

WASHINGTON COUNTY BOARD

101 E. St. Louis St., Nashville, IL. 62263

COUNTY BOARD MEETING:

7:00 P.M OCTOBER 11, 2022

AGENDA

1. Prayer and Pledge
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the September 13, 2022 County Board Minutes & September 22, 2022 Special Board meeting minutes
6. Highway Department:
 1. Resolution to appropriate township aid under 605 ILCS 5/5-501
*Beaucoup Road District – Connecticut Road Culvert
 2. Resolution to appropriate township aid under 605 ILCS 5/5-501
*Irvington Road District – Hedge Tree Road
7. Claims against the County
8. Approve County Board Expenses
9. State's Attorney's Monthly Report
10. County Clerk and Recorder's Monthly
11. Approve November 8, 2022 Election Expenses
12. Sheriff's Monthly Report
13. Emergency Ambulance & Rescue Service Monthly Report
 - A. Ordinance Amending the Ambulance Service Fees and Rates to be charged
14. Treasurer's Monthly Cash Flow & Budgetary Status Report
15. ARPA Fund monthly recap (Informational Only)
16. Zoning Ordinance: None
17. Approve Annual Budget for University of Illinois Extension
18. Committee Reports:
 - Building Committee
 - Techguard Security Contract Cyber Security
19. Approve Monthly Utility Expenses, and Payroll Expenses
20. Opportunity for the General Public to address the County Board
21. Adjournment

Agenda items may be re-arranged during the meeting at the Board's discretion.

Old and New Business may be discussed within each agenda item.

General Comments on non-agenda items may be made without action being taken.

District 1: Eugene "Gene" Lamczyk Jr. Kathy Muentar Dennis Shemoni Gary Suedmeyer – Vice-Chairman Larry Unverfehrt	District 2: Leo Barczewski Alan Hohft Dave Ibendahl Brian Klingenberg Rodney Small	District 3: Douglas Bening Eric Brammeler David Meyer - Chairman Paul Todd David Karg
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OFFICIAL PROCEEDINGS
WASHINGTON COUNTY BOARD MEETING
OCTOBER 11, 2022

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on October 11, 2022 for the purpose of transacting county business that might come before the Board.

Present and presiding were Chairman David Meyer and Shari Hempen, County Clerk & Clerk of the Board.

Others present were, Dan Janowski-State's Attorney, Kiefer Heiman-Highway Supervisor, Ross Schultze, John Felchli-Ambulance Administrator, Linda Tragessar-SWIMAPC, Sheriff Len Campbell, Debby Sticker-Okawville Times, Charles Guffey-Nashville News

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:15 p.m.

Roll Call was taken by Clerk Hempen with 12 Board members present. Those present were Hohlt, Shemonic, Small, Barczewski, Bening, Brammeier, Meyer, Lamczyk, Ibendahl, Karg, Muentner and Klingenberg. Absent was Todd, Unverfehrt and Suedmeyer

Chairman Meyer asked if there were any additions or corrections to the September 13, 2022 County Board Minutes, with no additions or corrections, a motion was made by Ibendahl and seconded by Karg to approve the minutes as presented. Motion carried. Chairman Meyer asked if there were any additions or corrections to the minutes of the Special County Board meeting held on September 22, 2022, with no additions or corrections, a motion was made by Bening and seconded by Shemonic to approve the minutes as presented. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2022-28)** Replace a failing drainage structure, consisting of a 42" arched steel cross culvert on TR193, Connecticut Road, Beaucoup Road District, located south Lebanon Road in Section 31, T2S, R2W. A motion was made by Brammeier and seconded by Barczewski to approve said resolution. Motion carried. **(See Exhibit "A")**

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2022-29)** Replace a damaged drainage structure, consisting of a single 54" culvert on TR89, Hedge Tree Road, 1000' west of Tower Road, Irvington Township, Section 27, T1S, R1W. A motion was made by Brammeier and seconded by Small to approve said resolution. Motion carried. **(See Exhibit "B")**

The **Claims against the County Report** was presented to the Board for approval by Ibendahl. **TO THE CHAIRMAN AND MEMBERS OF THE BOARD: YOUR COMMITTEE ON October 7, 2022 EXAMINED ALL CLAIMS PRESENTED AND RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDER ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNTS ALLOWED. (See Exhibit C)** Motion was made by Ibendahl and seconded by Brammeier to accept the report as presented. Roll call vote was taken with 12 ayes and 0 nays. Motion carried. A motion was made by Ibendahl and seconded by Hohlt to make restitution to the County Board's Per Diems. Motion carried.

The **State's Attorney Monthly Report** Janowski appeared before the Board to present his monthly report for approval. **(See Exhibit D)** A motion was made by Bening and seconded by Hohlt to accept the report as presented. Motion carried.

Janowski informed the board that the County will be receiving monies from the Opioid Bankruptcy Settlement. There would be 2 payments made to the county, the first one should be coming in the next couple weeks. He was unsure about the amounts yet. He also told the Board there are 50 out of 102 State's Attorneys that have filed a lawsuit against the Governor and Attorney General for the Safety Act-Cash Bail and Washington County is included in the lawsuit.

The County Clerk and Recorder's Monthly Report County Clerk Hempen presented her report to the Board for approval. (See Exhibit E). A motion was made by Lamczyk and seconded by Small to approve the report as presented. Motion carried. Hempen gave an update on early voting. As of October 11th office voting was 39 PVB 482 mailed out and 145 returned back. VBM 52 applied for ballot 46 ballots mailed out and 11 returned.

County Clerk Hempen asked the Board for approval to pay all Election Expenses for the November 8, 2022 General Election. A motion was made by Shemonic and seconded by Klingenberg. Motion carried.

The Sheriff's Monthly Report Sheriff Campbell appeared before the Board to present his monthly report for approval (See Exhibit F). Motion carried. Sheriff Campbell updated the board on staffing at the Sheriff's Dept. 4 full time dispatchers and 4 part time who are EMT qualified working on becoming full time. The Deputies were full staffed until Friday when he received a resignation. Jail is at full stall with plenty of part time to dismiss overtime. A motion was made by Brammeier and seconded by Barczewski to approve the report as presented. Motion carried.

The Emergency Ambulance and Rescue Service Monthly Report John Felchlia Ambulance Administrator appeared before the board to present his monthly report for approval. (See Exhibit G) A motion was made by Hohlt and seconded by Shemonic to approve the report as presented. Motion carried.

Felchlia presented Ordinance NO. 2022-14 Ordinance Amending the Ambulance Service Fees and Rates to be charged. (See Exhibit "H"). A motion was made by Small and seconded by Muentert to approve the Ordinance. Motion carried. Roll call vote was taken with 12 ayes and no nays.

The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 9/30/2022 (See Exhibits I & J). A motion was made by Brammeier and seconded by Ibendahl to accept the report as presented subject to audit review. Motion carried. Also included was the ARPA Fund recap (Informational Only) (See Exhibit K).

Zoning – No Zoning for October. Linda Tragesser told the board that they are continuing to look into wind ordinances.

The annual Budget and Levy for the University of Illinois Extension was presented to the board for approval. A motion was made by Klingenberg to approve the budget and seconded by Muentert. Motion carried. Roll call vote was taken with 12 ayes and no nays (See Exhibit "L"). A motion was made by Brammeier and seconded by Lamczyk to approve the Levy motion carried. Roll Call Vote was taken with 12 ayes and 0 nays. (See Exhibit "M")

At this time Chairman Meyer called for committee reports

Ambulance- 2 meetings. Joint with Finance and Joint with Building

Animal Control- No meeting

Cemetery- No meeting

Claims against the County- 1 meeting

Communications/Drug Task- No meetings

County Buildings- 2 meetings. 1 joint with Ambulance and 1 with TechGuard Security.

An agreement from TechGuard Security for Cyber Security protection was presented to the board for approval. (See Exhibit "N") There were 2 options a 1 year agreement and a 3 year agreement, with a 5% discount for the 3 year agreement. A motion was made by Brammeier and seconded by Muentner to enter into the 3 year agreement. Motion carried. Brammeier told the board that the agreement amount will be paid out of computer services, not insurance.

County Health Department- 1 meeting

Education- No meeting

Enterprise Zone (Centralia) – No meeting

Enterprise Zone (Nashville) - 1 meeting

Environmental, EMA & Zoning- 2 meetings.

Linda Tragesser gave a brief explanation of the Multi Hazard Mitigation Plan. It is a multi-jurisdiction plan, which means it covers all the cities and villages in Washington County. Each jurisdiction will send in their information. A completed draft will be recommended to the County Board for approval, each jurisdiction will be asked to pass a resolution adopting the County's plan upon final approval from FEMA who is working with Illinois Water Survey. Addieville and New Minden have not turned in anything. If nothing is turned in for them they will not be covered by the County plan.

Finance, Claims & Economic Development- 2 meetings. 1 joint with the Ambulance department and the other with Budgets

Insurance- No meeting

Legislative- No meeting

Personnel, Policy & Appointments: No meeting

Planning Commission- 1 meeting

Road & Bridge-1 meeting

Safety- No meeting

Solid Waste- No meeting. October 22, 2022 final Recycle Truck for the year. They will be taking microwaves this time

South Central IL. Growth Alliance- No meeting

911- 1 meeting. Approved the Dispatcher Supervisor/ 911 Assistant Coordinator position that was presented to the Washington County board at the September 13, 2022 meeting.

Contract Negotiations –FOP 1 meeting.

Contract Negotiations – IBEW 1 meeting.

Chairman Meyer asked for any comments from the public.

The next regularly scheduled meeting will be November 15, 2022 at 7:00 p.m. November meeting date was changed due to the November 8, 2022 General Election. Chairman Meyer would like reminders sent out closer to the meeting date.

A motion was made by Bening and seconded by Brammeier to approve payment of monthly utility expenses and payroll expenses. Motion carried.

A motion was made by Barczewski and seconded by Karg to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:05 p.m.

Shari Hempen

County Clerk & Clerk of the Board

RESOLUTION

WHEREAS, it is necessary to replace a failing drainage structure, consisting of a 42" arched steel cross culvert on TR193, Connecticut Road, Beaucoup Road District, located south Lebanon Road in Section 31, T2S, R2W, and

WHEREAS, the Road District Highway Commissioner has petitioned this Board through its Road & Bridge Committee for assistance under 605 ILCS 5/5-501, and

WHEREAS, the Committee finds the request to be in order at an estimated replacement cost of \$10,630, and

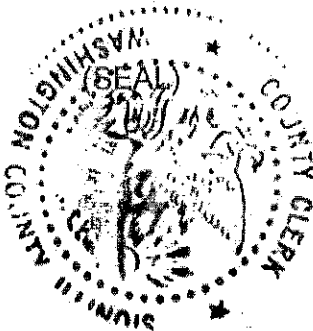
WHEREAS, the petitioner has agreed to pay 50% of the final cost as the Road District share for replacing this structure.

