

**COUNTY OFFICES COMMITTEE
COUNTY BOARDROOM
TUESDAY, JANUARY 10, 2023
AGENDA
5:00 P.M.**

The public may feel free to participate via Zoom.

The ID is: 825 7992 8287

Password is: 737915

- 1. Call to Order**
- 2. Roll Call** – Autum Jones (ch), Nathan Schertz, Denise Durst, Randy Barth, Zack Ferris
- 3. Approval of Minutes**
 - a. Approval of December 13, 2022 regular meeting minutes.
- 4. Public Input**
- 5. Appointments**
 - a. Approval of January claims
 - b. County Board Per Diem – Roll Call Vote
- 6. Unfinished Business**
 - a. Update on Knowbe4
- 7. New Business**
 - a. Approval of Purchase of Services Agreement with We Care
 - b. Approval of Resolution 01-23-001 Authorizing the Cancellation of Tax Sale Certificate 2018-0132 On Parcel #16-08-204-002
 - c. Relocation of Goodfield Polling Place
 - d. Update on Supervisor of Assessment Testing
- 8. Other**
- 9. Executive Session (if necessary)**
- 10. Any action coming out of Executive Session**
- 11. Adjournment**

**COUNTY OFFICES COMMITTEE
COUNTY BOARDROOM
TUESDAY, DECEMBER 13, 2022
AGENDA
5:30 P.M.**

1. Call to Order

The meeting was called to order by Chairman Jones at 5:52 PM.

2. Roll Call

Autum Jones (Ch), Nathan Schertz, Denise Durst, Randy Barth all present. Zack Ferris is absent. Also present is County Board Chairman Chuck Nagel.

3. Approval of Minutes

a. Approval of November 9, 2022 regular meeting minutes.

Motion to approve November minutes made by Schertz, seconded by Barth. *Motion passed.*

4. Approval of Executive Session Minutes

None

5. Public Input

None

6. Appointments

a. Reappointment of Autum Jones to the We Care Committee for a 2-year term expiring the 1st Monday in December 2024.

Motion to reappoint Autum Jones to the We Care Committee made by Durst, seconded by Schertz. *Motion passed.*

7. Claims

a. Approval of claims

Motion to approve December claims made by Barth, seconded by Schertz. *Motion passed.*

b. County Board Per Diem – Roll Call Vote

Motion to approve Per diems made by Schertz, seconded by Barth. There are four Per diems – Ansel Burditt for \$1,450, John Krug for \$8,550, Autum Jones for \$1,350 and Jerry Smith for \$1,500. Roll Call vote to approve Per diems – Barth – yes; Durst – yes; Schertz – yes; Jones – yes. *Motion passed.*

8. Budget

9. Unfinished Business

a. Social Media Page for the County

This came up last month. The committee has had some time to research and has discovered that a social media page would not be advisable. Because of the State requirements for a social media page, we would need a full-time person to man it. Secretary of State requires that all posts be monitored, saved, tracked, etc. All replies would have to be monitored and are considered freedom of speech even if offensive. UCCI even recommends that you not have a social media page. At this time the committee will take no further action.

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b. Supervisor of Assessment Update

The background of where we stand was given to update the new committee members. Our previous Supervisor of Assessment left the end of August. Lisa Jording has been acting as the office supervisor to oversee the daily operations of the office. We have contracted with Mr. Gary Twist, who was a Supervisor of Assessment in Tazewell County for many years, to help with the Supervisor of Assessment duties. Mr. Twist has recently moved to Arizona but has remoted in to help us. Our current contract with him expires the middle of this month and we need to decide if we want to renew the contract. He is willing to help us and even flew back to help with the Township Assessor meeting. We have two staff members that are taking the Supervisor of Assessment test tomorrow to be certified as an Assessor to become the Supervisor. The committee would like to see if the two taking the Assessor test pass and then make the decision about extending the contract with Mr. Twist. The office is doing great, and through Mr. Twist have learned a lot. We currently have tentative multiplier of 1 – which is good for tax calculations. The Board of Review is in session and will continue to meet probably through February. Ms. Gibbs is handling the Board of Review and they are very pleased with her work thus far. There are about 34 appeals. Ms. Gibbs has taken on many of the Supervisor of Assessment duties with Ms. Jording picking up the slack. Ms. Jording is keeping up with the P-TABs. P-TABs are official appeals to the state. The township assessors meeting has occurred. We have 5 township assessors, so some have multiple counties that they assess. We have started the mapping transition to the new company. The office is continuing to take renewals. We have received one application for the Supervisor of Assessment position, but not sure if they are CIO certified. If one of the current employees is named the Supervisor of Assessment, the County will need to decide what they want to do with Ms. Jording who is currently supervising the office.

