

Board
10/26/17

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

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2017 CR __

**RESOLUTION AUTHORIZING INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES AS A WINNEBAGO COUNTY COMMUNITY LIAISON**

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate; and

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

WHEREAS, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

WHEREAS, Contractor agrees to provide these services for the County under the terms and conditions as set forth in the Agreement attached hereto as Exhibit A.

WHEREAS, the with the County Board wishes to engage the Tommy Meeks to provide such services for twelve thousand dollars (\$12,000) for fiscal year 2018 to be paid from the FY2018 Alternative Programs budget; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to sign an independent contractor agreement for professional services with Tommy Meeks for services as a Winnebago County Community Liaison, in substantially the same form as that attached to this Resolution as Exhibit A.

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

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator and County Auditor.

March 2017

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLSI

ELI NICOLSI

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2017.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON

This Agreement is made this ____ day of _____, 2017, between the **County of Winnebago**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks** of _____ (hereinafter referred to as “**Contractor**”).

RECITALS

Whereas, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

Whereas, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

Whereas, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the sufficiency of which both parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

SECTION ONE

DESCRIPTION OF WORK

The services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating three (3) mentoring groups per week for individuals engaged in the justice system in Winnebago County at the request of the Probation Department; and
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.

SECTION TWO

PAYMENT

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor’s invoice shall be paid according to the Illinois Local Government Prompt Payment Act. The County will not reimburse for mileage or expenses.

SECTION THREE

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 Contractor and any of Contractor's employees, on the other hand, not does it create a joint relationship or partnership between the parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

SECTION FOUR

TAX AND UNEMPLOYMENT INSURANCE LIABILITY

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

SECTION FIVE

INDEMNIFICATION

The parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying party associated with its performance under this Agreement, or 2) the indemnifying party's failure to perform any of its obligations under this Agreement.

SECTION SIX

DURATION

The term of this Agreement shall be from October 1, 2017 to September 30, 2018. Either party may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. This Agreement will not be automatically renewed.

SECTION SEVEN

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.

SECTION EIGHT

VALIDITY AND INTERPRETATION

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. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

SECTION NINE

NOTICES

All notices regarding this agreement shall be delivered to the other party at the address set forth above or at such other address as may be designated by a party in writing.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

**County of Winnebago, an Illinois
body politic and corporate,**

Contractor

By: _____
Frank Haney, Chairman

Tommy Meeks

ATTEST:

Margie Mullins
Winnebago County Clerk