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board hereby authorizes the appropriation of \$5,315 or as much as may be required to provided 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund.

STATE OF ILLINOIS)
)SS
WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is a true, perfect and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held in Nashville, Illinois on October 11th, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County this 11th day of October, 2022.



Shari Hemper

County Clerk

Estimate of Drainage Structure Repair/Replacement Cost

Date: 10/04/22
Prepared for: Eric Malick
Township: Beacoup RD

Project Description: Replace existing 42" arched galvanized steel culvert with a 42" arched aluminized steel culvert crossing Connecticut Road immediately south of Lebanon Road.

Item	Unit	Quantity	Unit Price	Cost
42" Aluminized Steel Culvert - Arched	LF	50	\$150.00	\$7,500.00
Rock Backfill	Load	3	\$300.00	\$900.00
Rip-Rap	Load	2	\$200.00	\$400.00
Backhoe	Hours	8	\$100.00	\$800.00
Labor	Hours	8	\$35.00	\$280.00
BAM	Ton	10	\$75.00	\$750.00
Total Estimated Cost				\$10,630.00

2020 Value of Taxable Land in Township \$17,567,235
0.02% of Value of Taxable Land \$3,513.45

To be eligible for 50/50 assistance from the County, the Total Estimated Cost of the culvert project must be greater than 0.02% of the value of the taxable land within the township per 605 ILCS 5/5-501.

Does this culvert replacement qualify for County assistance?

Yes

RESOLUTION

WHEREAS, it is necessary to replace a damaged drainage structure consisting of a single 54" culvert on TR 89, Hedge Tree Road, 1000' west of Tower Road, Irvington Township, Section 27, Township 1 South Range 1 West; and

WHEREAS, the Irvington Road District Highway Commissioner has petitioned this Board through its Road and Bridge Committee for assistance under 605 ILCS 5/5-501 to replace said culvert and has agreed to pay fifty (50) percent of the final cost of the replacement, and

WHEREAS, the County Engineer has reviewed the replacement request, visited the site to inspect, has prepared a cost estimate for said repair and is in agreement with repair request, and

WHEREAS, the Washington County Road and Bridge Committee has reviewed said petition and has by voice vote recommended that the petition be sent to the County Board for approval; and

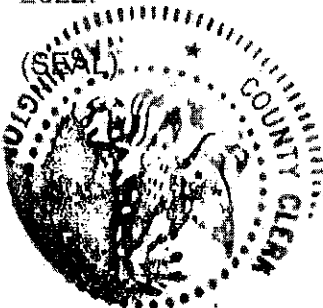
WHEREAS, the Committee finds the request to be in order at an estimated project replacement cost of \$9,380 as prepared by the County Engineer, and

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board hereby authorizes the appropriation of \$4,690, or as much as may be required, to provide 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund in accordance with 605 ILCS 5/5-501, and

STATE OF ILLINOIS)
)SS
WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is a true, perfect and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held in Nashville, Illinois on October 11th, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County this 11th day of October A.D., 2022.



Shari Hempen
County Clerk

Estimate of Drainage Structure Repair/Replacement Cost

Date: 10/04/22
Prepared for: Brian Glenn
Township: Irvington RD

Project Description: Replace existing 54" galvanized steel culvert with a 60" aluminized steel crossing Hedge Tree Road 1000' west of Tower Road.

Item	Unit	Quantity	Unit Price	Cost
60" Aluminized Steel Culvert - Round	LF	35	\$200.00	\$7,000.00
Rock Backfill	Load	3	\$300.00	\$900.00
Rip-Rap	Load	2	\$200.00	\$400.00
Backhoe	Hours	8	\$100.00	\$800.00
Labor	Hours	8	\$35.00	\$280.00
BAM	Ton	0	\$75.00	
Total Estimated Cost				\$9,380.00

2020 Value of Taxable Land in Township \$22,287,760
0.02% of Value of Taxable Land \$4,457.55

To be eligible for 50/50 assistance from the County, the Total Estimated Cost of the culvert project must be greater than 0.02% of the value of the taxable land within the township per 605 ILCS 5/5-501.

Does this culvert replacement qualify for County assistance? Yes

Report of Committee

STATE OF ILLINOIS)
)
WASHINGTON COUNTY)

Nashville, Illinois

October 5, 2022

Mr Chairman, Ladies and Gentlemen of the County Board:

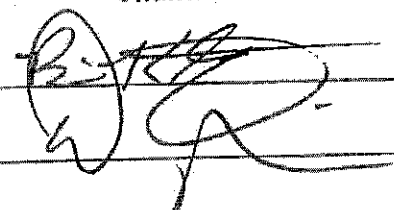
Your committee to who was referred the claims against the County Highway Department for the month of September 2022 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

County Highway Fund	\$63,495.30
County Bridge Fund	\$1,168.10
County Matching Fund	\$0.00
County MFT Fund	\$9,731.35
Road District Fund	\$282,859.32
Township Bridge Fund	<u>\$0.00</u>
Total	\$357,254.07

All of which is respectfully submitted.



Chairman



Claims Committee

C

We have examined and approved the bills listed for September 2022 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:

County Highway Fund	\$63,495.30
County Bridge Fund	\$1,168.10
County Matching Fund	\$0.00
County MFT Fund	\$9,731.35
Road District Fund	\$282,859.32
Township Bridge Fund	<u>\$0.00</u>
Total	\$357,254.07

Date: _____

Eric Brannen

Chairman

Larry G. Chamberlain

Sam L. Lundy

Tom Lundy

[Signature]

Road and Bridge Committee

INVOICE EDIT REPORT

Vendor Number	Vendor Name	Inv/PO Number	Claim Number	Invoice Date	Due Date	G/L Date	Liq. ?	Comm. Bank System No.	Code	System Date	Operator Batch
3100	ADAMS, CARL	09/2022		09/30/22	10/11/22	10/11/22	N			10/05/22	DONNA 2754
	007 00-501.48		REIMBURSE BUILDING MAINTENANCE						42.67		
				Gross Invoice Amount					42.67		
				Net Invoice Amount					42.67		
2773	ADVANCED CORRECTIONAL HEALTHCARE	122159		10/06/22	10/11/22	10/11/22	N			10/06/22	DONNA 2754
	001 05-505.43		SHERIFF DEPT - NOV 22 ON-SITE MEDICAL SERVICES						3,560.89		
			INMATE MEDICAL NEEDS								
				Gross Invoice Amount					3,560.89		
				Net Invoice Amount					3,560.89		
1781	ADVANCED SYSTEMS TECHNOLOGY, I	14336		07/20/22	10/11/22	10/11/22	N	01		09/20/22	DONNA 2754
	001 13-513.60		CUST ID: 200Wash, JAIL - CHECKOUT DOOR CONTROL SYSTEM, REPLACED DOOR MODULES IN BOTH JAIL MAINTENANCE						3,015.50		
				Gross Invoice Amount					3,015.50		
				Net Invoice Amount					3,015.50		
3500	AMAZON CAPITAL SERVICES	AJH1-4QXD-GIYY		09/29/22	10/11/22	10/11/22	N			10/06/22	DONNA 2754
	007 00-501.48		ACCT #A3RU07NA33259K, AMBULANCE DEPT - STORAGE SHELVEING UNIT						543.48		
			BUILDING MAINTENANCE								
				Gross Invoice Amount					543.48		
				Net Invoice Amount					543.48		
2746	AT & T MOBILITY	08/2022/AMB		08/31/22	10/11/22	10/11/22	N			10/05/22	DONNA 2754
	007 00-501.05		ACCT #287286831594, RMB DEPT - WIRELESS UTILITIES & PHONE						206.65		
				Gross Invoice Amount					206.65		
				Net Invoice Amount					206.65		
90105	BARCEWSKI, LEO	09/2022		09/13/22	10/11/22	10/11/22	N			10/07/22	DONNA 2754
	001 01-501.29		COUNTY BOARD MEETINGS - 30 MI PER .55 BOARD MEMBERS PER DIEN						16.50		
				Gross Invoice Amount					16.50		
				Net Invoice Amount					16.50		
3426	BATEMAN, BRITTANY	09/2022		09/15/22	10/11/22	10/11/22	N			09/23/22	DONNA 2754
	001 23-505.39		CCR/AED TRAINING						12.95		
			TRAINING								
				Gross Invoice Amount					12.95		
				Net Invoice Amount					12.95		
1087	BERKEMEIER, GARY	2022-4		09/29/22	10/11/22	10/11/22	N	01		09/29/22	DONNA 2754
	001 01-501.70		SECOND 1/4 PAYMENT - NATURE PRESERVE						900.00		
			STORK PRESERVE								
				Gross Invoice Amount					900.00		
				Net Invoice Amount					900.00		
1440	BETTER NEWSPAPERS	1008315		09/07/22	10/11/22	10/11/22	N			09/20/22	DONNA 2754
	001 18-518.32		ZONING - GAESE REQUEST FOR REZONE LEGAL						45.00		
			SUPPLIES								

TATE'S ATTORNEY'S REPORT

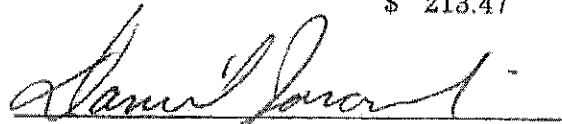
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to him from September 1, 2022, to September 30, 2022.

I further report that the foregoing fees were paid by me to Natalie Lynch, Washington County Treasurer

REPORT OF FEES COLLECTED AND PAID

September 2022 – State's Attorney General Fund:	\$ 498.46
September 2022 – State's Attorney Drug Prevention Fund:	\$ 36.25
September 2022 – State's Attorney Automation Fund:	\$ 90.00
September 2022 – Restitution Received:	\$ 213.47



Daniel R. Janowski
Washington County State's Attorney
Washington County Judicial Center
125 E. Elm St., Nashville, IL 62263
(618) 327-4800 ext. 320

State of Illinois)
) ss.
County of Washington)

I, Daniel R. Janowski, State's Attorney for Washington County, Illinois, being first duly sworn on oath, depose and say that the foregoing report of receipts and disbursements of the Office of the State's Attorney from September 1, 2022, to September 30, 2022, is correct to the best of my knowledge and belief.



Daniel R. Janowski

Subscribed and sworn to before me this 11 day of October, 2022.