10. New Business

a. Election of Vice-Chairman

Nomination of Ms. Durst as Vice-Chairman made by Jones, seconded by Barth. *Motion passed.*

c. Set meeting schedule for 2023

Discussion on moving the meeting time since Finance has moved to a different day. Motion to meet at 5:00 PM on Tuesdays made by Schertz, seconded by Durst. *Motion passed.*

d. Discussion and approval on KnowBe4 Security Awareness Subscription

The County Clerk is required by the State Board of Elections to have a cyber security program. This program randomly does phish scams. Heart was monitoring the program for us but stopped monitoring it in 2021. The County Clerk has to have a program in place, but has no one to run the program and oversee it. She is comfortable with the pricing and would pay for this out of her election fund budget. Our current program ends in February. She would like some direction on what to do – as she is required to have

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program, but why pay for a program that is not being utilized as there is no one to oversee. She would like to see an IT person in-house oversee the program, but we do not have an in-house IT person. An in-house IT person was discussed last night at the Public Safety meeting, but there are many questions that need to be answered before we can hire someone. Those questions will probably not be answered before the current cyber security contract expires in February. It was suggested we reach out to Heart and see what they would charge to monitor the program again. We will discuss this again in January.

d. Approval of Resolution 2022/2023 #003 Approving the Continued Operation of the Office of the State's Attorney Appellate Prosecutor.
Motion to approve Resolution 003 made by Barth, seconded by Durst. This is done annually. *Motion passed.*

e. Approval of \$17,000 to the State's Attorney Appellate Prosecutor's County Fund
Motion to approve made by Schertz, seconded by Durst. *Motion passed.*

11. Other

12. Executive Session (if necessary)

13. Any action coming out of Executive Session

14. Adjournment

Motion to adjourn made by Barth, seconded by Schertz. *Motion passed.*

Meeting adjourned at 6:23 P.M.

Submitted by: Deb Breyman

Autum Jones, Chairman
County Office Committee

AGREEMENT FOR THE PURCHASE OF SERVICES BETWEEN THE COUNTY OF WOODFORD AND
WE CARE, INC.

THIS AGREEMENT is made and entered into this 17th day of January 2023, by and between the County of Woodford, referred to in this Agreement as “Grantee” and We Care, Inc., Morton Illinois, referred to in this Agreement as “Provider”.

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, Grantee and Provider HEREBY AGREE as follows:

ARTICLE 1. BACKGROUND

Section 1.1. *County of Woodford.*

The County of Woodford supports the access to, and the availability of transportation in the rural areas of Woodford County through grant funding allocated by the Illinois Department of Transportation under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311), and Downstate Public Transportation Operating Assistance (State Program “DOAP”) Grant Agreements. The County of Woodford contracts with We Care to provide such transportation services throughout the County.

Section 1.2. *We Care, Inc., Morton Illinois.*

The objective of We Care Inc., is to provide services that help individuals maintain independence and to improve the quality of life for those in need. We Care Inc. is engaged in the business of transporting passengers by motor van vehicles intrastate, is duly qualified and currently authorized and licensed to lawfully transport passengers. We Care, Inc. exists as a non-profit governed by a board of directors.

Section 1.3. *Authority to Contract.*

Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations stated within.

Section 1.4. *Determination to Purchase Services.*

Grantee desires to procure from Provider the Transportation Services and Other Services as described in this agreement and Provider desires to provide such Services.

Section 1.5. *Agreement Negotiated.*

The Grantee and Provider have negotiated the terms and conditions of this Agreement, and the Grantee’s Board has found and determined that it is in the best interest of the public

and Grantee to execute this Agreement for the provision of Transportation Services and other Services from Provider.

ARTICLE 2. SCOPE AND DESCRIPTION OF SERVICES

Section 2.1. *Transportation Services.*

Throughout the Agreement Term, Provider, acting as an independent contractor for the benefit of Grantee and not as an agent for Grantee, agrees to provide safe, efficient, and economical transportation to the citizens of Woodford County along with paratransit for service for elderly and disabled passengers during the schedule of times at which such service is to be provided. As an integral part of providing such service, Provider and its representatives shall at all times:

- A. Comply with all state and Federal Laws including, without limitation, 49 C.F.R. Parts 27, and 37;
- B. Comply with all of the other provisions of this Agreement;
- C. Provide transportation services to the citizens of Woodford County;
- D. Provide transportation services to the citizens of Woodford County, Monday through Friday from 6:00 a.m. to 6:00 p.m. with the exception of mutually agreed upon holidays (New Year's Day, Memorial day, Independence Day, Labor Day, Thanksgiving Day, and Christmas day), natural disasters, unsafe weather conditions or an unforeseen reduction of available vehicles;
- E. Set all routes, pick-up schedules, provide services to the entirety of Woodford County;
- F. Take all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing such transportation services including keeping all vehicles in a clean and safe condition;
- G. Conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical, and efficient manner;
- H. Ensure all funding is utilized fairly and without discrimination;
- I. Provide data that includes public complaints, number of trips, mileage, fuel usage, and fiscal information;
- J. Maintain all vehicles, fixing any defects in a prompt manner;
- K. Pay all maintenance vehicle costs;
- L. Maintain all licenses, titles and insurance for vehicles;
- M. Purchase all fuel for the operation of vehicles;
- N. Provide driver training and maintain driver records;
- O. Assist PCOM in preparing the 5311 and DOAP grant applications;
- P. Provide financial reports related to grant fund use; and
- Q. Establish a We Care Board that oversees operations.

Grantee and or its representatives shall at all times:

- A. Act as a pass through for 5311 and DOAP funds;
- B. Appoint a PCOM to oversee compliance;
- C. Attend monthly We Care meetings;
- D. Prepare the 5311 and DOAP grant applications;
- E. Oversee the We Care operations and expenditure funds;
- F. Verify that We Care is in compliance with all state and Federal laws;
- G. Verify vehicles are maintained and insured; and
- H. Verify all drivers are insured and drug tested.

Section 2.2. Changes in Transportation Services.

- A. **Provider Initiated Changes.** Provider shall not, without the prior written approval of Grantee, initiate or permit any change to the Transportation Services specified in Section 2.1 above. Provider may propose changes in the Transportation Services by presenting a proposal therefore in writing to the Grantee at least 45 days in advance of the date on which the change is proposed to take effect. Grantee shall either approve or disapprove the request in writing within 30 days after it receives the request. Notwithstanding the foregoing Provider may implement minor operational changes that will neither (1) increase any reimbursable expenditure, nor (2) affect any fare or system for passes, transfers, interconnections, or similar programs, nor (3) substantially change any route or schedule if Provider first gives Grantee at least 30 days' notice of its intent to make such minor change and if Grantee has not disapproved such proposed minor change in writing within 15 days following receipt of such notice. Provider may, in addition, make minor operational changes of an emergency nature without Grantee's approval; provided, however, that no such change shall be made that would increase any reimbursable expenditure and provided, further, that Provider shall give Grantee notice of each such minor change as soon as possible, and in no event later than 12 hours after it is made.
- B. **Grantee Initiated Route and Schedule Changes.** Grantee may require changes in routes and schedules specified in Section 2.1 above, but only on the following conditions: (1) Unless some other notice is permitted or required or unless Provider shall agree to some lesser notice, Grantee shall provide Provider at least 45 days written notice of the required change; and (2) Grantee shall have first complied with any special procedures or standards made applicable to the required change by any applicable law or regulation or by any other agreement between Grantee and Provider; (3) Grantee shall have first approved an amendment to the Approved Budget set forth in this Agreement, or shall otherwise have provided sufficient additional funding, to fairly reflect any increase in the reimbursable expenditures caused by the required change.