Notary Public



"b"

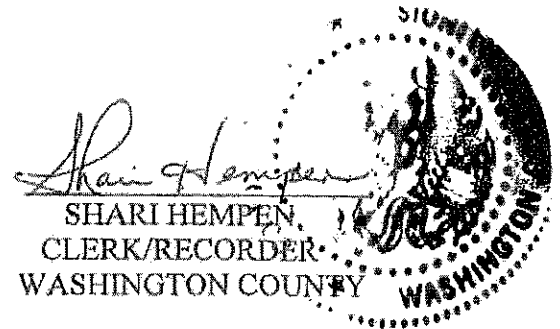
WASHINGTON COUNTY CLERK & RECORDER
REPORT OF COLLECTIONS
COLLECTION FOR THE PERIOD 9/1/2022-9/30/2022

SEPTEMBER 2022:

Beginning Balances: \$ 2,087.34
Fees Collected: 35,897.85
Total \$37,985.19

DISBURSEMENTS:

Tax Redemptions \$ 3,937.94
Tax Redemptions Interest 846.80
Revenue Stamps 5,625.00
Larado Usage Fee 808.44
Take Notice 20.00
Disbursements \$ 11,238.18
Balance: \$26,747.01



AUGUST 31, 2022

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND) \$ 5,080.00
(G. I.S. RECORDER FUND) 254.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$9.00 PER 239 DOC) 2,277.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 44.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 50.00

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 2,032.00

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES) 762.00

(FEE'S COLLECTED) 14,160.67

TOTAL \$24,659.67

TOTAL DISBURSEMENT \$35,897.85

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41

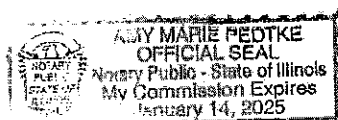
Tax Redemption #2014-000054: \$927.26


Tax Redemption #2014-000058: \$218.60

Total remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF SEPTEMBER, 2022.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1st DAY OF OCTOBER 2022.




NOTARY

I, LEN CAMPBELL, SHERIFF OF WASHINGTON COUNTY STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF SEPTEMBER 2022.

FEES EARNED	\$ 665.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	\$ 152.00
DIETING PRISONERS	\$4024.25
SAL. DUE SHERIFF	\$4650.00
SERVICE CALLS/PATROL MILEAGE	\$3934.00

COUNTY INMATES..... 6

FEDERAL INMATES..... 5

CRIMINAL ARRESTS 15

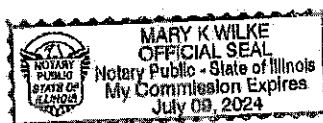
TRAFFIC ARRESTS..... 16

WARNINGS..... 80

Len Campbell
SHERIFF LEN CAMPBELL

I, *Mary Wilke* ATTEST THAT THE ABOVE SIGNATURE IS THAT
OF LEN CAMPBELL, SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY
PRESENCE THIS *11th* DAY OF *October*.

M. Wilke
NOTARY





WASHINGTON COUNTY
EMERGENCY AMBULANCE AND RESCUE SERVICE

160 N. WEST COURT STREET NASHVILLE, ILLINOIS 62263

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report for September 2022

Receipts/Billing

September Service Fees	\$ 102,109.00 – 5yr Average = \$ 92,911.61
September Income From Fees	\$ 64,203.40 – 5yr Average = \$ 55,945.89

Total Expenses

August Bills	\$ 11,745.47
August Salaries	\$ 68,210.76

Total Calls for FY 2022

5yr Average

December 2021:	142	-	144
January 2022:	136	-	149
February 2022:	133	-	127
March 2022:	149	-	133
April 2022:	147	-	136
May 2022:	133	-	140
June 2022:	146	-	142
July 2022:	152	-	149
August 2022:	152	-	152
September 2022:	148	-	155
October 2022:			
November 2022:			

2022 Totals: 1438

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix
6-12 Month Mature Average

Primary Payor	% of Trips
Medicare	41%
Medicare Advantage	13%
Insurance	16%
Medicaid	16%
Medicaid MCO	3%
Patient	9%
Facility	1%
Other Govt. Payors	1%
TPL	1%

Net Collection Percentages
6-12 Month Mature Average

Primary Payor	Coll %
Medicare	99%
Medicare Advantage	87%
Insurance	89%
Medicaid	103%
Medicaid MCO	100%
Patient	13%
Facility	100%
Other Govt. Payors	100%
TPL	74%

Cash Per Trip
6-12 Month Mature Average

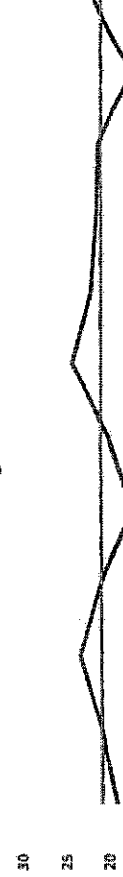
Primary Payor	CPT
Medicare	\$ 642.18
Medicare Advantage	\$ 665.56
Insurance	\$ 890.14
Medicaid	\$ 411.41
Medicaid MCO	\$ 502.35
Patient	\$ 133.28
Facility	\$ 673.48
Other Govt. Payors	\$ 992.53
TPL	\$ 510.50

DOs	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2021-10	103	105,878.00	37,180.79	68,697.21	629.53	57,985.44	12,055.45	895.12	(1,408.08)	1,026.00	665.02	555.44	83.5%
2021-11	90	91,757.10	28,670.25	63,086.85	(16.84)	56,209.91	5,032.58	168.50	2,029.50	1,019.52	700.97	622.68	86.8%
2021-12	83	88,333.90	26,109.01	62,224.89	270.00	54,991.54	6,536.49	1,342.64	2,326.50	1,070.29	755.72	546.37	86.5%
2022-01	80	82,505.00	24,896.02	57,607.98	25.07	47,910.20	7,701.70	210.14	2,181.15	1,031.33	720.10	596.25	82.8%
2022-02	85	86,007.50	22,496.81	63,508.69	(13.12)	51,053.37	11,517.46	108.15	1,048.74	1,011.85	747.16	599.48	90.2%
2022-03	91	91,493.00	26,355.35	65,137.65	(8.98)	54,965.90	7,202.47	113.89	3,088.05	1,005.42	715.75	602.99	84.2%
2022-04	96	103,906.50	28,690.07	75,216.43	-	60,456.48	10,831.55	623.86	4,563.26	1,082.36	783.61	623.25	78.5%
2022-05	85	82,442.00	24,900.76	57,541.24	-	43,282.11	8,368.91	-	5,860.22	965.91	676.96	509.20	75.2%
2022-06	92	89,484.00	24,163.29	65,320.71	-	43,392.82	917.50	-	21,010.39	972.85	710.01	471.66	68.4%
2022-07	84	80,714.50	17,043.63	63,670.87	-	38,856.97	1,895.00	-	22,937.90	960.89	757.99	462.34	81.0%
2022-08	97	92,239.50	14,479.25	77,760.25	-	28,183.30	-	-	48,571.95	950.92	801.55	290.50	35.3%
2022-09	93	95,025.50	2,748.63	92,276.87	-	5,589.08	-	-	87,587.81	1,031.46	1,001.90	60.10	5.0%
Totals	1,079	1,090,987.50	277,731.66	813,255.84	825.86	542,771.60	73,105.11	3,222.11	200,786.38	1,011.11	753.71	500.05	66.3%

Trip Count Trend - Excluding Current Month



Average Loaded Miles



COUNTY OF WASHINGTON, ILLINOIS

ORDINANCE NO. 2022- 14

**AN ORDINANCE AMENDING THE
REVISED CODE OF ORDINANCES
OF THE
COUNTY OF WASHINGTON, ILLINOIS**

**ADOPTED BY THE
COUNTY BOARD
OF THE
COUNTY OF WASHINGTON, ILLINOIS**

THIS 11 TH DAY OF Oct., 2022

ORDINANCE NO. 2022- 14

AN ORDINANCE AMENDING THE AMBULANCE SERVICE FEES AND RATES TO BE CHARGED

WHEREAS, the Washington County Board has previously passed an ordinance concerning the Washington County Ambulance Service, which is codified at Section 30-2-1 of the Revised Code of Ordinances of Washington County; and

WHEREAS, the Washington County Board now wishes to amend said Ordinance by revising the Ambulance Service fees and rates to be charged.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Washington, Illinois, that:

Section I. Amendment. The attached Exhibit B shall amend and replace the current Exhibit B to Section 30-2-1 of "**The Revised Code of Ordinances**" of County of Washington, Illinois."

Section II. Severability of Provisions. Each section, paragraph, sentence, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance, nor any part thereof, other than that part affected by such decision.

Section III. Conflicting Ordinances. Any conflicting ordinances, code provisions or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

Section IV. Effective. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 11th day of October, 2022, by the County Board of the County of Washington, Illinois, and deposited and filed in the office of the County Clerk in said County on that date.



SHARI HEMPEN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT OF INTEREST
Leo Barczewski	X				
Doug Bening	X				
Eric Brummer	X				
Alan Hohl	X				
Dave Iwendahl	X				
Dave Karg	X				
Brian Klingenberg	X				
Eugene Lamczyk	X				
Kate Muentzer	X				
Dennis Shennick	X				
Rodney Small	X				
David Meyer	X				
Paul Todd				X	
Larry Unverfehrt				X	
Gary Suedmeyer				X	

Signed by the Chairman of the County Board of Washington County, Illinois,
this 11th day of October, 2022.

David A. Meyer

DAVID MEYER, CHAIRMAN
WASHINGTON COUNTY, ILLINOIS

ATTEST:

Shari Hempen

SHARI HEMPEN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

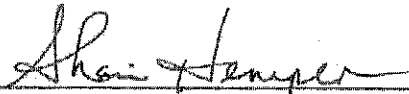


COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF WASHINGTON) ss. COUNTY CLERK'S OFFICE

I, Shari Hempen, County Clerk of the County of Washington, do hereby certify that the following Ordinance of the County of Washington, Illinois, was duly passed by the County Board of the County of Washington, Illinois, signed by the Chairman, and that this ordinance is a true and perfect copy of the ordinance, as passed, approved, and now of record and on file in my office as provided by law.

In witness whereof, I have set and affixed the Corporate Seal of the County of Washington, Illinois, this 11th day of October, 2022.



SHARI HEMPEN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS



EXHIBIT B

ALS 2 County	\$ 927.00
ALS 2 Non-County	\$ 1,191.00
Air TNT County	\$ 672.00
Air TNT Non-County	\$ 940.00
ALS 1 E County	\$ 800.00
ALS 1 E Non-County	\$ 957.00
ALS 1 Non E County	\$ 687.00
ALS 1 Non E Non-County	\$ 808.00
BLS E County	\$ 667.00
BLS E Non-County	\$ 854.00
BLS Non E County	\$ 585.00
BLS Non E Non-County	\$ 721.00
DOA Transport	\$ 474.00
Friendship Manor Mileage	\$ 8.00
Friendship Manor	\$ 474.00
Medical Examiner Mileage	\$ 1.00
Medical Examiner	\$ 150.00
Mileage	\$ 20.00
Patient Mileage	\$ 20.00
QRV	\$ 150.00
QRV Mileage	\$ 1.00
Speciality Care County	\$ 1,059.00
Speciality Care Non-County	\$ 1,325.00
Treatment, No Transport	\$ 100.00 *

*Only assessed on third and subsequent treatments without transport; this is not assessed on the first two treatments without transport

Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
WASHINGTON COUNTY	GENERAL FUND CHECKING	626,332.96	579,756.33	373,485.77	832,603.52
	TOTAL FUNDS:GENERAL FUND	626,332.96	579,756.33	373,485.77	832,603.52
	GENERAL FUND INVESTMENTS	87,326.68	202.30	0.00	87,528.98
	VETERANS ASSISTANCE BALANCE	18,767.03	149.04	0.00	18,916.07
	DRUG ENF TASK FORCE BALANCE	396.63	0.00	0.00	396.63
	HEALTH DEPARTMENT BALANCE	700,170.48	30,908.03	28,250.35	702,828.16
	WASH CO. EMERG SERVICE BALAN	506,889.81	166,665.03	102,742.71	570,812.13
	IMRF & SOCIAL SECURITY BALAN	2,129,945.27	165,604.92	114,989.89	2,180,560.30
	RECORDER'S AUTOMATION BALANCE	77,335.83	1,763.77	0.00	79,099.60
	COUNTY COURT FUND BALANCE	160,536.21	2,100.46	797.42	161,839.25
	AUTOMATION BALANCE	128,885.24	1,738.66	0.00	130,623.90
	LAW LIBRARY BALANCE	605.92	315.02	769.90	151.04
	CHILD SUPPORT BALANCE	136,974.30	3.83	0.00	136,978.13
	PROBATION BALANCE	56,199.27	2,666.93	0.00	58,866.20
	L. DUECKER BALANCE	2,003.81	0.00	0.00	2,003.81
	DUI EQUIPMENT BALANCE	11,459.96	0.26	0.00	11,460.22
	EMINENT DOMAIN BALANCE	0.00	0.00	0.00	0.00
	SHERIFF'S DRUG BALANCE	19,084.11	37.99	0.00	19,122.10
	TAX SALE AUTOMATION BALANCE	33,558.17	1,102.84	0.00	34,661.01
	INDEMNITY BALANCE	96,385.16	8.19	0.00	96,393.35
	INHERITANCE BALANCE	0.00	0.00	0.00	0.00
	UNKNOWN HEIRS BALANCE	0.00	0.00	0.00	0.00
	COUNTY HIGHWAY BALANCE	1,141,746.85	50,137.27	72,084.07	1,119,800.05
	COUNTY BRIDGE BALANCE	1,073,007.17	70,735.33	7,400.00	1,136,342.50
	MATCHING FUNDS BALANCE	1,132,430.38	25,703.39	0.00	1,158,133.77
	COUNTY MOTOR FUEL TAX BALANCE	2,634,381.04	170,507.21	30,150.11	2,774,740.14
	ROAD DIST MOTOR FUEL BALANCE	4,017,712.64	468,375.23	917,600.25	3,568,487.61
	TOWNSHIP BRIDGE BALANCE	33,961.31	12.16	0.00	33,973.47
	WASH. COUNTY TORT LIABILITY	1,104,164.04	43,152.35	0.00	1,147,316.39
	SOLID WASTE PROGRAM	1,650.72	0.00	42.00	1,608.72
	STATES ATTORNEY DRUG PREVENT	2,742.25	7.19	0.00	2,749.44
	SECURITY FEES FUND	27,882.23	2,867.57	0.00	30,749.80
	SALE IN ERROR FUND	119,916.89	15.29	0.00	119,932.18
	DOCUMENT STORAGE FUND	301,762.73	1,679.07	149.98	303,291.82
	RECORDERS SPECIAL FUND	25,231.98	220.00	0.00	25,451.98
	G.I.S. MAPPING FUND	135,993.99	6,103.46	0.00	142,097.45
	CLERK OPERATIONS ADD-ONS	47,461.04	469.58	66.99	47,863.60
	POLICE VEHICLE FUND	6,358.20	25.18	0.00	6,383.38
	WASH CO PET POPULATION	10,452.42	140.00	468.00	10,124.42
	CONTROL FUND				
	PRAIRIE STATE REVENUE FUND	6,951,221.40	0.00	0.00	6,951,221.40
	DOG AND CAT WELFARE FUND	14,036.06	430.00	1,716.25	12,749.81
	CORONERS FUND	7,135.43	225.00	2,225.86	5,134.57
	GENERAL OBLIGATIONS BONDS 2010	0.00	0.00	0.00	0.00
	ELECTRONIC CITATION FUND	7,797.20	53.02	0.00	7,850.22
	DEBT SERVICE FUND	97,450.13	10,508.05	0.00	107,958.18
	STATE'S ATTORNEY AUTOMATION	19,184.20	83.50	0.00	19,267.70
	CO CLERK DOCUMENT STORAGE	45,378.00	660.00	0.00	46,038.00

WASHINGTON COUNTY BUDGETARY STATUS

Fund 001 COUNTY GENERAL FUND

WASHINGTON COUNTY

Period Ending Date: September 30, 2022

Account Number	Previous Actual	Original Budget	Adjustments to Budget	Current Total Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Account Name								
Fund 001 COUNTY GENERAL FUND								
Fiscal Year 2022								
Department 00								
Revenues								
00-401.00	2,210,249.91	2,040,395.00	0.00	2,040,395.00	294,268.88	346,730.92	1,693,664.08	16.99%
COUNTY PROPERTY TAXES								
00-402.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
COUNTY PROPERTY TAXES PRIOR								
00-402.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
INT ON PROPERTY TAX -PRIOR YRS								
00-403.00	40,195.86	0.00	0.00	0.00	0.00	75,623.08	-75,623.08	100.00%
INTEREST ON PROPERTY TAXES								
00-404.00	763.80	0.00	0.00	0.00	0.00	786.27	-786.27	100.00%
MOBILE HOME TAX								
00-404.01	3,080.22	0.00	0.00	0.00	0.00	3,737.41	-3,737.41	100.00%
INTEREST ON MOBILE HOME TAX								
00-405.00	927,594.26	912,000.00	0.00	912,000.00	97,268.80	840,267.94	71,732.06	92.13%
SALES TAX/USE TAX								
00-411.00	874,651.39	870,000.00	0.00	870,000.00	55,076.48	844,445.98	25,554.02	97.06%
STATE INCOME TAX								
00-412.00	328,277.81	317,528.00	0.00	317,528.00	0.00	543,134.55	-225,606.55	171.05%
REPLACEMENT TAX								
00-413.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
CORONER GRANT								
00-413.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
ENERGY GRANT								
00-413.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
HAZARD MITIGATION GRANT								
00-413.99	156,518.15	0.00	0.00	0.00	0.00	1,053.35	-1,053.35	100.00%
GRANT INCOME: COVID RELIEF								
00-414.00	3,144.00	0.00	0.00	0.00	60.00	3,160.00	-3,160.00	100.00%
PLAT BOOK SALES								
00-415.00	29,100.00	29,850.00	0.00	29,850.00	2,487.50	24,812.50	5,037.50	83.12%
ASSESSORS SALARY REIMBURSE								
00-415.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
COUNTY BOARD REIMBURSEMENT								
00-416.00	127,120.99	113,654.00	0.00	113,654.00	10,890.85	106,161.86	7,492.14	93.41%
STATES ATTY REIMBURSEMENTS								
00-416.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
STATES ATTY GRANT ADVOCATE								
00-416.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
STATES ATTORNEY DUI PROSECUT								

NATALIE LYNCH
OFFICE OF THE COUNTY TREASURER
WASHINGTON COUNTY
101 E. ST. LOUIS ST.
NASHVILLE, ILLINOIS 62263
PHONE: (618)327-4800 EXT 152
FAX: (618)327-8749
OFFICE HOURS: 8:00am - 4:00pm

A R P A FUND RECAP

	Income	Disbursements
PREVIOUS FUND BALANCE: (As of 08/30/2022)	\$ 2,425,174.98	
 SEPTEMBER ACTIVITY		
<u>INTEREST INCOME (Comm. Trust Bank)</u>	<u>\$ 620.30</u>	
TOTAL	\$ 2,425,795.28	
PREM. PAY: AMBULANCE DEPT.		\$ 8,799.40
<u>PREM. PAY: COMMUNICATIONS DEPT.</u>		<u>\$ 2,225.36</u>
		 <u>\$ 11,024.76</u>
CURRENT FUND BALANCE: (As of September 30, 2022)	<u>\$ 2,414,770.52</u>	

"K"

ANNUAL BUDGET FOR UNIVERSITY OF ILLINOIS EXTENSION
(Formerly Cooperative Extension Service)
County of Washington, State of Illinois

FILED
SEP 15 2022
SHARI HEMPEN
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

We, the University of Illinois Board of Washington County, to whom was referred the matter of preparing the Annual Budget for said University of Illinois Extension for said county for the purpose of meeting and defraying the necessary expenses and liabilities thereof, for the fiscal year beginning the first day of December 2022, and ending the thirtieth day of November, 2023, respectfully reported that we have prepared a budget to cover said period in the manner as required by Statute, and the same has been approved by said council (or committee).

We certify that said proposed budget was prepared and made conveniently available for public inspection at the office of the County Clerk for a period of more than fifteen days prior to the 1st day of December, 2022.

We, therefore, respectfully submit said proposed budget to the County Board of said county, for the approval and adoption and recommended that the same be adopted by an Aye and Nay vote of said Board as the Annual Budget for the proposed aforesaid, for the fiscal year beginning December 1, 2022, and ending November 30, 2023.

Carole Moeller
David R. Kang
Eugene Loupp
Kathy Mustz

Linda Summers

Members of the University of Illinois/Washington County Board

Approved by the County Board this 11th day of October, 2022, by an Aye and Nay vote, and said day being one of the days of the regular, 2022 meeting of the County Board of said County.

REVENUES	
Extension Council	\$1,000
County Taxes	\$140,250
Washington County Extension Foundation	\$5,000
Local Agreements	\$1,000
State Matching Funds @ 65% anticipated	\$95,713
Non-Matching Funds	\$5,072
Total	\$248,035

Appropriated and submitted by the University of Illinois/Washington County Board this _____ day of _____, 2022.

Cosette Pfoeller
Dawn R. Kays
Eugene Sampson Jr
Kathy M...

Linda Summers

Members of the University of Illinois/Washington County Board

Approved and adopted by the County Board of the County of Washington in the State of Illinois, by and Aye and Nay vote on the 11th day of October 2022, being one of the days of the regular 2022 meeting of the County Board of said County.

ATTEST:

Shari Hemper
 Clerk of the County Board and County Clerk

Brian Klingenberg moved that appropriation ordinance be approved.
Kate Muentner seconded that motion. Aye and Nay vote taken.
 Motion Carried Results: 12 Aye votes 0 Nay votes.