- C. Other Grantee Initiated Changes. Except for changes in routes and schedules, Grantee may require any change in the Transportation Services specified in Section 2.1 above upon reasonable written notice to Provider.
- D. Grantee Discretion. Nothing in this Section 2.2 shall be construed to require Grantee to approve any change to the Transportation Services specified in Section 2.1, and Grantee may withhold its approval of any such change, at its discretion.

Section 2.3. *Other Services.*

Throughout the Agreement Term, Provider shall provide all ancillary and supporting services necessary or appropriate to providing the Transportation Services and to complying with the requirements of this Agreement, including, without limitation, the following services:

- A. Provider shall maintain all garages, yards, facilities, equipment, materials, and supplies used in providing or supporting, the Transportation Services;
- B. Provider shall provide all professional, supervisory, administrative, skilled, and unskilled personnel necessary or appropriate to provide the Transportation Services and to carry out its other obligations under this Agreement; and
- C. Provider shall comply with the reporting and recordkeeping requirements set forth in Sections 5.1 and 5.2 of this Agreement.

Section 2.4. *Permitted Variations in transportation Services and Other Services Due to Force Majeure.*

Provider shall not be in default of its obligations to provide Transportation Services and Other Services as herein required to the extent that it is unable to provide such Services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, and other events and conditions that are beyond the reasonable ability of Provider to control or remedy and that render provision of such Service impossible or not reasonably feasible. In any such case, Provider shall provide such modified or reduced Services as are practicable under the circumstances and shall use all reasonable efforts to restore full Services in accordance with this Agreement at the earliest possible time. Immediately upon the occurrence of, or threat of the imminent occurrence of, any such event or condition, and prior to implementing any reduced or modified service, Provider shall notify Grantee by telephone, with written confirmation as soon as possible thereafter, of:

- A. The nature of the event or condition;
- B. The actual or expected time of the occurrence of the event or condition and its expected duration;
- C. The impact of the event or condition on Transportation Services and Other Services;

- C. Other Grantee Initiated Changes. Except for changes in routes and schedules, Grantee may require any change in the Transportation Services specified in Section 2.1 above upon reasonable written notice to Provider.
- D. Grantee Discretion. Nothing in this Section 2.2 shall be construed to require Grantee to approve any change to the Transportation Services specified in Section 2.1, and Grantee may withhold its approval of any such change, at its discretion.

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- A. Provider shall maintain all garages, yards, facilities, equipment, materials, and supplies used in providing or supporting, the Transportation Services;
- B. Provider shall provide all professional, supervisory, administrative, skilled, and unskilled personnel necessary or appropriate to provide the Transportation Services and to carry out its other obligations under this Agreement; and
- C. Provider shall comply with the reporting and recordkeeping requirements set forth in Sections 5.1 and 5.2 of this Agreement.

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- A. The nature of the event or condition;
- B. The actual or expected time of the occurrence of the event or condition and its expected duration;
- C. The impact of the event or condition on Transportation Services and Other Services;

- D. The modified or reduced service that Provider proposes to provide during the continuation of the event or condition;
- E. The Provider's plan to notify potential users of the Transportation Service of any disruption that may result; and
- F. The steps Provider proposes to take to restore full service.

ARTICLE 3. EMPLOYEES

Section 3.1. Compliance with Federal, State, and Local Laws.

Provider agrees that, with respect to persons employed by it to provide Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public at large. Provider also agrees to provide the employee protection required under Section 13(c) of the Federal Transit Act, as amended, 49 U.S.C. Section 5333(b) for persons employed by it to provide Transportation Service and Other Services.

Section 3.2. Employment of Personnel.

Except as otherwise provided in this Agreement, Provider shall be responsible for all recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required to perform Provider's obligations under this Agreement.