Shain Hemper

Clerk of the County Board and County Clerk

Brian Klingenberg moved and Kate Muentert

seconded that the Annual University of Illinois Extension/Washington County budget is approved.

Motion carried.

Aye and Nay vote taken. Results: 12 Ayes and 0 Nays

RESOLUTION

A RESOLUTION MAKING THE ANNUAL APPROPRIATION OF EXPENDITURES TO BE MADE FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF DECEMBER, 2022, AND ENDING THE THIRTIETH DAY OF NOVEMBER, 2023, FROM THE COUNTY UNIVERSITY OF ILLINOIS FUND, A PART OF THE GENERAL FUND OF THE COUNTY OF WASHINGTON IN THE STATE OF ILLINOIS. BE IT RESOLVED, BY THE COUNTY BOARD OF THE COUNTY OF WASHINGTON IN THE STATE OF ILLINOIS:

That there be and is hereby appropriated from the County Cooperative Extension Service Fund, a part of the General Fund of the County of Washington raised by taxation for the fiscal year beginning the first day of December, 2022 and ending the thirtieth day of November, 2023, for the uses and purposes as herein set forth and said period the sum of Two Hundred Forty-Eight Thousand Thirty-Five Dollars (\$248,035.00) which said appropriation is hereby made in conformity with the laws of the State of Illinois.

Number	EXPENSES – PERSONNEL	Amount
1	Salaries	\$143,677
2	Extra Help (Other Wages)	\$7,000
	TOTAL – PERSONNEL	\$150,677
Number	EXPENSES - NON PERSONNEL	Amount
3	Office Supplies	\$5,000
4	Program/Educational Supplies	\$5,750
5	Travel	\$4,788
6	General Services (includes Duplicating/Copy Services)	\$15,000
7	Separation Pool	\$3,007
8	Rent/Lease	\$24,000
9	Utilities	\$4,700
10	Postage	\$2,000
11	Equipment Maintenance	\$4,660
12	Telephone	\$12,000
13	Consult/Judges	\$800
14	Equipment Under \$500	\$1,000
15	Equipment Over \$500	\$6,000
16	Miscellaneous (includes 4-H Premiums Paid)	\$5,412
17	Unit Operating Expenses	\$3,241
	TOTAL - NON PERSONNEL	\$97,358
	TOTAL EXPENDITURE BUDGET	\$248,035

UNIVERSITY OF ILLINOIS/WASHINGTON COUNTY

TAX LEVY

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF DECEMBER 2022, AND ENDING THE THIRTIETH DAY OF NOVEMBER 2023, FOR THE USES AND PURPOSE HEREINAFTER SET FORTH FOR THE COUNTY OF WASHINGTON IN THE STATE OF ILLINOIS.

WHEREAS, the County Board of the County of Washington in the State of Illinois did on the 11th day of October 2022, being one of the regular days of the regular 2022, meeting, approve and adopt Annual Budget and Appropriation Ordinance for University of Illinois Extension for said County for the fiscal year beginning December 1, 2022, and ending November 30, 2023, and

WHEREAS, the question of levying an additional and excess tax for the Cooperative Extension Education program was submitted to a referendum vote on November 3, 1987, at which election a majority of the elector approved the said additional tax levy.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Washington and State of Illinois.

SECTION I. That there be and is hereby levied, to be collected by General Taxation upon all real and personal mixed property of the County of Washington in the State of Illinois, subject to taxation as the same is assessed and equalized for taxation, for Tax and County purposes, for the fiscal year beginning December 1, 2022 and ending November 30, 2023, for the purpose of defraying current expenses of **Two Hundred Forty-Eight Thousand Thirty-Five Dollars (\$248,035.00)**, which said levy in such case made and provided, and is levied for the following purposes for which appropriation have heretofore been made. County taxes requested is **One Hundred Forty Thousand Two Hundred Fifty Dollars (\$140,250.00)**.

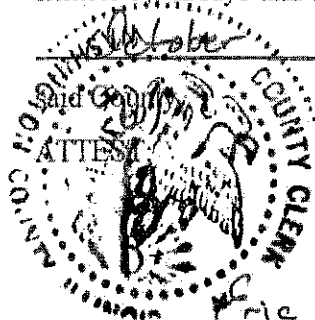
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8	Rent/Lease	\$ 24,000
9	Utilities	\$ 4,700
10	Postage	\$ 2,000
11	Equipment Maintenance	\$ 4,660
12	Telephone	\$ 12,000
13	Consult/Judges	\$ 800
14	Equipment Under \$500	\$ 1,000
15	Equipment Over \$500	\$ 6,000
16	Miscellaneous (includes 4-H Premiums Paid)	\$ 5,412
17	Unit Operating Expenses	\$ 3,241
	TOTAL - NON PERSONNEL	\$ 97,358
	TOTAL EXPENDITURE BUDGET	\$248,035

	REVENUES	
	Extension Council	\$ 1,000
	County Taxes	\$140,250
	Washington County Extension Foundation	\$ 5,000
	Local Agreements	\$ 1,000
	State Matching Funds @ 65% anticipated	\$ 95,713
	Non-Matching Funds	\$ 5,072
	Total	\$248,035

SECTION II. That the County Clerk of said Washington County in the State of Illinois, on the passage and adoption of this Tax Levy by the County Board of said County shall record the same in the office of the County Clerk of Washington County, Illinois.

APPROVED AND ADOPTED By the County Board of the County of Washington, State of Illinois by an Aye and Nay vote after adoption of the appropriation ordinance on the 11th day of October, 2022 being on the days of the regular 2022 meeting of the County Board of



Shain Hensper
Clerk of the County Board and County Clerk

Eric Brannmeier moved that the Tax Levy be approved and adopted.

Motion seconded by Eugene Lamczyk.

Results: 12 Aye votes 0 Nay votes



TECHGUARD

S E C U R I T Y®

Protecting
Brands

Protecting
Freedom

Delivered on:
Not yet submitted

Submitted by:
TechGuard Security

1722 Corporate Xing Ste 1
O'Fallon, Illinois 62269

Phone: 636-489-2230

Fax: 618-744-9573

SECURITY SERVICES
PROPOSAL

WASHINGTON
COUNTY IL

EXECUTIVE SUMMARY

TechGuard Security, LLC (TechGuard) is pleased to provide Washington County IL with a proposal to accomplish your Cybersecurity Risk Assessment needs. We pride ourselves on our ability to execute a detailed and systematic review of your current state of privacy and security, identify opportunities for improvement and provide an approach to achieve correction and mitigation of those findings. Our team is focused on developing meaningful analysis that functions at a corporate level for budgeting and technology planning purposes, as well as at a facility level to address risks within the targeted organization.

At TechGuard we take a holistic approach to cybersecurity. By definition, cybersecurity encompasses the measures taken to protect a computer or computer system against unauthorized access or attack. We understand that in order to truly secure a computer system from malicious attack, the solution should encompass a combination of people, processes, and technology - none of which are mutually exclusive.

- **People:** Our people are our most valuable resource. We invest in our expert staff to ensure they have opportunities for professional growth and development. Ongoing training and conferences guarantee our people better understand and stay prepared for the ever-changing landscape in the security industry.
- **Process:** We have well-documented processes and procedures for every computer system against unauthorized access or attack. We understand major security-related testing and assessment to ensure consistency and repeatability. These processes are continuously tested and updated to include any new vulnerability and testing procedures to better support our customers.
- **Technology:** Our consultants are equipped with the appropriate tools they need to thoroughly and properly perform their roles. These tools are routinely tested in our research lab to validate their effectiveness without adding unneeded strain on customer's infrastructure during testing periods.

As your trusted cybersecurity partner, we apply our holistic approach to your people, processes, and technology. Communication and transparency throughout our working partnership ensure you achieve your cybersecurity goals.

Our cybersecurity offerings address both inside and outside threats. Our services range from cybersecurity awareness training (TechGuard S.H.I.E.L.D) to deflect the 'human element' of risk and create a security-minded culture to a diverse array of services that identify outside vulnerabilities, gaps, and threats. TechGuard has the expertise, experience, and award-winning cyberspace resources to improve your security posture. Malicious cyberattacks have drastically increased over the past few years and show no signs of stopping. When you choose TechGuard, you are choosing a company capable of protecting our nation. We are well-prepared to apply that same level of dedication, passion, and experience to protecting your critical assets.

COMPANY OVERVIEW

Founded in 2000 to address national cyber defense needs and protect the U.S. critical infrastructure, TechGuard has earned a reputation for being one of the most trusted partners to the U.S. government. We apply that same level of expertise and dedication to protecting businesses of all sizes from cyberattacks. Our Cybersecurity Experts take a security-first approach - always ensuring corporate transparency, implementing best practices, and promoting operational excellence. TechGuard has a proven track record for keeping our customers one step ahead of cybercriminals by delivering a diverse array of cyber solutions focused on the offensive, proactive, and preventative measures. TechGuard is a leading innovator in offensive cyber capabilities and has been engaging in this unique approach to cybersecurity since 2006.

TechGuard fully complies with ISO 9001:2015 standards. This certification ensures that we have an established quality management system as well as proven processes and methodologies in place to support the requirements of both our government and business customers. Our leaders take pride in maintaining a current and in-depth understanding of cyber threats, which allows them to implement our award-winning services and solutions as effectively as possible. This ensures our customers can discover their risks and vulnerabilities, effectively address them, and ultimately protect their assets.

Our expert team has exceptional performance ratings. TechGuard has supported various cyber missions for U.S. Navy Fleet Cyber Command, the U.S. Marine Corps Force Cyberspace, the Defense Security Services, the Department of Labor, the Department of Homeland Security, as well as various other governmental agencies. Our team adapts these solutions and applies them to support a diverse array of business environments, including but not limited to, the following:



Aerospace



Banking &
Finance



Energy



Healthcare



Pharmaceutical



Insurance



Automotive



Retail



Education



Municipalities

TechGuard offers a quality of service that one would expect from a larger organization with the dedication, passion, and flexibility of a small business. We go above and beyond to protect critical assets and data stored and communicated in the Information Technology environment.

YOUR CYBERSECURITY TEAM

Adam Jones, EJPT, Security+ | Adam has obtained several years of experience within IT Security and holds a certification as a CMMC registered practitioner. While studying toward his cybersecurity degree, Adam held various roles in the healthcare and fortune 100 spaces. His responsibilities over the years have included various customer support and administrative duties before moving on to more security-focused tasks like penetration testing and vulnerability scanning. At TechGuard, Adam assists customers with improving their cybersecurity programs as well as promoting best practices within TechGuard.

Matt Jones, Security + | Matt holds a bachelor's degree in Cybersecurity with a minor in Computer Science. Through multiple internships at Graybar Electric Company and Barnes Jewish Healthcare, Matt has obtained valuable experience in the vast IT space. He has had roles in incident response, compliance and policy, and vulnerability management through these internships. At TechGuard, Matt works with customers on reoccurring vulnerability scans, assisting in audits, penetration testing, and social engineering campaigns.

Dean Swartz, CISS, CISA, ITIL, ITSM Admin, ICAgile Certified Professional | Dean is an experienced IT professional with 20+ years in IT infrastructure before transitioning into management and then cybersecurity. He is a military veteran and holds an Associate Degree in computer programming. At TechGuard, as a Cybersecurity Compliance Analyst (auditor), Dean specializes in leveraging a broad range of skills. He has a proven ability to be an integral part of how a company adopts and uses technology to streamline its processes, eliminate redundancy, and enhance productivity for its users. Dean utilizes his experience, and ITIL/ICAgile mindset, by providing businesses with continuous improvement.

Jordan Moore, GIAC Certified Enterprise Defender (GCED) | Jordan has 8 years of IT experience with a bachelor's degree from Southern Illinois University Carbondale in Information Systems Technology. Jordan has held Security Analyst roles in the Energy sector and in the Managed Security Service Provider industry. His previous responsibilities have included working with SIEM tools, incident reporting and handling, handling customer escalations, and assisting with audits

Joseph Beckwith, ITIL, Joseph has a wealth of experience in IT, spanning almost 20 years in multiple disciplines, the last several of which have been focused on Cybersecurity for a major university subject to HIPAA/FERPA industry compliance mandates. His specialized previous experience includes Enterprise Mobility/MDM, system hardening to benchmark standards, and vulnerability and risk assessments in hybrid environments. Joseph also has multiple ties to the St. Louis local cybersecurity community and is a founding member of the local hackerspace .

DESCRIPTION OF SERVICES

Vulnerability Assessment

A Vulnerability Assessment is the testing process used to identify, quantify, and rank security vulnerabilities in a computing environment. This process involves automated and manual techniques with varying degrees of rigor and emphasis on the different layers of technology, the most common being host, network, and application-layer assessments.

Your TechGuard Cybersecurity Experts are trained to use both open source and commercially available vulnerability assessment tools to obtain the most reliable and accurate results. This approach provides us the ability to observe what an attacker would see utilizing the same tools; this valuable insight on how a low to intermediate attacker would be able to gain access to your enterprise network.

Active Directory is a major target for adversaries, where often many misconfigurations exist. These misconfigurations often allow hackers to move laterally in your network, escalate privilege and even lead to access to sensitive information in your organization.

TechGuard will run an Active Directory Scan in order to uncover what misconfigurations an attacker might use and help mitigate those risks. This will be done by looking at the different relationships between users within a domain as well as their forest, trees, and trust.

Findings are classified as follows:

Finding Severity Classification

Critical

May be used to immediately breach the integrity of the organization. This level of severity should be addressed immediately.

High

Indicate serious deficiencies that have already, or most likely will, result in a serious breach within the hosting infrastructure. This will impact the ability to maintain an appropriate security posture.

Medium

Indicate a level of severity that could have a moderate impact on the organization if a successful attack were executed.

Low

Do not constitute a direct threat to the organization itself but are the building blocks attackers use to wage a successful assault against an organization of interest.

Clean up: TechGuard Cybersecurity Experts understand security information is extremely sensitive to an organization. As a result, we have implemented procedures to ensure assessment details are removed from test systems.

DESCRIPTION OF SERVICES

Penetration Testing Methodology Overview

TechGuard has adopted the National Institute of Technology and Standards (NIST) methodology (NIST SP 800-115). We are using this framework as the guidelines for our testing. Our experts attempt to find all related vulnerabilities (known and unknown) and weaknesses using various penetration testing network tools and techniques, both manual and automated. In all our pen-testing engagements, a TechGuard Cybersecurity Professional utilizes techniques cybercriminals use based on current trends and attack vectors seen or studied in the world today. We emulate an attacker using automated and manual processes to perform reconnaissance, map your network, identify an attack surface, and exploit weaknesses and/or vulnerabilities found. Unlike an attacker, we stop our test before exposing sensitive data or causing harm to your environment.

Penetration Testing (pen testing) is identified into three types: Black Box, Grey Box, and White Box.

- Pen Testing is identified by three types: Black Box, Grey Box, and White Box.
- Black Box pen testing is performed with little or no prior knowledge (except for IP address or URL) regarding the systems in scope. This testing most closely mimics that of an adversary or hacker.
- Grey Box pen testing is a cost-effective, real-world test that reveals both external and internal threats. Grey Box pen testing requires the organization to provide the TechGuard Cybersecurity Professional with some level of information about the systems in scope (network architecture diagrams, credentials, target URL's). Grey Box pen testing increases the surface area of the test and provides the most value for your organization.
- White Box requires the tester have full access and explicit knowledge of the target system. Pen Tests can be performed both internally and externally and are designed to provide vital insight into the security posture of your network.

TechGuard provides and follows a timeline to facilitate planning and help set expectations. Based on our experience in performing pen tests and the assumption that both parties are responsive to requests to complete necessary tasks.

Penetration Testing Timeline and Phases Overview

TechGuard provides this timeline to facilitate planning and help set expectations. Based on our experience in performing pen tests and the assumption that both parties are responsive to requests to complete necessary tasks, our assessment is broken down into four distinct phases: planning, discovery, attack, exploitation, and reporting and clean up.



Planning: During the planning phase, the foundation for any good test is to establish a successful plan for the network penetration test. Together, we develop mutually agreeable rules of engagement to ensure expectations from both parties are fully defined. This is done with both parties agreeing to a Rules of Engagement (ROE) document to include dates/times of the assessment, notifications, exceptions/limitations of specified systems, systems in scope of the evaluation, ground rules for vulnerability exploitation, and approvals from Senior Leadership. No actual testing occurs during this phase.

Discovery: The assessment begins with a reconnaissance phase. Information gathering techniques are employed to identify publicly available information an adversary could use to develop an attack plan to penetrate your networks and enumerate exposed network services associated with your networks and hosts of interest. This phase is crucial for establishing attack vectors and mapping your susceptible attack surface.

Reconnaissance relies heavily on open-source intelligence-gathering tools and techniques, including various search engines and information harvesting tools and techniques to discover as much information as possible about your networks and hosts of interest. Information collected is used to identify vulnerabilities and identify security weaknesses to move toward exploitation and detection evasion. Specified hosts, networks, and services are tested in Phase 3 to determine whether an attack may result in sensitive data disclosure, vulnerability discovery for gaining local or remote access, and inappropriate or unauthorized viewing altering, copying, or deletion of information and data.

The following is performed during this phase:

- Open-Source Intelligence Information Gathering
- Initial Target Review, Identification, and Verification
- Port Scanning and Host Fingerprinting
- Breach Account Database Search
- Active Directory Scan

Active Directory is a major target for adversaries, where often many misconfigurations exist. These misconfigurations often allow hackers to move laterally in your network, escalate privilege and even lead to access to sensitive information in your organization

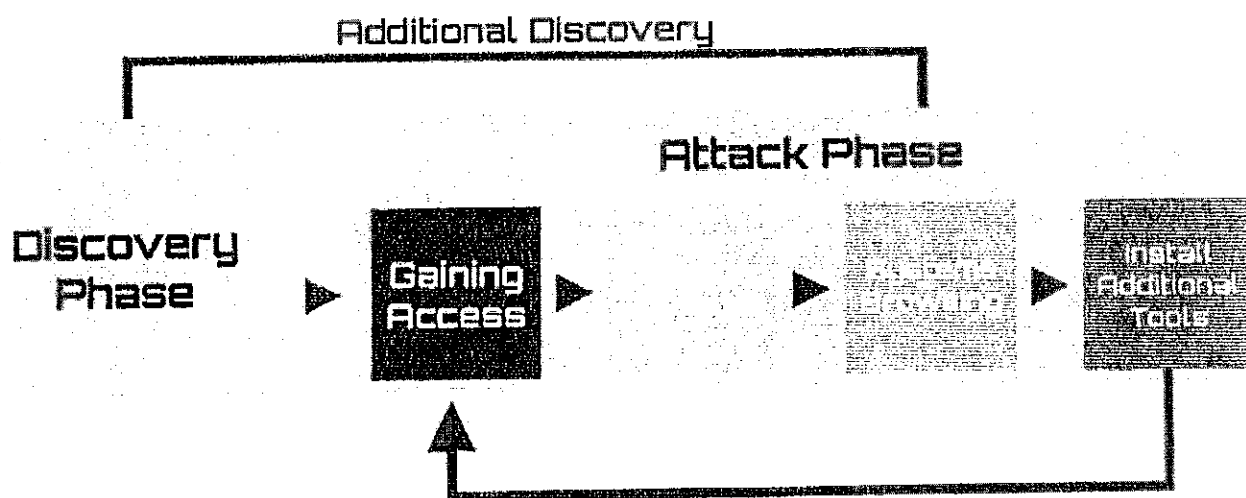
TechGuard will run an Active Directory Scan in order to uncover what misconfigurations an attacker might use and help mitigate those risks. This will be done by looking at the different relationships between users within a domain as well as their forest, trees, and trust.

Attack and Exploitation: Following the initial reconnaissance phase, the invasion and exploitation phase begins. Most data manipulation and active exploitation are conducted against discovered devices, applications, and sites. This phase typically utilizes many tools available in the public domain and is used by actual malicious threat actors. The highest consideration is always paid to avoid damaging or disrupting your computing resources and information. All activities are extensively logged. Results are meticulously reviewed by your TechGuard Cybersecurity Professional and each test is validated (and tested again) to corroborate results through detailed introspection.

We exploit identified attack vectors resulting from weaknesses such as:

- Vulnerability Scanning and Mapping
- Port Scanning and Host Fingerprinting (In-Depth)
- Misconfigured security controls
- Insecure Firewall Rules
- Brute-Forcing
- Unpatched Systems
- Weak or No Encryption/SSL Vulnerabilities
- Credential and Authentication Testing
- Executable Code Vulnerabilities such as Buffer Overflow Conditions

The discovery process has a cyclical relationship with the attack process that drills into the target systems as far as it can.



Reporting and Clean Up: TechGuard will consolidate findings generated through all tools and techniques utilized during the assessment. The report contains the host identifying information (IP address/hostname) on findings discovered. A detailed explanation of the findings is provided to give you a complete understanding of the findings. More importantly, provide alignment with business priorities to describe how you are impacted by the finding, along with an explanation for the level of severity. This allows you to prioritize findings and efforts and execute each remediation and mitigation recommended.

TechGuard Cybersecurity Professionals understand security information is extremely sensitive to an organization. As a result, we have implemented procedures to ensure assessment details are removed from test systems.

Finding Severity Classification

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Indicate serious deficiencies that have already, or most likely will, result in a serious breach within the hosting infrastructure. This will impact the ability to maintain an appropriate security posture.

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Low

Do not constitute a direct threat to the organization itself but are the building blocks attackers use to wage a successful assault against an organization of interest.

DELIVERABLES

TechGuard is committed to meeting your unique security related needs. We build an assessment plan based solely on your goals and environment. Throughout the life cycle of our engagement, we will work collaboratively with your team to maximize improvement of your overall security posture. By the close of the engagement we guarantee your team will have a tangible and actionable road map for mitigation and/or remediation of discovered findings.

One hour Kick off session to discuss and document the rules of engagement. During this session we customize your assessment based on approaches and scenarios unique to your environment.

Development and delivery of the mutually agreed upon Rules of Engagement document.

One hour post assessment review and collaborative online session (for any and all FULL versions of services). This is a critical component of our engagement & used to empower you and your staff by explaining our methods, our findings and our mitigation and/or remediation recommendations. Our goal is to establish a transparent partnership to ensure your team has complete clarity regarding the assessment and recommended course of action.

Delivery of a detailed, comprehensive written report on all security related assessments performed. This report will prioritize each finding by severity and offer real/actionable solutions for mitigation and/or remediation.

Two hours of consultation within 90 days of report delivery to assist with clarification of findings and mitigation and/or remediation related inquiries (for full Options selected).

Your dedicated point of contact ensures continuous and ongoing communication throughout the life cycle of your assessment.

SCOPE

- Vulnerability Assessment
 - Up to 1 external IP address - Quarterly
- Penetration Testing
 - Up to 1 external IP address - One time
 - Up to 500 internal IP addresses - One time (options for Lite or Full below)

ASSUMPTIONS

- Upon proposal acceptance, we will schedule a technical meeting to define mutually agreed-upon rules of engagement and scope of work as outlined in the Deliverables.
- All work is performed remotely.
- All work is performed by qualified, trained, and certified TechGuard employees. No work is ever outsourced.

PERIOD OF PERFORMANCE

We estimate this project will take X business days from kickoff to report delivery.

PRICING SCHEDULE AND FEES

Washington County IL accepts TechGuard's proposal consisting of the options presented in the table below. If the 1 year option is selected, TechGuard will invoice Washington County IL 50% of the project value upon project acceptance. The remaining 50% will be invoiced upon project completion. If the 3 year option is selected, Techguard will invoice State of Illinois 100% of the annual fee upon project acceptance and on the anniversary date of the project acceptance for the annual fee. Please note the prices quoted in the table below are valid for up to 30 days from the date indicated on this proposal. Prices are subject to change thereafter.

PRICING SCHEDULE AND FEES - 1 YEAR OPTIONS

Description	Price	Qty	Subtotal
External Pen Test <ul style="list-style-type: none"> • Up to 1 IP • Cyber Insurance requirement 	\$4,560	1	\$4,560
External Vulnerability Assessment <ul style="list-style-type: none"> • Up to 1 IP • Quarterly • Cyber Insurance requirement 	\$3,840	1	\$3,840
Internal Pen Test Lite <ul style="list-style-type: none"> • Up to 500 IP • Cyber Insurance requirement 	\$19,700	1	\$19,700
Total			\$0

PRICING SCHEDULE AND FEES - 3 YEAR OPTIONS

Description	Unit Price	Qty	Subtotal
✕ <u>External Pen Test</u>			
• Up to 1 IP	\$4,560	3	\$13,680
• Cyber Insurance requirement			\$12,996
			Discount(-5%)
✕ <u>External Vulnerability Assessment</u>			
• Up to 1 IP	\$3,840	3	\$11,520
• Quarterly			\$10,944
• Cyber Insurance requirement			Discount(-5%)
✕ <u>Internal Pen Test Lite</u>	\$19,700	3	\$59,100
• Up to 500 IP			\$56,145
• Cyber Insurance requirement			Discount(-5%)
Total			\$0

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made and entered into this Not yet accepted (the "**Effective Date**") by and between TechGuard Security, L.L.C., 1722 Corporate Xing, Suite 1 O Fallon, IL 62269, a Missouri Limited Liability Company ("**TechGuard**") and Washington County IL, 101 East St. Louis St, Nashville, Illinois, 62263 ("**Client**"), on its own behalf and on behalf of its affiliates and subsidiaries.

RECITALS

- A. TechGuard provides Internet security services, including training, assessment, and planning.
- B. Client desires TechGuard to provide specified security services
- C. TechGuard desires to provide such security services to the Client,
- D. In furtherance of these objectives, each of TechGuard and Client desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the obligations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings ascribed to those terms as hereinafter set forth:
 1. "**Agreement**" shall have the meaning ascribed to that term in the first paragraph above.
 2. "**Assessment**" means an evaluation by TechGuard, of the effectiveness of Client security in facilities, properties, [networks,] [electronic storage,] [communication networks,] and/or other assets.
 3. "**Client**" shall have the meaning ascribed to that term in the first paragraph above.
 4. "**Effective Date**" shall have the meaning ascribed to that term in the first paragraph above.
 5. "**Report**" shall mean any document, plan, program, and/or other material product
 6. "**Service Fees**" shall have the meaning ascribed to that term in Section 4.1 below.
 7. "**Services**" shall have the meaning ascribed to that term in Section 2.1 below.
 8. "**TechGuard**" shall have the meaning ascribed to that term in the first paragraph above.
 9. "**Term**" shall have the meaning ascribed to that term in Section 6.1 below.
 10. "**Statement of Work & Rules of Engagement**" or "**SOW/ROE**" shall have the meaning ascribed to that term in Section 2.2 below.
2. **TechGuard Obligations.**
 1. **Services.** Subject to the terms and conditions of this Agreement, TechGuard agrees to provide such services as described in the specifications set forth in the SOW/ROE (the "**Services**"). The extent of the Services required to be delivered by TechGuard shall, notwithstanding any other communication, be exclusively set forth in the SOW/ROE.

2. **Additional Services.** Notwithstanding Section 2.1, Client may hereafter request that TechGuard provide additional services, and TechGuard may accept such request. Any agreement to provide services in addition to the Services shall be affected only by a written agreement in a SOW/ROE signed by Client and TechGuard which contains, at a minimum, (a) a description of the additional services to be performed, (b) the time period in which such services are to be performed, and (c) the fees and expenses associated with such additional services. Upon the execution of such additional SOW/ROE the additional services requested thereunder shall be deemed "Services" under this Agreement, the fees and expenses owed by Client shall be deemed "Service Fees" hereunder, and in each as shall be subject to the terms hereto

3. **Client's Obligations.**

1. **License.** Subject to the terms and conditions of this Agreement, Client hereby grants to TechGuard a non-exclusive and non-transferable license to, during the Term of this Agreement, and for the purpose of delivering the Services, access to Client's premises, communication networks, and personnel, use of and access to Client's hardware, network, and software systems in connection with the Services provided by TechGuard to Client hereunder.
2. **Reasonable Cooperation; Premises.** Client shall provide TechGuard with prompt and thorough access to such information, systems materials, and personnel as TechGuard may request to effectively perform the Services.
3. **Primary Contact.** Client will designate one or more individuals to whom all communications concerning this Agreement, or the Services provided hereunder may be addressed. TechGuard may rely on the direction of such individual(s) as the direction of Client.

4. **Payment.**

1. **Service Fees.** Client agrees to pay TechGuard such fees, and *[provide such reimbursements of expenses]*, as are described in the SOW/ROE ("**Service Fees**") in accordance with terms contained herein.
2. **Device Fees.** Unless otherwise agreed upon and stated in the SOW/ROE, client agrees to return and any all physical equipment to TechGuard within 30 days of delivery of the final report or upon termination of this agreement, whichever occurs earlier. Client will be responsible for any replacement cost of Device or any misplaced, lost, stolen, or damages to Device.
3. **Invoices.** TechGuard shall submit invoices to Client for the Service Fees in accordance with terms set forth in the SOW/ROE. Client agrees to pay TechGuard the amount due under such invoice upon receipt of invoice. Each invoice shall include a description of the Services performed, and such other information as may be reasonably required. If Services cannot be performed for any reason due to Client negligence any remaining invoices will be due upon receipt, without regard to Service being performed.
4. **Taxes.** In addition to any Service Fees paid by Client for the Services, Client shall reimburse TechGuard for all federal, state, local, or other taxes arising from payment of the Service Fees other than income taxes.

5. **Assessments.** If the Services include Assessments, TechGuard may conduct remote and/or on-site assessments to determine the vulnerability of Client's assets or properties to intrusion and/or entry under false pretenses. Client agrees that assessments must include tests of the effectiveness of existing Client security measures. Accordingly, as part of such assessments, Client consents to TechGuard's employees or contractors attempting to gain access to Client assets or properties by deceiving Client personnel or otherwise subverting existing screening and security measures. The SOW/ROE shall contain instructions regarding TechGuard's performance of both the remote assessments and the on-site assessments. Specific restrictions, if any, to be imposed upon TechGuard's employees or personnel in conducting such assessments shall be specified in the SOW/ROE.

6. **Term and Termination.**

1. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall remain in force for the period set forth in the SOW/ROE, except as set forth in section 6.3.
2. **Renewal Terms.** Upon conclusion of the initial Term, this Agreement will automatically renew for successive one-year renewal terms (each a "**Renewal Terms**"), except as terminated per section 6.3.
3. **Termination.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at any time by either party upon the following terms and conditions:
 1. If either party breaches any material provision of this Agreement, and such breach is not cured within thirty (30) days following the breaching party's receipt of written notice of such breach from the non-breaching party, or if such breach cannot be cured within such thirty (30) day period, then the non-breaching party may terminate this Agreement, with immediate effect upon written notice to the breaching party. For clarification, all obligations of payment hereunder are agreed to be material and no notice of breach, other than the delivery of such invoice as may be otherwise required hereunder, and no cure period, shall be required. The termination right provided in this Section 6.3 is not exclusive of any remedies to which either party may otherwise be entitled in law or in equity in the event of a breach of this Agreement. In addition, TechGuard may suspend Client access to Services immediately upon, (a) any technical or security issue or problem caused by Client that materially impacts the business operations of TechGuard or its customers, affiliates, or vendors, until such time as the technical or security issue or problem can be cured, or (b) at the request of law enforcement or governmental agencies.
 2. If Client (a) ceases generally to pay its debts as they become due; or (b) becomes the subject of a bankruptcy proceeding, whether voluntarily or involuntarily, and such proceeding is not dismissed or vacated within thirty (30) days after filing, then TechGuard shall have the right to immediately terminate this Agreement by written notice to Client.
 3. By either Client or TechGuard upon thirty (30) days prior written notice to the other.

7. **Duties upon Termination.**

1. **Completion of Paid Services.** Upon expiration of this Agreement or termination of this Agreement for any reason, TechGuard shall complete any uncompleted Services for which payment has previously been received by TechGuard until such Services are complete, and this Agreement shall continue in effect until all such Services have been delivered. Notwithstanding the foregoing, no expiration or termination of this Agreement shall relieve Client of its obligation to pay TechGuard for Services and TechGuard shall have no obligations under this Section 7.1 if it has terminated this Agreement as a result of Client's breach of its obligation to pay any Service Fees or other amounts due under this Agreement. Client will remain obligated to pay any unpaid Service Fees at the time of termination or expiration.
2. **Return of Confidential Information.** Upon expiration or termination of this Agreement, each party shall immediately deliver to the other party any and all Confidential Information of the other party then in its possession (without retention of any copies, note, or excerpts other than as may exist by virtue of automatically executing network backup) unless instructed by the other party in writing to destroy all or any part of such materials, in such case the party shall immediately destroy all or any part of such materials as directed.

8. Confidentiality.

1. **Confidential Information.** Each party acknowledges that they may receive confidential information of the other party, including without limitation, computer programs, customers, employees, methods, functional and technical specifications, business plans, accounting and financial information, in each case to the extent explicitly designated as "confidential" and treated as confidential by the party disclosing it ("**Confidential Information**").
2. **Obligations.** Each party will use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure of its own Confidential Information but in no event less than a reasonable standard of care. A party may disclose Confidential Information of the other to third parties performing services hereunder where (a) the use of such third party is authorized under this Agreement, (b) such disclosure is reasonably necessary to delivery of the Services or otherwise naturally arises in the execution of such party's obligations hereunder, and (c) the disclosure is in accordance with the terms and conditions of this Agreement. Neither party will or (d) make any use of the Confidential Information of the other except as necessary to perform its obligations under this Agreement. In addition, the parties shall take reasonable steps to ensure that their employees comply with these confidentiality provisions. The steps taken by a party to ensure such compliance will be deemed reasonable if they are no less onerous than the steps taken by the other party.
3. **Exceptions.** The obligations of this Section 8 will not apply to information which the receiving party can demonstrate: (a) was, at any time generally known to the public; (b) was rightfully in the possession of the receiving party at the time of disclosure to it; (c) was received from a third party who had a lawful right to disclose such information to it; or (d) was independently discovered or developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations under this Section 8 for disclosing Confidential Information of the other party as reasonably required to satisfy any legal demand of a government, judicial or administrative body; provided, however, that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party so that the other party may take appropriate actions in response to the demand.

9. **Validity of Assessments and Recommendations.** Client acknowledges and agrees that (i) any determination or recommendation by TechGuard of security status, vulnerabilities, or technologies is valid only as of the time and date that it is rendered, (ii) techniques and technologies available for both violating Client security and protecting it are constantly evolving and that since new methods could develop immediately following TechGuard's engagement, no guarantee can be made that implementing TechGuard's recommendations will necessarily protect client from such new techniques, technologies, or methods. TechGuard recommends that Client should periodically repeat prior Assessments to manage the risks arising from such future security vulnerabilities. Further, TechGuard's Assessments, recommendations, and reports are for the sole and exclusive use by Client and may be relied upon solely by Client and not by any other person or entity.
10. **No restrictions on TechGuard services to third parties.** Client acknowledges that TechGuard may be engaged from time-to-time to provide Services similar to those Services provided to Client herein to other persons, entities or agencies engaged in businesses or pursuits similar to the business or pursuits of the Client. Nothing in this Agreement shall be construed so as to limit or prevent TechGuard from rendering such services.
11. **Ownership.** Client shall own the Report delivered by TechGuard to Client pursuant to this Agreement to the extent such reports or work product contain or are derived from any of Client's Confidential Information or any other information regarding Client's security policies, procedures, and protections or any information which explicitly identifies Client as the source of such report or work product. TechGuard shall own any other work product developed by TechGuard pursuant to this Agreement.
12. **Indemnification.** Client agrees to indemnify and hold harmless TechGuard, its officers, directors, employees and agents from and against any claims, demands, causes of action and judgments, subpoenas and discovery (including costs of investigation, attorneys' fees and court costs) (collectively, "**TechGuard Claims**") by any third party arising out of (a) any breach or alleged breach of any of Client's representations and warranties contained in this Agreement, (b) any action or omission on the part of Client or its personnel which involves negligence or intentional misconduct and (c) any infringement or claim of infringement of any intellectual property right. Client shall have the option to undertake and control the defense and settlement of any such TechGuard Claim; provided, however, that TechGuard may participate in any such proceeding at its own expense with counsel of its own choosing, and further provided that Client will not settle any such claim without TechGuard's prior written approval.

13. **TechGuard Indemnification.** TechGuard agrees to indemnify and hold harmless Client, its officers, directors, employees and agents from and against any claims, demands, causes of action and judgments (including reasonable attorneys' fees and court costs) (collectively, "**Client Claims**") by any third party arising out of (a) any breach or alleged breach of any of TechGuard's representations and warranties contained in this Agreement, (b) any action or omission on the part of TechGuard or its personnel which involves gross negligence or intentional misconduct and (c) any infringement or claim of infringement of any intellectual property right claimed to be included in the Report or Services provided by TechGuard to Client hereunder. TechGuard shall have the option to undertake and control the defense and settlement of any such Client Claim; provided, however, that Client may participate in any such proceeding at its own expense with counsel of its own choosing, and further provided that TechGuard will not settle any such claim without Client's prior written approval, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, TechGuard shall have no liability based upon: (a) the combination, operation or use of any Service with equipment, devices, networks, systems, or software not supplied or specifically requested by TechGuard, (b) the alteration or modification of any Service that was not made by TechGuard, or (c) the use of Service other than in accordance with the terms of this Agreement. This Section 13 is the exclusive basis for claims by Client for indemnification by TechGuard and supersedes any bases for indemnification liability under law, equity, or contract.
14. **Representations and Warranties.**
1. **Qualified Personnel.** TechGuard represents and warrants that each of the employees and subcontractors performing the Services are qualified to deliver the Services.
 2. **Authority.** Each of TechGuard and Client represent and warrant that all action, corporate and otherwise, required to be taken to authorize the transactions contemplated by this Agreement has been taken. This Agreement constitutes a valid and binding obligation of each party, enforceable against it in accordance with the terms and conditions hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, rehabilitation, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally.
 3. **No Infringement.** Client represents and warrants that such hardware, software, systems, networks, and other property or equipment operated by Client as TechGuard accesses and/or uses in connection with the delivery of the Services does not (and shall not during the term of this Agreement) violate or infringe any third parties' rights.
 4. **Premises.** Client represents and warrants that all of its premises and properties are, and at all times during the term hereof will be, safe for the use and activities undertaken thereon by Client and for any uses and activities contemplated in the SOW/ROE.
15. **Warranty Disclaimer.** TECHGUARD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND DISCLAIMS ALL OTHER WARRANTIES, EITHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, OR ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
16. **Damages and Limitation of Liability**
1. **Consequential Damages.** NEITHER CLIENT NOR TECHGUARD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF A BREACH OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. **Limitation of Liability.** EACH PARTY'S LIABILITY FOR DAMAGES FOR ANY CAUSE, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, FRAUD, COMPUTER MALPRACTICE, PRODUCTS LIABILITY, AND STRICT LIABILITY SHALL BE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OTHER THAN FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF TECHGUARD, THE AGGREGATE SERVICE FEES PAID BY CLIENT TO TECHGUARD UNDER THIS AGREEMENT.

17. General Provisions

5. **Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned, transferred, pledged or hypothecated by Client or TechGuard without the prior written consent of the other.
6. **Entire Agreement.** This Agreement contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof, any and all prior and contemporaneous understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof are of no effect and are superseded hereby.
7. **Amendments.** This Agreement may not be altered or amended except by a writing signed by the duly authorized representative of the parties hereto.
8. **Notices.** All notices required or permitted under this Agreement (other than routine operational communications) shall be sent to TechGuard at the address herein above and to the Client at the address herein above, or at such other latest address designated in writing by the other party.
9. **Headings.** The section headings contained in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.
10. **Defined Terms and Use of Terms.** All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder", "herein", and similar terms refers to this Agreement.
11. **Relationship of the Parties.** TechGuard, in furnishing Services to Client hereunder, is acting as an independent contractor and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Services to be performed by Client under this Agreement. Neither Client nor TechGuard is an agent, partner, joint venture or fiduciary of the other party and neither has the authority to represent the other party as to any matters or to bind the other party to any third parties, except as expressly authorized in this Agreement.
12. **Severability.** In the event that any provision of this Agreement is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Agreement shall continue in full force and effect.
13. **Insurance.** TechGuard agrees to carry and maintain, during the term of this Agreement, adequate insurance coverage as required by law. Insurance coverage will include, but not limited to, (a) Workers' Compensation and Employers' Liability Insurance, (b) comprehensive Commercial General Liability Insurance, (c) Professional liability Insurance, (d) Cyber liability insurance.

14. **Waiver of Default.** A delay or omission by either party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either party under this Agreement will not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Agreement will not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Agreement.
15. **Cumulative Remedies.** Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.
16. **Exhibits.** Each Exhibit to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part of this Agreement.
17. **Recitals.** The recitals to this Agreement are hereby incorporated herein as an integral part hereof.
18. **Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement due to an act of God or other events, including a pandemic, to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay not reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans or other means.
19. **Choice of Law; Arbitration; Venue.** This Agreement, and the rights and duties of the parties arising from or relating to this Agreement or its subject matter, shall be construed in accordance with the laws of the State of Maryland without regard to its conflicts of laws provisions. The parties agree that any dispute, controversy or claim arising out of or in relation to this Agreement and the transactions contemplated hereby, including without limitation to interpret or enforce any provision of this Agreement, shall be settled exclusively by arbitration administered in St. Louis, Missouri by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably submit to the foregoing arbitration as the exclusive method of resolving dispute, controversy or claim arising out of or in relation to this Agreement and the transactions contemplated hereby. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its legal fees and expenses, including reasonable attorneys' fees and expert fees.
20. **Survival.** All or the parties obligations under this Agreement which are not, by the express terms of this Agreement, fully to be performed during the Term, shall survive the termination of this Agreement for any reason.
21. **Counterparts.** This Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

PROJECT AUTHORIZATION

Please ensure you have an understanding of the details included in the description of services to be provided. Post acceptance of this proposal, we will discuss the mutually agreed-upon rules of engagement and further elaborate on the scope of work. Transparency and communication are of the utmost importance to the growth of our working relationship. If you have any questions, please do not hesitate to contact us. We are always happy to provide clarification and are committed to exceeding your expectations.

Once you feel confident and are ready to move forward, please click your selected service option(s) in the fee table above and then simply click the "signature" button below. Upon receiving notification of your acceptance, we will contact you with next steps necessary to begin the project.

In accepting this project authorization and clicking "signature," you agree not to use TechGuard Security's products and services except as specifically authorized by this Project Authorization and not to disclose any information about TechGuard's products or pricing except as TechGuard authorizes in writing.


Gary Suedmeyer


Nick Just