Provider shall employ only such persons as are competent and qualified to provide Transportation Services and Other Services in accordance with the requirements of this Agreement. All employees shall meet all applicable qualifications established by federal, state, and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Provider shall comply with all federal requirements relating to drug and alcohol testing including, but not limited to, those imposed under 49 C.F.R. Parts 40, 653, and 654.

ARTICLE 4. NONDISCRIMINATION, EQUAL EMPLOYMENT, AND BUSINESS OPPORTUNITY

Section 4.1. Compliance with Federal, State, and Local Laws.

Provider shall comply with all applicable federal, state, and local laws anti-discrimination and equal employment and business opportunity laws and regulations, including but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 et seq; the Federal Transit Act, 49 U.S.C. Section 5332(b); Titles VI and VII of the Civil Rights Act of

1964, as amended, 42 U.S.C. Section 2000d, 2000e et seq; the Civil Rights Act of 1866 and 1871, 42 U.S.C. Section 1981 and 1983; the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq; and the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794.

Section 4.2. Equal employment Opportunity.

Provider shall comply with all of the affirmative action, equal employment opportunity, and minority business enterprise requirements in Exhibit A.

Section 4.3. Failure to Comply.

In the event Provider's noncompliance with any provisions of Exhibit A or with any federal, state, or local antidiscrimination or equal employment or business opportunity law, including but not limited to those identified in Section 4.1 hereof, results in Provider being declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Grantee in whole or in part, and such other sanctions, penalties, or remedies as may be provided by contract, law, or regulation may be imposed or invoked.

EXHIBIT A---AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY, AND MINORITY BUSINESS ENTERPRISES

Minority Business Enterprises. In connection with the performance of this Agreement, Provider shall provide for the maximum utilization of minority business enterprises and shall use its best efforts to ensure that minority business enterprises shall have maximum practicable opportunity to compete for all subcontract work under this Agreement. Provider agrees to comply with the following United States Department of Transportation requirements and to include such clauses in each subcontract:

- (1) "Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 C.F.R Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the MBE requirements of 49 C.F.R. Part 23 apply to this Agreement."
- (2) "MBE Obligation. (i) The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

ARTICLE 5. REPORTS, RECORDS AND INSPECTIONS.

Section 5.1. *Reports, Forms, and Statements Required.*

Provider shall furnish Grantee with all reports relating to Financial Accounting and Reporting, Employee Training and Oversight, Employee Drug and Alcohol Testing, Safety Management, Title VI Programs and Federal Grant Requirements on a monthly basis, as well as, such other reports. Forms and statements that may be required by this Agreement or by federal, state, or local laws or regulations or by order of any duly constituted authority.

Section 5.2. Records.

- A. **Creation and Maintenance.** Provider shall create and maintain full, accurate, and complete records of all Transportation Services and Other Services performed; all time spent; all materials, equipment, and supplies purchased; and all costs incurred in the performance of the Transportation services and Other Services pursuant to this Agreement, including all records required by this Agreement, or any applicable law or regulation.
- B. **Disposal or Destruction.** Unless Grantee shall consent in writing to the destruction of any such records, and except for records required to be delivered to Grantee at the end of the Agreement Term, Provider shall make said records available for review, inspection, and audit in accordance with Section 5.3 below during the entire Agreement Term and for 3 years thereafter, or such longer period as may be required by law or any applicable grant; provided that prior to the disposal or destruction of any of any such record by Provider following said period, Provider shall give notice to Grantee of any record or records to be disposed of or destroyed and the intended date of disposal or destruction, which shall be at least 90 days after the effective date of such notice. Grantee shall have 90 days after receipt of any such notice to give notice to Provider not to dispose of or destroy said record or records and to require Provider to deliver such record or records to Grantee or its designee, at Grantee's expense, on a confidential basis if appropriate.

Section 5.3. *Inspection and Audits.*

- A. **Right of Grantee.** Grantee shall have the right, with or without prior notice to Provider, to review, inspect, and audit all Transportation Services and Other Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of Transportation Services and Other Services.
- B. **Performance of Inspections and Audits.** Grantee shall perform such review, inspection and audit when feasible at scheduled monthly meetings, but in any event shall have the rights enumerated in section 5.3A above. Any inspection, review or audit shall be

performed in a manner that will not unduly delay or interfere with Provider's performance under this Agreement and Provider shall cooperate with Grantee. Grantee may perform any such review, inspection, or audit through an officer, employee, or any designated agent or independent contractor.

- C. Defined Term. The phrase "all information and records related thereto" as used in this section shall mean all information and records under the control or supervision of, or reasonably available to, Provider relating to this Agreement or the Transportation Services and Other Services that are reasonably necessary for Grantee to verify or audit Provider's performance under this Agreement, or the accuracy or appropriateness of any Reimbursable Expenditure or portion thereof, or Provider's compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs, or drawings, whether preliminary, draft, final, or other form.

Section 5.4. *Confidential Information.*

- A. General. All information supplied by Grantee to contractor for or in connection with this Agreement or the Transportation Services or Other Services shall be held confidential by Provider and shall not, without the prior express written consent of Grantee, be used for any purpose other than performance of Transportation Services or Other Services. Neither Provider nor any subcontractor or supplier of Provider shall own or be entitled to claim a copyright in the Agreement nor other documents prepared by grantee and by Provider pursuant to this Agreement.

ARTICLE 6. PAYMENT

Section 6.1. *Payment for Services.*

In consideration of the Transportation Services and Other Services to be provided by Provider pursuant to this Agreement, Grantee agrees to pay Provider a subsidy not to exceed the amount of \$58,000, annually for cash flow and daily operating expenses.

ARTICLE 7. TERM OF AGREEMENT

Section 7.1 *Term.*

The term of this Agreement shall be one year commencing on the 18th day of January, 2022.

ARTICLE 8. COVENANTS AND REPRESENTATIONS

Section 8.1 *General.*

Provider is a duly authorized and existing not for profit corporation, in good standing under the laws of the State of Illinois, and has the legal power and authority to provide, engage in, and carry out Transportation Services and Other Services. Provider shall maintain an identity as a not for profit corporation and shall make no attempt to cause its existence as a not for profit corporation to be abolished during the Agreement Term.

Section 8.2 *Authorization.*

Provider has been duly authorized to execute this Agreement by its board, and the execution and delivery of this Agreement by all of the parties signatory hereto shall constitute a valid and binding obligation of Provider, enforceable in accordance with its terms.

Section 8.3. *Approvals Received.*

All such approvals, consents, permits, licenses, certificates, authorizations, or modifications as may be required to permit the performance by Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

Section 8.4. *Compliance with Applicable Laws.*

Provider shall comply with all federal, state, and local statutes, laws, rules, regulations and orders applicable to the Transportation Services and Other Services.

Section 8.5 *Compliance with Grant Conditions.*

Provider shall comply with all conditions of, and all laws and regulations and all policies, practices, and procedures applicable to, any federal, state or local grant received by Grantee or Provider at any time with respect to Transportation Services and Other Services under this Agreement.

ARTICLE 9. GENERAL

Section 9.1 *Interpretation.*

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties hereto participated equally in drafting thereof. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 9.2 *Severability.*

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and affect. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PROVIDER

GRANTEE

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Attest

By: _____
Title: _____
Date: _____

RESOLUTION



WHEREAS, The County of Woodford, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Woodford, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

T26N - R2E - S08 LOTS 10,11,12 BLK 10 BESTOR & BAYS ADDN

PERMANENT PARCEL NUMBER: 16-08-204-020

As described in certificate(s): 2018-0132 sold on October 22, 2019

Commonly known as: 250 S. ORANGE ST.

and it appearing to the The County Office's Committee of the County Board that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Elsie M Hartzell and Dave Barker, has paid \$10,615.06 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the The County Office's Committee of the County Board and at the same time it having been determined that the County shall receive \$7,410.24 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$79.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. Elsie M Hartzell and Dave Barker shall receive \$57.00 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your The County Office's Committee of the County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF WOODFORD COUNTY, ILLINOIS, that the Chairman of the Board of Woodford County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$7,410.24 to be paid to the Treasurer of Woodford County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN