

Winnebago County Board  
Regular Adjourned Meeting  
Thursday, November 9, 2017

**A M E N D E D   A G E N D A**

Call to Order -----CHAIRMAN FRANK HANEY

Agenda Changes-----CHAIRMAN FRANK HANEY

**Under Consent Agenda**

Please Remove:  
Leaves of Absence (pulled)

**Under Operations & Administrative Committee**

Please Remove:  
Item H. Resolution Appointing Carla Paschal to the Position of County  
Administrator of the County of Winnebago, Illinois (postponed)

Roll Call-----COUNTY CLERK, MARGIE MULLINS

Invocation -----A. BOOKER

**Awards, Presentations and/or Proclamations and Public  
Participation**

**Awards** - None

**Presentations** - None

**Proclamations** - None

**Public Participation** - Rev. Derrick Shelby, Containment - PRO

## **Minutes**

**“May I Please Have a Motion to Approve the Minutes from the October 12, 2017 Meeting and to Layover the Minutes from the October 26, 2017 Meeting.**

## **Announcements & Communications-----MARGIE MULLINS**

**“The Items Listed Below Were Received as Correspondence”  
Chairman Haney To Be “PLACED ON FILE”.**

- 1. County Clerk Mullins received from the United States Nuclear Regulatory Commission the following:**
  - A. Byron Station Follow-Up to Disputed Violation of NRC Inspection Report 05000454/2017009; 05000455/2017009 (Received 11-3-17)**
  - B. Byron Station, Unit Nos. 1 and 2, Non-acceptance of Relief Request RV-2 Related to Extension of Pressure Relief Valve Testing Intervals (CAC/EPID Nos. 000976/04000454/L-2017-LLR-0091 and 000976/05000455/L-2017-LLR-009) (Received 11-3-17)**
  - C. Byron Station, Units 1 and 2 – NRC Integrated Inspection Report 05000454/2017003 and 05000455/2017003 (Received 11-6-17)**
  - D. Federal Register/Vol. 82, No. 214/Tuesday, November 7, 2017/Notices (Received 11-7-17)**
- 2. County Clerk Mullins received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste; Description of Project:**

**Application providing an evaluation of groundwater quality at G51S in accordance with Condition VII.27 of Permit Modification No. 83**
- 3. County Clerk Mullins received from Nancy L. McPherson, Winnebago County Recorder the Monthly Report for October, 2017.**
- 4. County Clerk Mullins received the following from the Winnebago County Forest Preserve District:**
  - A. Budget and Appropriations Ordinance No. 17-1002**
  - B. Levy Ordinance No. 17-1003**
- 5. County Clerk Mullins received from Comcast a Letter Regarding International Channel Package Launch**

**GO TO REGULAR AGENDA**

**REVISED**  
11/7/2017  
**WINNEBAGO COUNTY BOARD**  
**AGENDA**



Winnebago County Courthouse  
400 West State Street ~ Rockford IL 61101  
County Board Room ~ 8<sup>th</sup> Floor

**Thursday, November 9, 2017**  
**6:00 p.m.**

**Awards, Proclamations, Presentations, Public Hearings, and Public Participation**

- Awards – None
- Presentations – None
- Proclamations – None

**Board Member Correspondence**

**Chairman's Report**

**Consent Agenda**

- ~~Leaves of Absence~~ (pulled)
- Raffle Report

**Standing Committee Reports**

**1. Finance Committee – Ted Biondo, Committee Chairman**

- A. Committee Report
- B. Budget Amendment 2017-033 – Coroner
- C. Budget Amendment 2017-034 – Animal Services Donation
- D. Budget Amendment 2017-035 – 2017A Debt Certificates
- E. Tax Levy – General Fund Laid Over from October 26, 2017 Meeting
- F. Tax Levy – County Public Health Fund Laid Over from October 26, 2017 Meeting
- G. Tax Levy – Detention Home Fund Laid Over from October 26, 2017 Meeting
- H. Tax Levy – County Highway Fund Laid Over from October 26, 2017 Meeting
- I. Tax Levy – County Bridge Fund Laid Over from October 26, 2017 Meeting
- J. Tax Levy – Federal Aid Matching Fund Laid Over from October 26, 2017 Meeting
- K. Tax Levy – Veterans Assistance Fund Laid Over from October 26, 2017 Meeting
- L. Tax Levy – Tort Judgment and Liability Insurance Fund Laid Over from October 26, 2017 Meeting
- M. Tax Levy – Illinois Municipal Retirement Fund Laid Over from October 26, 2017 Meeting

- N. Tax Levy – Social Security and Medicare Fund Laid Over from October 26, 2017 Meeting
- O. Tax Levy – Historical Museum Fund Laid Over from October 26, 2017 Meeting
- P. Tax Levy – County Nursing Home Operations Fund Laid Over from October 26, 2017 Meeting
- Q. Tax Levy – Children’s Advocacy Project Fund Laid Over from October 26, 2017 Meeting

**2. Zoning Committee – Jim Webster, Committee Chairman**

- A. Planning and/or Zoning Request:
  - a. Z-18-17 A Map Amendment to Rezone from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District), District 9
- B. Committee Report

**3. Economic Development Committee – Fred Wescott, Committee Chairman**

- A. Committee Report
- B. An Ordinance Adopting Recommendations for 2018 Host Fee Allocations Part Two (2)
- C. Resolution Authorizing Execution of Intergovernmental Agreement with the Village of New Milford Amending Host Fee Payments

**4. Operations & Administrative Committee – Gary Jury, Committee Chairman**

- A. Committee Report
- B. Resolution Authorizing the Execution of a Renewal Agreement with Gallagher Bassett for Third Party Administrator Fees for Workers Compensation and Liability Claims
- C. Resolution for Annual Fire Alarm Inspection Services
- D. Resolution Awarding Proposals for Laundry and Linen Services at River Bluff Nursing Home
- E. Resolution Authorizing the Execution of a Renewal Agreement with Northern Illinois Health Plan (NIHP) for Third Party Administrator Benefits Administration for a Self-Insured HMO and PPO Insurance Plan
- F. Resolution Authorizing the Execution of an Agreement with AmWINS Group Benefits for the Administration of a Medicare Supplement Insurance Plan Offered to the Over 65 Retirees
- G. Resolution Authorizing the Execution of an Agreement with AmWINS Group Benefits for Pharmaceutical Services for Medicare Supplement Over 65 Retirees
- ~~H. Resolution Appointing Carla Paschal to the Position of County Administrator of the County of Winnebago, Illinois (postponed)~~
- I. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for Information Technology Support Services

**5. Public Works Committee – Dave Kelley, Committee Chairman**

- A. Committee Report

- B. **(17-049)** Resolution Authorizing an Agreement with Hey and Associates, Inc. to Design a Bioretention Basin Facility at the Intersection of Welworth and Wentworth Avenues within the Rock River Watershed (Section #14-00582-00-DR)  
IEPA Cost: \$17,230 C.B. District: 15  
WC Cost: \$ 00.00
- C. **(17-050)** Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement between the County of Winnebago and the Rockford Township Highway Department for the Performance of Work Associated with Construction and Maintenance of the Welworth-Wentworth Bioretention Facility (Section #14-00582-00-DR)  
Cost: \$00.00 C.B. District: 15

**6. Public Safety Committee – Dave Fiduccia, Committee Chairman**

- A. Committee Report
- B. Resolution Authorizing the County Board Chairman to Extend Contracts for Health Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center

**Unfinished Business**

**New Business**

**Adjournment**

**Next Meeting: Tuesday, November 21, 2017**

# **CHAIRMAN'S REPORT**

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
6 different organizations for 22 Raffles.

All applying organizations have complied with the requirements of the Winnebago  
County Raffle Ordinance. All fees have been collected, bonds received and all  
individuals involved with the raffles have received the necessary Sheriff's  
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29579	1	BARBOUR TWO WAY IMMERSION PTO/BARBOUR LANGUAGE ACADEMY	11/17/2017-12/01/2017	\$850.00
29580	1	INNER CITY RECONSTRUCTION GROUP	11/11/2017-11/11/2017	\$4,900.00
29581	1	I.A.F.F. LOCAL 413/ROCKFORD FIREFIGHTERS	11/27/2017-12/03/2017	\$1,523.00
29582	1	THE ELEMENT OF ROCKFORD	11/16/2017-11/16/2017	\$4,999.00
29595	1	WHITE EAGLE CLUB OF ROCKFORD	11/16/2017-11/16/2017	\$500.00
29596	1	WHITE EAGLE CLUB OF ROCKFORD	11/17/2017-11/17/2017	\$500.00
29597	1	WHITE EAGLE CLUB OF ROCKFORD	11/30/2017-11/30/2017	\$500.00
29598	1	WHITE EAGLE CLUB OF ROCKFORD	12/14/2017-12/14/2017	\$500.00
29599	1	WHITE EAGLE CLUB OF ROCKFORD	12/15/2017-12/15/2017	\$500.00
29600	1	WHITE EAGLE CLUB OF ROCKFORD	12/28/2017-12/28/2017	\$500.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29583	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29584	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29585	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29586	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29587	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29588	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29589	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29590	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29591	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29592	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29593	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00
29594	1	ST. BERNADETTE SCHOOL	11/10/2017-12/01/2017	\$1,075.00

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report

Deputy Clerk Angela Reina

MARGIE M. MULLINS,  
Winnebago County Clerk

Date 9-Nov-17

# **FINANCE COMMITTEE**

**2017 Fiscal Year**

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: 11/02/2017

Lay Over: 11/09/2017

**Final Vote: 11/21/2017****2017 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2017 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2017 at its September 29, 2016 meeting; and,

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

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

**2017-033 Coroner****Reason:** Grant revenue was received to fund capital purchases**Alternative:** None**Impact to fiscal year 2018 budget:** \$3,010 left in grant received to spend in fiscal year 2018**Revenue Source:** Coroner State Grant revenue

<b>Office Furniture – Noncapital</b>	<b>41900</b>	<b>43735</b>	<b>01079</b>	<b>\$6,090</b>
<b>Medical &amp; Dental Consulting</b>	<b>32500</b>	<b>43150</b>		<b>\$23,100</b>
<b>Equipment repair &amp; maint</b>	<b>32500</b>	<b>43730</b>		<b>\$390</b>
<b>Jurors</b>	<b>32500</b>	<b>43913</b>		<b>\$470</b>
<b>Waste removal service</b>	<b>32500</b>	<b>43640</b>		<b>\$7,800</b>
<b>Other departmental supplies</b>	<b>32500</b>	<b>42290</b>		<b>\$420</b>
<b>Medical &amp; dental supplies</b>	<b>32500</b>	<b>42260</b>		<b>\$1,460</b>
<b>Regular Salaries</b>	<b>32500</b>	<b>41110</b>		<b><u>(\$33,640)</u></b>
		<b><u>Total Adjustment:</u></b>		<b><u>\$6,090</u></b>

2017  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/2/2017		AMENDMENT NO: 2017-033			
DEPARTMENT:		Coroner		SUBMITTED BY: William Hintz			
FUND#:		General & Coroner Fee		DEPT. BUDGET NO.		32500 & 41900	

DEPT CODE	ACCT. NO.	Project NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
41900	43735	01079	Office Furniture - Noncapital	\$0	\$0	\$6,090	\$6,090
32500	43150		Medical & Dental Consulting	\$259,829	\$259,829	\$23,100	\$282,929
32500	43730		Equipment repair and maint	\$400	\$400	\$390	\$790
32500	43913		Jurors	\$5,912	\$5,912	\$470	\$6,382
32500	43640		Waste removal service	\$6,500	\$6,500	\$7,800	\$14,300
32500	42290		Other departmental supplies	\$1,600	\$1,600	\$420	\$2,020
32500	42260		Medical & Dental Supplies	\$10,500	\$10,500	\$1,460	\$11,960
32500	41110		Regular salaries	\$617,364	\$617,364	(\$33,640)	\$583,724
TOTAL ADJUSTMENT:						\$ 6,090	\$908,195

Reason budget amendment is required:  
Grant revenue was received to fund capital purchases.

Potential alternatives to budget amendment:  
None

Impact to fiscal year 2018 budget:  
\$3,010 left in the grant received to spend in fiscal year 2018.

Revenue Source:  
Coroner State Grant revenue.

Approval by staff liaison: *Carol Paschall*

**2017 Fiscal Year**

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: 11/02/2017

Lay Over: 11/09/2017

**Final Vote: 11/21/2017****2017 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

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

**2017-034 Animal Services Donation**

**Reason:** Invoice for attorney fees authorized to be paid from the Animal Services Donation Fund

**Alternative:** None

**Impact to fiscal year 2018 budget:** None

**Revenue Source:** Donations

<b>Other Professional Services</b>	<b>83000</b>	<b>43190</b>	<b><u>\$2,000</u></b>
		<b><u>Total Adjustment:</u></b>	<b><u>\$2,000</u></b>

2017  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/2/2017 AMENDMENT NO: 2017-034						
DEPARTMENT: Animal Services Donation SUBMITTED BY: Carla Paschal						
FUND#: 0710 DEPT. BUDGET NO. 83000						
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
83000	43190	Other professional services	\$0	\$0	\$2,000	\$2,000
TOTAL ADJUSTMENT:					\$ 2,000	\$2,000
Reason budget amendment is required:						
Invoice for attorney fees authorized to be paid from the Animal Services Donation Fund						
Potential alternatives to budget amendment:						
None						
Impact to fiscal year 2018 budget:						
None						
Revenue Source:						
Donations						
Approval by staff liaison: <i>Carla Paschal</i>						

**2017 Fiscal Year**

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: 11/02/2017

Lay Over: 11/09/2017

**Final Vote: 11/21/2017****2017 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2017 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2017 at its September 29, 2016 meeting; and,

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

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

**2017-035 2017A Debt Certificates**

**Reason:** 2017A Debt Certificates were issued subsequent to the adoption of the budget

**Alternative:** None

**Impact to fiscal year 2018 budget:** Debt service was properly budgeted in the fiscal year 2018 budget

**Revenue Source:** Bond proceeds and premium on certificate issue

Interest on Debt	52700	45210	\$9,541
Bond Issue Costs	52700	45310	<u>\$59,315</u>
		<b><u>Total Adjustment:</u></b>	<b><u>\$68,856</u></b>

2017  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 11/2/2017 AMENDMENT NO: 2017-035						
DEPARTMENT: 2017A Debt Certificates SUBMITTED BY: Carla Paschal						
FUND#: 0219/0718 DEPT. BUDGET NO. 52700/84000						
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
52700	45210	Interest on Debt	\$0	\$0	\$9,541	\$9,541
52700	45310	Bond Issue Costs	\$0	\$0	\$59,315	\$59,315
TOTAL ADJUSTMENT:					\$ 68,856	\$68,856
Reason budget amendment is required:						
2017A Debt Certificates were issued subsequent to the adoption of the budget						
Potential alternatives to budget amendment:						
None						
Impact to fiscal year 2018 budget:						
Debt service was properly budgeted in the fiscal year 2018 budget						
Revenue Source:						
Bond proceeds and premium on certificate issue						
Approval by staff liaison: <i>Carla Paschal</i>						

## **2017 CO**

### **TAX LEVY GENERAL FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes of paying the expenses of general county government as set forth in “An Act to Revise the Law in Relation to Counties”, as amended.

**NOW, THEREFORE BE IT ORDAINED**, that there be and is hereby levied the sum of Thirteen Million, Three Hundred Thousand Dollars (\$13,300,000) on all the taxable property in the County of Winnebago, State of Illinois, as a “General Corporate Tax”: for the year 2017 and that the County Clerk of said county be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the General County Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

**2017 CO**  
**TAX LEVY**  
**COUNTY PUBLIC HEALTH FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the Fiscal Year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes set forth in “An Act in Relation to the Establishment and Maintenance of County and Multiple County Public Health Departments,” as amended.

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of Two Million, Six Hundred Nine Thousand, Eight Hundred Seventy-Eight Dollars (\$2,609,878) on all the taxable property in the County of Winnebago, State of Illinois, as a “county public health fund tax”: for the year 2017 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Public Health Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County Of Winnebago, Illinois shall deliver a certified copy of this ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY DETENTION HOME FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes set forth in “An Act to Authorities to Provide for the Temporary Care and Custody of Dependent, Delinquent, or Truant Children, and to Levy and Collect a Tax for the Purpose.”

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of One Million, Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) on all the taxable property in the County of Winnebago, State of Illinois, for the year 2017 for the purpose of purchasing, erecting, leasing, or otherwise providing, establishing, supporting, and maintaining such detention home, and said tax was authorized by the legal voters of the County of Winnebago on November 2, 1954. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Detention Home Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY COUNTY HIGHWAY FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of Two Million, Five Hundred Thirty-Eight Thousand Dollars (\$2,538,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "County Highway Tax": for the purpose set forth in chapter 121, paragraph 5-401 and 5-601 of the Illinois Revised Statutes - 1981 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Highway Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

**2017 CO**  
**TAX LEVY**  
**COUNTY BRIDGE FUND**

**WHEREAS,** The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS,** said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

**NOW, THEREFORE, BE IT ORDAINED,** that there be and is hereby levied the sum of Three Hundred Seventy-Seven Thousand Dollars (\$377,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "County Bridge Tax": for the purpose of constructing any bridge or bridges over a stream, or any approach or approaches thereto by means of an embankment or trestle work on a public road, as provided by law and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Bridge Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED,** that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY FEDERAL AID MATCHING FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of One Million, Seven Hundred Eighty Thousand Dollars (\$1,780,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Federal Aid Matching Tax": for the purpose of providing funds for the proportionate share of the expenses in construction of highways in the federal aid secondary system, as provided by law, in chapter 121, paragraph 5-603, of the Illinois Revised Statutes - 1981, and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Federal Aid Matching Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY VETERANS ASSISTANCE FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the “An Act to Revise the Law in Relation to Counties”, as amended.

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of Five Hundred Seventy Thousand Dollars (\$570,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a “Veterans Assistance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Veterans Assistance Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY**

#### **TORT JUDGMENT AND LIABILITY INSURANCE FUND**

**WHEREAS,** The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS,** said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Local Governmental and Governmental Employees Tort Immunity Act," as amended.

**NOW, THEREFORE, BE IT ORDAINED,** that there be and is hereby levied the sum of Four Million, Thirty-Four Thousand Dollars (\$4,034,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Tort Judgment and Liability Insurance Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Tort Judgment and Liability Insurance Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED,** that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY ILLINOIS MUNICIPAL RETIREMENT FUND**

**WHEREAS,** The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018 and,

**WHEREAS,** said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Pension code," as amended.

**NOW, THEREFORE, BE IT ORDAINED,** that there be and is hereby levied the sum of Six Million, Four Hundred Fifty-Seven Thousand, One Hundred Twenty-Two Dollars (\$6,457,122) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Illinois Municipal Retirement Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Illinois Municipal Retirement Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED,** that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY**

#### **SOCIAL SECURITY AND MEDICARE FUND**

**WHEREAS**, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Revised Statutes chapter 108-1/2, paragraph 7-172.2."

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of Three Million, Eight Hundred Fifty-One Thousand Dollars (\$3,851,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Social Security and Medicare Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Social Security and Medicare Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY HISTORICAL MUSEUM FUND**

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth IN “An Act to Levy Taxes for the Maintenance of Historical Museums,” as amended.

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of Seventy-One Thousand, Nine Hundred Eighty-Six Dollars (\$71,986) on all the taxable property in the County of Winnebago, State of Illinois, as a “Historical Museum Tax”: for the year 2017 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Historical Museum Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY**

#### **COUNTY NURSING HOME OPERATIONS FUND**

**WHEREAS**, the County Board of the County of Winnebago did adopt a resolution for a referendum to establish a levy for the purpose of maintaining the County Nursing Home; and,

**WHEREAS**, a majority of the voters of Winnebago County, Illinois voting in the election of November 7, 1989 voted in favor of authorizing the County to levy and collect a tax at a rate not to exceed .10% for the purpose of maintaining the County Nursing Home; and,

**WHEREAS**, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS**, said expenditure budget is for the purposes set forth in "An Act to Revise the Law in Relation to Counties," as amended.

**NOW, THEREFORE, BE IT ORDAINED**, that there be and is hereby levied the sum of One Million, Eight Hundred Forty-Eight Thousand Dollars (\$1,848,000) on all the taxable property in the County of Winnebago, State of Illinois, as a County Tax for the purpose of maintaining a County Nursing Home for the year 2017 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposed as set forth in the County Nursing Home Operations Fund 2018 Appropriations, and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

## **2017 CO**

### **TAX LEVY CHILDREN'S ADVOCACY PROJECT FUND**

**WHEREAS,** The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

**WHEREAS,** said expenditure budget is for the purposes set forth in the "Children's Advocacy Center Act."

**NOW, THEREFORE, BE IT ORDAINED,** that there be and is hereby levied the sum of One Hundred Forty-Three Thousand, Nine Hundred Seventy-Two Dollars (\$143,972) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017 for the purpose of establishing and maintaining a Children's Advocacy Center, and said tax was authorized by the voters of the County of Winnebago on April 20, 1993. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Children's Advocacy Project Fund 2018 Appropriations; and

**BE IT FURTHER ORDAINED,** that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
November 9, 2017

**A. PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:** NONE

**TO BE VOTED ON:**

- a. Z-18-17 A Map Amendment to rezone +/- 5.07 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of RA District), requested by John C. Kenney, Trustee, on behalf of John C. Kenney Revocable Trust, Owner, for vacant property commonly known as 57XX Fitzgerald Rd. (located between 5678 and 5770 Fitzgerald Rd.) in Rockford Township.

PIN: 15-20-126-012

C.B. District: 9

Lesa Rating: Moderate (193) Consistent w/2030 LRMP – Future Map: NO

**ZBA RECOMMENDS: APPROVAL (5-2)**

**ZC RECOMMENDS: APPROVAL (3-2)**

**B. COMMITTEE REPORT (ANNOUNCEMENTS) - *for informational purposes only; not intended as a public notice*):**

- Chairman, Brian Erickson, hereby announces that the next *Zoning Board of Appeals (ZBA)* meeting is scheduled for Tuesday, **November 14, 2017**, at 5:30 p.m. in Room 303 of the County Administration Building. The cases currently on the agenda are as follows:
  1. Z-19-17 A Map Amendment to rezone +/- 129.423 acres from the AG, Agricultural Priority District to the IG, General Industrial District for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township, District 11.
  2. SU-11-17 A Special Use Permit to allow an outdoor/contractor storage yard in the IG, General Industrial District for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township, District 11.
  3. V-03-17 A Variation to reduce the minimum height of a solid fence from 6 feet (per Sections 15.3.29 A. 1. and 20.9 C.) to 0 feet which will effectively waive the solid fencing (screening) requirement for an outdoor/contractor storage yard for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township, District 11.
  4. V-04-17 A Variation to waive the hard surface, all weather dustless surface requirement (per Section 23.8.4), to allow gravel off-street parking areas inclusive of gravel accessory drives for property commonly known as 4498 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township, District 11.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Monday, **November 20, 2017**, at 5:00 p.m. in Room 303 of the County Administration Building.

# **ECONOMIC DEVELOPMENT COMMITTEE**

**ORDINANCE**  
**OF THE**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**  
**2017 CO \_\_\_\_\_**

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**AN ORDINANCE ADOPTING RECOMMENDATIONS FOR 2018 HOST FEE  
ALLOCATIONS PART TWO (2)**

---

**WHEREAS**, the County of Winnebago has determined that host fee funds are to be used for economic development; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois approved an “Ordinance Adopting A Host Fee Allocation & Award Policy” that establishes a policy for the use and allocation of host fee funds for economic development and provides categories of investment of for these funds; and

**WHEREAS**, the spending from the host fee fund outlined and described in Exhibit A, “Economic Development Recommendations, Host Fee Spending Otherwise Drawn From Internal Funds” is aligned with the host fee allocation and award policy; and

**WHEREAS**, upon review of the recommendations from the administration of the County Board of Winnebago County, Illinois, the Economic Development Committee of the County Board of the County of Winnebago, Illinois recommends adopting the Recommendation For 2018 Host Fee Allocations Part Two (2) as described in Exhibit A “Economic Development Recommendations, Host Fee Spending Otherwise Drawn From Internal Funds.”

**NOW, THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois hereby adopts spending host fees in fiscal year 2018 on the projects outlined in Exhibit A “Economic Development Recommendations, Host Fee Spending Otherwise Drawn From Internal Funds;” and

**BE IT FURTHER ORDAINED**, this ordinance shall go into effect immediately upon its adoption; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of the Ordinance to the Winnebago County Administrator, Winnebago County Chief Finance & Budget Officer, Winnebago County Auditor, and the Winnebago County Regional Planning and Economic Development Director.

**ECONOMIC DEVELOPMENT RECOMMENDATIONS  
HOST FEE SPENDING OTHERWISE DRAWN FROM INTERNAL FUNDS**

PROJECT	INFRASTRUCTURE	CAPITAL DEVELOPMENT	WORKFORCE DEVELOPMENT	NOTE
Prairie Road Pump Neighborhood Association Well Study		10,750		<b>Recommended by Dr. Martell and Dorothy Redd.</b> Funds will be used to pay for a study to be conducted by Fehr Graham that will outline a shared well design in a neighborhood with a failing water system.
Government Affairs	65,000			<b>Recommended by Chairman Haney.</b> Funds will be used to cover previously approved contract with Nicoloy & Dart LLC, for lobbying services. Board resolution originally stated funds would be paid in 2018 FY from County Board office. Monies were not appropriated to the applicable BLI in the budget process.
Economic Development District of Northern Illinois – Regional Planning Council			50,000	<b>Recommended by Chairman Haney.</b> Monies to be used toward annual membership fee. EDDNI/RPC provide grant writing services across the County, studies and reports (such as Clerk Recorder Consolidation), and alignment management on both local and regional collaborative initiatives.
Blight Reduction – Property Demolition		100,000		<b>Recommended by Dr. Martell.</b> The federal blight reduction grant which was been used to demolish properties will not be renewed. Dr. Martell estimates \$500K to complete the county-wide demolition strategy critical to revitalizing neighborhoods. \$100K will allow the Health Department to demolish between 10 and 15 homes in 2018.
Financial Forecasting & Consultant Service			17,000	<b>Recommended by Chairman Haney.</b> 5Cast Plus budget planning and reporting software is designed to create budget projections and instant scenario comparisons to support data-informed decisions. Also provides ability to do monthly reporting and analysis of financial activity throughout the current budget period.
<b>SUB-TOTAL ECONOMIC DEVELOPMENT RECOMMENDATIONS BY CATEGORY</b>	<b>65,000</b>	<b>110,750</b>	<b>67,000</b>	

Respectfully submitted,  
**Economic Development Committee**

<b>AGREE</b>		<b>DISAGREE</b>
Fred Wescott, Chairman		Fred Wescott, Chairman
Jean Crosby		Jean Crosby
Dave Fiduccia		Dave Fiduccia
Dorothy Redd		Dorothy Redd
L.C. Wilson		L.C. Wilson

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTESTED BY:

\_\_\_\_\_  
Margie M. Mullins  
Clerk of the County Board  
of the County of Winnebago, Illinois

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

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

**SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

**2017 CR**

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**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL  
AGREEMENT WITH THE VILLAGE OF NEW MILFORD AMENDING HOST  
FEE PAYMENTS**

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**WHEREAS**, 55 ILCS 5/5-14001, *et seq.*, authorizes county boards to create regional planning commissions or joint regional planning commissions; and

**WHEREAS**, 55 ILCS 5/5-14003 provides that when the region comprising the regional planning commission embraces more than one county, the county boards of said counties are empowered to cooperate in defining the boundaries of said region, and in the creation and organization of one joint regional planning commission for such region so mutually defined; and

**WHEREAS**, 55 ILCS 5/5-14003 provides that the county boards of the counties shall be the members of the joint regional planning commission and are authorized to appropriate from their funds for the use of the joint regional planning commission in the amounts as may mutually be agreed upon by said county boards; and

**WHEREAS**, 55 ILCS 5/5-14001 provides that county boards of a region to create a plan for the purpose of guiding and accomplishing coordinated, adjusted and harmonious development of such region, and of public improvements and utilities therein in accordance with the needs of the region to promote health, safety, morals, order, convenience, prosperity, efficiency and economy in the process of development and the general welfare of said region.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Winnebago County that the County and the Village of New Milford wish to be consistent with the payments of host fee payments set forth in an amendment to an intergovernmental agreement between the County and the Winnebago Landfill Company dated July 23, 2009, and an intergovernmental agreement between the County and the Winnebago Landfill Company dated December 5, 2011.

**BE IT FURTHER RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental

agreement with the Village of New Milford, a copy of which is attached as to this Resolution Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the Village of New Milford.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Clerk and the clerk of the Village of New Milford.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

**PRO**

**CON**

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Fred Wescott

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Fred Wescott

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Jean Crosby

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Jean Crosby

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Dave Fiduccia

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Dave Fiduccia

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Dorothy Redd

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Dorothy Redd

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L.C. Wilson

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L.C. Wilson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

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Margie Mullins  
Clerk of the County of Board  
of the County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF WINNEBAGO AND  
THE VILLAGE OF NEW MILFORD**

**THIS** Intergovernmental Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Winnebago, Illinois (“County”); and the Village of New Milford (“Village”).

**WHEREAS**, each party to this Agreement is authorized to enter into Intergovernmental Agreements pursuant to the authority vested by Article VII, Section 10, of the Constitution of the State of Illinois, and by 5 ILCS 220/5; and

**WHEREAS**, the County of Winnebago, Illinois, has amended the Host County Agreement (“Agreement”) with Winnebago County Landfill, LLC or its successor in interest, to provide for a fee structure to accept solid waste from certain high volume transfer stations for solid waste deposited in the landfill located on Lindenwood Road in an Amendment to Host County Agreement dated July 23, 2009, and an additional Host County Agreement dated December 5, 2011; and

**WHEREAS**, the County entered into an Intergovernmental Agreement dated August 9, 2005, with the Village of New Milford for a sharing of a portion of the host fee for under the Host County Agreement; and

**WHEREAS**, the County and the Village entered into a Second Intergovernmental Agreement dated March 12, 2013 further clarifying the rate and longevity of the August 9, 2005, Intergovernmental Agreement; and

**WHEREAS**, the County and the Village wish to establish the amount paid to the Village of New Milford consistent with the Amendment to Host County Agreements dated July 23, 2009 and the additional Host County Agreement dated December 5, 2011, including, but not limited to, host fees generated from solid waste from certain high volume transfer stations which is set forth the Amended Host County Agreement executed on July 23, 2009.

**NOW, THEREFORE**, the County and Village hereby agree as follows:

1. Incorporation of Recitals.

The above recitals are incorporated into and shall become a part of this Intergovernmental Agreement.

2. Village’s Payment under Amended Host County Agreement Effective January 1, 2017.

Beginning January 1, 2017, and thereafter, the County shall share with the Village \$0.14 per ton on the amount it collects solely on the waste subject to and collected under the Amended Host County Agreement executed between the landfill operators and the County on July 23, 2009, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference, and the Host County Agreement dated December 5, 2011, a copy of which is attached hereto as Exhibit B and which is incorporated herein by reference.

3. Village's Payment Prior to January 1, 2017.

Host fee payments due to the Village prior to January 1, 2017, shall be calculated at the rate of \$0.20 per ton, as set forth in the Intergovernmental Agreement dated August 9, 2005 and March 12, 2013, between the Village and the County. For any payments made by the County to the Village prior to January 1, 2017, in which the Village received \$0.14 per ton instead of \$0.20 per ton, the County shall pay the difference to the Village by November 1, 2017. This adjustment in host fee payment shall apply only to host fees generated from solid waste from certain high volume transfer stations received prior to January 1, 2017, and which amount is agreed upon by the Village and the County as set forth on Exhibit C, which is attached hereto and which is incorporated herein by reference.

4. Effective Date.

This Agreement shall become effective upon its execution by both parties and shall remain in full force and effect until the County no longer receives a host county fee under the Amended Host County Agreement executed on July 23, 2009 and the Host County Agreement dated December 5, 2011. No payment set forth in Paragraph 2 above shall be made until this document is fully executed by the parties.

5. Amendment.

This Agreement constitutes the entire agreement between the County and the Village. None of the provisions of this Agreement may be waived, changed, modified or terminated except by an instrument in writing duly authorized and executed by both the Village and the County.

6. No Effect on Prior Agreement.

The parties agree that this Agreement shall have no effect on the terms of the Intergovernmental Agreements between the County and the Village dated August 9, 2005 and March 12, 2013, which shall continue in full force and effect unless in conflict with the terms contained herein, in which case the terms of this Intergovernmental Agreement shall take precedence.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date written above.

**COUNTY OF WINNEBAGO**

**VILLAGE OF NEW MILFORD**

By: \_\_\_\_\_  
County Board Chairman

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
County Clerk

Attest: \_\_\_\_\_  
Village Clerk

## AMENDMENT TO HOST COUNTY AGREEMENT

This Agreement ("Agreement") is executed July 23<sup>RD</sup>, 2009, by Winnebago Reclamation Service, Inc., an Illinois corporation (Winnebago Reclamation), Rock River Environmental Services, Inc., an Illinois corporation ("Rock River"), Winnebago Landfill Company, LLC, an Illinois limited liability company ("Winnebago Landfill Company"), and the County of Winnebago, Illinois (the "County").

The parties have previously entered Host County Agreement dated July 8, 2005 (the Original Host County Agreement) relating to a landfill facility located in the County. The Original Host County Agreement was amended by an amendment dated September 15, 2006 (the "Amendment"), to confirm the terms of the Property Value Protection Plan provided for in the Original Host County Agreement. Where no distinction is required by the context, the Host County Agreement as amended by the Amendment dated September 15, 2006, is referred to as the "Host Agreement."

The Host Agreement is the result of a cooperative effort by the County and Winnebago Landfill Company in planning and implementing solid waste management activities in the County and in the development of the Landfill Facility as a resource that can assist in meeting the general revenue needs of the County, including the County's efforts in economic development, solid waste planning, education, enforcement and other responsibilities.

The parties desire to amend the Host Agreement to reduce the Host Fee payable with respect to the municipal solid waste ("MSW") generated under certain proposed large volume contracts with a specific customer which will utilize the Landfill Facility for the annual disposal of an average of approximately 1200 tons per day of MSW. The County has determined that it is in the best interests of the County to do so and the parties desire to reduce the terms of the amendment to writing.

Therefore, for valuable consideration, the parties agree as follows:

1. Amendment to Surcharge Host Fee. Paragraph 20 of the Host Agreement is amended by adding an additional subparagraph (d) which reads as follows:

(d) Notwithstanding the preceding provisions of this paragraph 20 or paragraph 18 to the contrary, commencing as of August 1, 2009, the Surcharge Host Fee shall be \$1.00 per ton with respect to: (i) all Waste subject to the Surcharge Host Fee which generated through the Glenview, Illinois, Transfer Station owned by the Solid Waste Agency of Northern Cook County ("SWANCC") under the contract between SWANCC and Groot Industries initially dated November 22, 1995, and any amendments to or replacements of that contract; and (ii) all Waste generated through transfer stations owned and/or operated by Groot Industries and disposed of at the Landfill Facility pursuant to an agreement dated effective as of August 1, 2009, between Winnebago Landfill Company and Groot Industries, and any amendments to or replacements of that contract.



2. Amendment to CPI Adjustment. Paragraph 20 of the Host Agreement is amended by adding an additional subparagraph (e) which reads as follows:

(e) Notwithstanding the preceding provisions of this paragraph 20 to the contrary, the Surcharge Host Fee and the Base Host Fee payable with respect to Waste described in subparagraph 20(d) above shall not be subject to the adjustment described in this paragraph 20.

3. Records. Subparagraph 21(b) of the Host Agreement is amended by adding the following additional sentences and the end of the existing subparagraph:

The records maintained by Winnebago Landfill Company shall reflect the total quantity of Waste described in subparagraph 20(d) above which is disposed of in the Landfill Facility on a daily basis. Each payment of Host Fees subsequent to the date of this Agreement shall be accompanied by a report reflecting the calculation of Host Fees payable with respect to the total quantity of Waste subject to Host Fees other than Waste described in subparagraph 20(d) above and with respect to the total quantity of Waste described in subparagraph 20(d) above.

4. Other Provisions. In all other respects, the provisions of the Host Agreement shall remain unchanged and in full force and effect.

To evidence their Agreement, the parties have executed this instrument on the date set forth in the caption.

Rock River Environmental Services, Inc.

By: 

Winnebago Landfill Company, LLC

By: 

Winnebago Reclamation Service, Inc.

By: 

The County of Winnebago

By: 

STATE OF ILLINOIS, } ss.  
COUNTY OF WINNEBAGO }

*I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

RESOLUTION AUTHORIZING THE EXECUTION OF A HOST COUNTY  
AGREEMENT

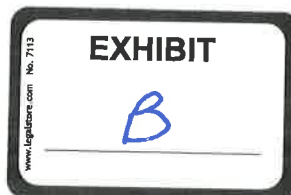
*with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,*

*this* 22nd *DAY* NOVEMBER, 2011.

MARGIE M. MULLINS , *Winnebago County Clerk*

BY:  *Deputy County Clerk*



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

Submitted by: Solid Waste Committee

2011 CR 151

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**RESOLUTION AUTHORIZING THE EXECUTION OF A  
HOST COUNTY AGREEMENT**

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**WHEREAS**, the County of Winnebago has the primary responsibility for solid waste management planning in the County including both unincorporated and incorporated areas; and,

**WHEREAS**, Winnebago Landfill Company intends to file a request with the County for local siting approval for an expansion of the facility, which will include development of one additional MSWLF Unit; and,

**WHEREAS**, Winnebago Landfill Company is willing to cooperate with the County in planning and implementing solid waste management activities in the County, and to pay the County a "Host Fee" based on the operation of the facility, including the expansion, to be used to assist the County in meeting the general revenue needs of the County as the County may deem appropriate including the County's efforts in economic development, solid waste planning, education, and other County responsibilities.

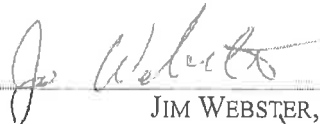
**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized to execute the Host County Agreement, a copy of which is attached hereto as EXHIBIT A.


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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor and County Board Chairman.

Respectfully submitted,  
**SOLID WASTE COMMITTEE**

  
\_\_\_\_\_  
RICK POLLACK

  
\_\_\_\_\_  
JIM WEBSTER, CHAIRMAN

  
\_\_\_\_\_  
ISIDRO BARRIOS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 22nd day of November 2011.

  
\_\_\_\_\_  
SCOTT H. CHRISTIANSEN  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

  
\_\_\_\_\_  
MARIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## HOST COUNTY AGREEMENT

This Host County Agreement ("Agreement") is made this 5th day of December, 2011, between Winnebago Reclamation Service, Inc., an Illinois corporation ("Winnebago Reclamation"), Winnebago Landfill Company, LLC, an Illinois limited liability company ("Winnebago Landfill Company"), and the County of Winnebago, Illinois (the "County").

Winnebago Landfill Company is the owner of the landfill facility located on Lindenwood Road in unincorporated Winnebago County, Illinois. Winnebago Reclamation is the current operator of the landfill facility located on Lindenwood Road in unincorporated Winnebago County, Illinois.

The facility which includes the Landfill was granted local siting approval on October 12, 1990 and December 8, 2005, by the County, pursuant to Section 39.2 of the Illinois Environmental Protection Act (the "Act"), 415 ILCS 5/1 *et seq.* The facility, as currently permitted, includes five Municipal Solid Waste Landfill units ("MSWLF units"), a recycling center, a landfill gas processing plant, borrow sources including a permitted limestone quarry, and other related improvements and undeveloped land. Three of the existing MSWLF units are now closed and the other two are expected to reach capacity and be closed by approximately 2019. The legal description of the facility is attached as Exhibit A, and a site plan depicting the facility is attached as Exhibit B.

Rock River Environmental Services, Inc. is an affiliated company of Winnebago Landfill Company and Winnebago Reclamation Service and is engaged, in the collection, transportation, and disposal of municipal solid waste and other nonhazardous wastes, recyclable materials, and the collection and composting of yard waste. A substantial part of the wastes that are disposed of at the Facility and the recyclable materials that are processed at the Facility are collected and transported by Rock River and its subsidiaries.

Where no distinction is required by the context Winnebago Reclamation, and Winnebago Landfill Company are referred to in this agreement as the "Companies."

Winnebago Landfill Company intends to file a request with the County for local siting approval for an expansion of the Facility which will include the development of one additional MSWLF unit. The additional unit will lie to the east of the existing MSWLF units on adjacent real property.

Although the precise details of the Expansion (as defined below), including the waste boundaries and capacity of the proposed MSWLF unit, have not been determined, it is anticipated that the Expansion will be generally as depicted on the site plan attached as Exhibit C.

Under applicable Illinois law, the County has the primary responsibility for solid waste management planning in the county, including both unincorporated and incorporated areas. The County desires to obtain the assistance of the Companies, in providing solid waste management planning, education and services for its residents and desires to use revenues which it may lawfully derive from the operation of pollution control facilities in

the County to defray the costs of its solid waste management responsibilities and for the general economic development and governmental functions of the County.

Winnebago Landfill Company is willing to cooperate with the County in planning and implementing solid waste management activities in the County and to pay the County a "Host Fee," based on the operation of the Facility, including the Expansion, to be used to assist the County in meeting the general revenue needs of the County as the County may deem appropriate, including the County's efforts in economic development, solid waste planning, education, enforcement and other solid waste related responsibilities.

The County desires to secure, and Winnebago Landfill Company is willing to provide, long-term landfill disposal capacity and other waste management services for residents, businesses and institutions located in the County.

Winnebago Landfill Company and Winnebago Reclamation have owned and operated the Facility since 1972, and during that period have provided safe and responsible landfill and waste management services to residents, municipalities and businesses in the County, and the Companies and their affiliates have been active participants in local economic development efforts and environmental organizations and have promoted environmental education efforts in the County.

The Companies will continue to own and operate the Facility and the Expansion in the County for the foreseeable future, and continue their participation in County environmental and economic development activities and to keep the County fully informed of the nature of their operations and their expansion plans. In this regard, it is the policy of the Companies to demonstrate that its operations are, have been and will continue to be conducted in an environmentally sound manner.

The County desires to protect the health, safety and welfare of its citizens, assist with public environmental education, insure that factually and technically accurate information relating to the Facility is given to the public, and receive appropriate fees to help meet the costs of County government.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement and the opportunity for public/private cooperation on environmental and solid waste management matters and other valuable consideration, the sufficiency, adequacy and receipt of which is acknowledged, the parties agree as follows:

**Incorporation of Recitals.** The above recitals are incorporated as part of this Agreement as though fully set forth in this paragraph.

**Capitalized Terms.** Each capitalized term that is not expressly defined in this Agreement shall have the meaning provided for it in the then current Act, as amended, and the applicable regulations promulgated under the Act.

"Closure" as applied to a landfill or other waste treatment or disposal facility shall have the meaning provided in the Act and the applicable regulations.

"Expanded Facility" shall mean the total development consisting of the Facility and the Expansion.

"Expansion" shall mean the real property described on Exhibit D, including one or more MSWLF units and other improvements, generally as depicted on Exhibit C.

"Expansion Date" shall mean the date on which Waste is first disposed of in the Expansion.

"Facility" shall mean the real property and improvements described on Exhibit A and depicted on the site plan attached as Exhibit B.

"Hazardous Waste" shall mean Waste which is then defined as "hazardous" or "toxic" by the Act, the regulations adopted under that Act, or by the corresponding provisions of federal environmental law.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"Siting Approval Date" shall mean the date on which local siting approval for the Expansion first becomes final and non-appealable.

"Transfer Waste" shall mean Waste that is delivered in vehicles, commonly referred to as "Transfer Trailers" designed for the transport of at least 40,000 pounds of material. All other wastes shall be treated as "direct haul waste" and shall exclude non-hazardous special wastes and alternative daily cover material.

"Unacceptable Waste" shall mean any Hazardous Waste, any Wastes which are not permitted to be accepted for disposal at the Facility under applicable law and any Waste which Rock River determines may cause inconveniences in the daily operation of the Facility.

"Waste" shall mean and refer to all non-hazardous material and substances defined as Waste under the Act, but shall not include materials used as Alternative Cover Materials, compost, Clean Construction and Demolition Debris, Publically Owned Treatment Works (POTW) biosolids, pollution control waste or road building and other materials that are used for a beneficial purpose within the Facility or the Expansion.

**Property Covered.** This Agreement covers the Expanded Facility.

**Effective Date.** This Agreement shall be effective as of the date on which duly authorized individuals from the parties have executed it.

**Expiration Date.** The "Term of this Agreement" shall expire on the later to occur of the following: (a) thirty (30) years after the Closure of all waste disposal units located at the Expanded Facility; or (b) thirty (30) years after the Closure of the Expanded Facility. If applicable law or IEPA action requires a landfill post closure care period of more than thirty (30) years, the thirty (30) year period provided for in this section shall be increased to the number of years for which landfill post closure care is required.

**Ban on Hazardous Waste.** Winnebago Landfill Company will not knowingly accept, treat, or dispose of any Hazardous Waste at the Facility or the Expansion.

**Capacity for the County.** Commencing on the Siting Approval Date Winnebago Landfill Company will have a minimum of twenty years of capacity for the disposal of Solid Waste generated within the County ("County Wastes").

**Landfill Capacity Determination.** Commencing on the Siting Approval Date, upon request by the county, Winnebago Landfill Company shall provide the County with a determination of the remaining capacity at the Facility.

**Records.** Following the Siting Approval Date, Winnebago Landfill Company shall provide the County on request, without charge, copies of the following documents relating to the Facility and the Expansion:

a Those submitted by Winnebago Landfill Company or its agents or consultants to any State or federal environmental agency; and

Written correspondence with any State or federal environmental regulatory agency other than routine correspondence and correspondence requesting authority to dispose of particular nonhazardous Special Waste streams; and

Those filed with or received from any State or federal regulatory agency relevant to charges, complaints or citations of environmental violations made by any governmental authority; and

Records maintained by Winnebago Landfill Company which reflect the amount of Waste received for disposal at the Expanded Facility.

**Well Monitoring.** (a) Within ninety (90) days after issuance of the first IEPA permit to construct a MSWLF unit within the Expansion and prior to the commencement of construction, Winnebago Landfill Company shall mail to the owners of all water supply wells within one thousand (1,000) feet of the waste boundary of the new MSWLF unit, by certified mail, return receipt requested, a written request seeking permission from the owners to sample their wells for background and for routine monitoring.

(b) Winnebago Landfill Company and the County shall use their collective best efforts to obtain permission to monitor the wells within the radius described above. Winnebago Landfill Company shall monitor the wells of those consenting owners on an annual basis for the Term of this Agreement, at Winnebago Landfill Company's expense, for the purposes of determining the quality of the water for human consumption, and shall provide the results of each sampling to the County Health Department and to the owner of the property. Testing shall be performed for those parameters or contaminants for which testing is performed by a municipal water system and shall include any additional, reasonably necessary testing requested by the County Health Department. If any test results demonstrate that the groundwater from the well has been contaminated and the landfill is identified as the source, Winnebago Landfill Company shall monitor the well on a quarterly basis until there have been four consecutive quarters in which no contamination is detected in the well or until it has been determined in the manner provided below that the source of the contamination is not the Facility.

**12. Contamination.** If any water supply well required to be monitored under the preceding paragraph is contaminated and the source of contamination is the Facility or the Expansion (as determined by a laboratory analysis of samples submitted to a USEPA certified laboratory and the certification of an independent hydrogeologist, each selected by Winnebago Landfill Company at its expense), Winnebago Landfill Company shall provide an alternate potable water supply to

that owner, such as bottled water and may include a new well to replace the contaminated well. The alternate potable water supply shall be provided within twenty-four (24) hours after Winnebago Landfill Company receives the results of the laboratory analysis and the hydrogeologist's certification. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them in the Act and as set forth in the more stringent of the United States Environmental Protection Agency ("USEPA") or IEPA Drinking Water Regulations. The selection of an independent hydrogeologist shall be subject to the reasonable approval of the County. If the County does not approve the selection of a hydrogeologist, Winnebago Landfill Company shall select the hydrogeologist from a list prepared by the County of at least three (3) independent hydrogeologists experienced in the analysis of landfill groundwater impacts.

**13. Property Value Protection Plan. Effective as of the Siting Approval Date,** Winnebago Landfill Company agrees to comply with the "Property Value Protection Plan" agreed to between the parties. Applicant shall provide a proposed Property Value Protection Plan prior to filing an application for local siting approval, and the parties hereto shall negotiate in good faith to agree on a Plan.

**14. Insurance. In addition to the financial assurance requirements of the State of Illinois,** Winnebago Landfill Company shall also maintain an environmental impairment liability policy of insurance in an amount not less than One Million Dollars (\$1,000,000) for each loss and One Million Dollars (\$1,000,000) for all losses resulting from the operation of the Facility or the Expansion. Winnebago Landfill Company shall name the County as an additional insured under each such policy and shall annually provide the County Health Department with a certificate of insurance confirming that the insurance required by this section is in effect.

**15. Indemnification. The Companies agrees to indemnify and hold** harmless the County, its agents, servants, employees and each of them against, and hold it and them harmless from and against, any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the operation, construction and development of the Facility or the Expansion, as well as in connection with the rendering of all other services covered by this Agreement. The foregoing indemnity shall not apply if such injury, death or damage is caused directly by the primary negligence of the County, its agents, servants or employees or any other person indemnified under this Agreement.

**16. Host County Fee.** (a) Winnebago Landfill Company shall pay the County a Host County Fee determined in the manner set forth below. The Host County Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund.

The measurement of all weights relevant to any portion of the Host County Fee shall be determined by certified scale, which shall be inspected annually.

**17. Host Fee.** (a) Commencing on the first day that waste is deposited in the expanded area to the east of the existing landfill, as described in exhibit D attached hereto, the Host Fee shall be determined by reference to average monthly volumes of waste disposed per customer and shall be as follows:

<u>Source</u>	<u>Fee/Ton</u>
Direct Haul Waste - Rock River Environmental Services and affiliates	\$ 2.27
Direct Haul Waste by others	\$ 2.27
Transfer Waste - Rock River Environmental Services and affiliates	\$ 2.27 (or lowest most favored rate - whichever is less)
Transfer Waste <500 tpd (monthly average)	\$ 3.27
Transfer Waste 501 >1,000 tpd (monthly average)	\$ 2.77
Transfer Waste >1,001 tpd (monthly average)	\$ 2.27

(b) In consideration of the Host Fee, Winnebago Landfill Company shall be entitled to a credit against any tax imposed by the County under Section 22.15 of the Act (or any successor or replacement tax) in an amount equal to the Base Host Fee paid by Winnebago Landfill Company; provided, however, that the credit shall not exceed the amount of the tax or any successor or replacement tax.

(c) The schedule in subsection (a) notwithstanding, the Host Fee shall be \$2.27 per ton with respect to: (i) all Waste subject to the Host Fee which generated through the Glenview, Illinois, Transfer Station owned by the Solid Waste Agency of Northern Cook County ("SWANCC") under the contract between SWANCC and Groot Industries initially dated November 22, 1995, and any amendments to or replacements of that contract; and (ii) all Waste generated through transfer stations owned and/or operated by Groot Industries and disposed of at the Landfill Facility pursuant to an agreement dated effective as of August 1, 2009, between Winnebago Landfill Company and Groot Industries, and any amendments to or replacements of that contract.

(d) County will credit for waste generated by Rock River Environmental Services and affiliates, \$0.27cents per ton to be used for the advancement of recycling, renewable energy, waste diversion, and environmental programs. The credit will be applicable to Rock River Environmental Services and affiliates for any covered activity occurring after the date of execution of this Host County Agreement, even though the activity occurred prior to the opening of the Eastern Expansion Unit covered by this Agreement.

(e) If Winnebago Landfill Company or Winnebago Reclamation Services commences any alternative method of disposal of waste at the facility or at an adjacent facility on the environmental campus that results in a diversion or reduction



of the amount of waste going to the landfill, the host fee shall apply to that waste diverted or reduced, with the exception that materials diverted or reduced from recycling activity will be exempt from the fee.

**18. Adjustments.** (a) The Host Fee shall be adjusted at 5 year intervals after waste is initially accepted into the eastern expansion. The increase will be equal to the previous five year average annual percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers (the "Index"). The Host Fee shall be determined by multiplying each of the fees set forth in the Fee Schedule by 1.0 plus the previous five year average annual percentage increase in the Index. The adjusted fee shall apply for the following 5 year period. For example, if filling in the East Expansion begins in 2020, a review of the five-year Index will occur in 2025 as follows:

Year	Annual CPI Increase
2020	2.5%
2021	2.6%
2022	2.9%
2023	3.2%
2024	4.9%
<b>5 Year Average</b>	<b>3.2%</b>

In the previous example, a 3.2% increase will be added to the original host fee for each type of waste in 2025 and will remain constant for the years 2025, 2026, 2027, 2028, 2029. The 5 year review and adjustment will be repeated at 5 year intervals for the life of the host agreement.

(b) **Payment.** All Host Fees shall be payable quarterly on or before the 30<sup>th</sup> day of the month following the end of each calendar quarter based on the tonnage of Waste subject to the Host County Fees received in the immediately preceding quarter.

(c) Winnebago Landfill Company agrees to keep during the Term of this agreement strict and accurate books and records of all Waste disposed of at the Facility and the Expansion, including separate records of Transfer Waste which are adequate to allow for independent audit, for the preceding five years, and the County shall have the right to examine the books and records of Winnebago Landfill Company at reasonable times for the purpose of verifying the amount of Host County Fees payable under this agreement.

**19. Other Services.** To assist the County in developing, updating and meeting the recycling and education objectives of the County Plan, the Companies will cooperate with the County to establish education, waste collection, yard waste collection, recycling and other waste management programs within the unincorporated areas of the County. Subject to applicable law, the County will grant the Companies a reasonable first and prior opportunity to negotiate contracts, having mutually acceptable terms, under which Winnebago Landfill Company or its subcontractors will provide any such services which the County determines to make available to its residents.

**20. Compliance with Applicable Laws, Rules and Regulations.** The Companies will, at all times, conduct their operations at the Facility and the Expansion in material compliance with all applicable laws, rules and regulations of the State of Illinois and United States of America. The acceptance of the Host County Fee under this Agreement shall not be construed as a waiver by the County of material compliance by the Companies with all such laws, rules and regulations, nor otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County.

**21. County Obligations.** (a) The County agrees to suitably maintain all highways within its maintenance jurisdiction which are utilized by the Companies in their operations. In addition, the County shall assist the Companies in protecting the health, safety and welfare of its citizens by offering technical advice to the Companies, where appropriate, and will assist the Companies in a reasonable manner consistent with the County Plan in establishing or promoting programs which are intended to reduce the volume of Solid Waste generated in the County.

(b) Notwithstanding any other provision of this agreement to the contrary, neither this agreement nor any provision of this agreement shall be construed as a commitment by the County to approve an application for site location approval for the Expansion or for any other pollution control facility. The parties acknowledge that any such application shall be considered by the County strictly on the merits, based on the evidence, in accordance with the provisions of Section 39.2 of the Act.

**22. County Solid Waste Management Plan.** The County shall include Facility and the proposed or approved Expansion in all updates or amendments to the County Plan.

**23. Enforcement.** The parties agree that the County shall have the right to enforce this Agreement by an action in the Winnebago County Circuit Court; provided, however, that prior to commencing any action, the County shall give Winnebago Landfill Company ten (10) days written notice in the case of the nonpayment of fees and thirty (30) days written notice in other cases of any non-compliance. Within five (5) days after any notice of non-compliance, Winnebago Landfill Company shall inform the County in writing of all defenses which it has to the alleged violation, and Winnebago Landfill Company shall not assert any defense not described. Winnebago Landfill Company shall have the right to correct any violation within the applicable period, or within such time as the parties may agree in writing. If such a violation is not corrected, the County may seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs and reimbursement for all expenses of litigation.

**24. Assignment of Rights.** This Agreement shall be binding upon the parties and their respective successors and assigns. An assignment of this Agreement shall not relieve Winnebago Landfill Company of its contractual obligations pursuant to this Agreement without the express written approval of the County, which the County shall not unreasonably withhold.

**25. Covenant.** This Agreement shall constitute a covenant in the nature of a covenant running with the land. Winnebago Landfill Company agrees to execute all additional documents necessary for the recording of this Agreement in the Winnebago County Recorder's Office.

**26. Amendment to Agreement.** This Agreement may not be amended except by a written agreement signed by both parties.

**27. Site Location Decision.** The County has not, by entering into this Agreement with the Companies, predetermined whether it will grant or deny site location approval for the Expansion or whether the Companies can (or cannot) establish any of the criteria related to site location approval. However, the Companies shall initiate and use their continuing best efforts to obtain siting approval for the Expansion pursuant to applicable state statute, the applicable County ordinances and any other applicable law, statute, regulation, rule, policy or ordinance. All such siting efforts must be undertaken and completed at the sole expense of the Companies. In addition, a Pollution Control Facility siting application must be submitted by Company to the County within twelve (12) months after the effective date of this Agreement, unless the County consents in writing to an extension of this period for good cause shown. The County shall review Company's application for site location approval for the Expansion in accordance with the criteria set forth by Illinois law as provided for in 415 ILCS 5/39.2.

**28. Force Majeure.** Except for Winnebago Landfill Company's obligations to pay fees to the County under this Host Agreement, until the time of failure to perform for the reasons stated in this section, no party shall be liable for its failure to perform under this Host Agreement due to contingencies beyond its reasonable control, including, without limitation, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding the siting, construction, operation, or maintenance of the Expanded Facility.

**29. Waiver.** Unless specifically provided by the terms of this Host Agreement, no delay or failure to exercise a right resulting from any breach of this Host Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Village Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, and other breach under this Host Agreement.

**30. Severability.** Should any provision of this Host Agreement be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction or other duly constituted authority, said provision shall be excluded and deemed inoperative, unenforceable, and though not provided for herein, and to the extent possible, all other obligations shall remain unaffected, unimpaired, valid and in full force and effect in order to carry out the intentions of the parties. If this Host Agreement is declared invalid by a court of competent jurisdiction, the parties will enter into good-faith negotiations to develop a revised agreement to carry out the intentions of the parties in entering into this Host Agreement.

**31. Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between the parties, and it supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties.

**32. Delivery of Notices.** All notices under this Agreement shall be personally delivered or sent by certified U.S. mail to the County at:

**With a copy to:**

**Winnebago County**  
404 Elm Street, Room 504  
**Rockford, IL 61101**  
**Attention: County Board Chairman**

Winnebago County State's Attorney  
Winnebago County Courthouse  
400 West State Street, Suite 619  
Rockford, IL 61101

**and to the Companies at:**

Winnebago Landfill Company  
5450 Wansford Way, Suite 201  
Rockford, IL 61109  
Attention: John Lichty

**Each party shall be entitled to change its address for purposes of notices by a written notice to the other party in the manner provided above.**

**The remainder of this page is intentionally left blank.**

**By:**



Winnebago Reclamation Services

**By:**



**The County of Winnebago**

**33. Authority to Enter Into Agreement.** Winnebago Reclamation represents and warrants that it is a valid and existing Illinois corporation, Winnebago Landfill Company warrants and represents that it is a valid and existing Illinois limited liability company, and each of the Companies warrants and represents that the individuals executing this Agreement have been Duly authorized to act on its behalf and enter into this Agreement. Each Company agrees to provide the County with sufficient proof of authorization on request. The County shall provide Winnebago Landfill Company with a certified copy of the resolution of its Board authorizing the execution of this Agreement by the undersigned representatives of the County.

**Winnebago Landfill Company.**

A handwritten signature in cursive script, appearing to read "John R. Self", is written over a horizontal line.

## **Exhibit A to Host Agreement**

### **LEGAL DESCRIPTION OF EXISTING FACILITY BOUNDARY:**

Part of Section 36 and part of the Southeast Quarter of Section 35, all in Township 43 North, Range 1 East of the Third Principal Meridian and part of the West Half of Section 31, Township 43 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Southeast Quarter of said Section 36; thence South 88 degrees 40 minutes 57 seconds West, along the south line of the Southwest Quarter of said Section 36, a distance of 2,638.46 feet to the southwest corner of the Southwest Quarter of said Section 36; thence South 88 degrees 42 minutes 25 seconds West, along the south line of the Southeast Quarter of said Section 35, a distance of 53.27 feet to the easterly right-of-way line for Illinois Route 251, as now laid out and used; thence North 01 degrees 59 minutes 02 seconds West, a distance of 311.06 feet; thence northeasterly along a circular curve to the right having a radius of 17,205.63 feet and whose center lies to the east an arc distance of 914.91 feet (the chord across the last described circular curve course bears North 02 degrees 02 minutes 10 seconds East, 914.80 feet); thence South 54 degrees 54 minutes 45 seconds East, a distance of 260.77 feet; thence South 73 degrees 22 minutes 24 seconds East, a distance of 219.36 feet; thence South 89 degrees 38 minutes 12 seconds East, a distance of 214.09 feet; thence North 77 degrees 23 minutes 58 seconds East, a distance of 139.25 feet; thence North 50 degrees 40 minutes 55 seconds East, a distance of 1,082.30 feet; thence North 70 degrees 40 minutes 03 seconds East, a distance of 378.89 feet; thence North 89 degrees 50 minutes 58 seconds East, a distance of 669.29 feet to the North-South half section line of said Section 36; thence North 01 degrees 00 minutes 37 seconds West, along the North-South half section line of said section 36, a distance of 2,442.82 feet; thence North 44 degrees, 57 minutes, 33 seconds East, a distance of 1,526.72 feet to the North line of the Northeast Quarter of said Section 36; thence North 88 degrees 42 minutes 22 seconds East, along the north line of the Northeast Quarter of said Section 36, a distance of 1,548.56 feet to the northeast corner of the Northeast Quarter of said Section 36; thence South 00 degrees 56 minutes 21 seconds East, along the east line of the Northeast Quarter of said Section 36, a distance of 1,801.38 feet to the southwesterly right-of-way line for County Highway 11A (commonly known as Lindenwood Road); thence South 49 degrees 03 minutes 37 seconds East, along said right-of-way line, 356.72 feet; thence South 52 degrees 18 minutes 16 seconds East, along said right-of-way line, 23.01 feet; thence North 00 degrees 31 minutes 44 seconds East, 62.94 feet to the centerline of County Highway 11A (Lindenwood Road); thence Southeasterly along a circular curve to the left, having a center which lies 716.14 feet to the Northeast, an arc distance of 15.02 feet (the chord across the previously described circular curve course bears South 51 degrees 42 minutes 16 seconds East, 15.02 feet); thence South 52 degrees 18 minutes 16 seconds East, along said centerline, 259.97 feet; thence South 37

degrees 41 minutes 44 seconds West, 50.00 feet to the Southwesterly right-of-way line for County Highway 11A (Lindenwood Road); thence South 52 degrees 18 minutes 16 seconds East, along said right-of-way line, 123.30 feet; thence South 38 degrees 05 minutes 50 seconds East, along said right-of-way line, 444.23 feet to the South line of the Northwest Quarter of Section 31, Township 43 North, Range 2 East of the Third Principal Meridian; thence North 88 degrees 21 minutes 11 seconds East, along said line, 53.79 feet to the centerline of County Highway 11A (Lindenwood Road); thence southeasterly along a circular curve to the right having a center which lies 955.00 feet to the Southwest, an arc distance of 362.48 feet (the chord across the previously described circular curve course bears South 11 degrees 47 minutes 41 seconds East, 360.31 feet); thence South 00 degrees 55 minutes 16 seconds East, along said centerline, 1,472.95 feet to the northwesterly line for a Commonwealth Edison right-of-way; thence South 63 degrees 48 minutes 23 seconds West, along said right-of-way line, 652.00 feet; thence South 88 degrees 21 minutes 59 seconds West, 364.83 feet to the East line of Section 36, Township 43 North, Range 1 East of the Third Principal Meridian; thence South 88 degrees 21 minutes 59 seconds West, 341.76 feet; thence South 00 degrees 56 minutes 21 seconds East, 155.11 feet to the centerline of the Kilbuck Creek; thence northwesterly, along the centerline of said creek, 301.00 feet (the chord across the previously described irregular creek course bears North 68 degrees 40 minutes 19 seconds West, 278.12 feet); thence South 68 degrees 39 minutes 36 seconds West, 363.84 feet to the centerline of the Kilbuck Creek; thence northwesterly, along the centerline of said creek; 530.00 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 36, (the chord across the previously described irregular creek course bears North 49 degrees 15 minutes 28 seconds West, 508.97 feet); thence South 00 degrees 58 minutes 29 seconds East, along said line, 716.05 feet to the South line of said Section 36; thence South 88 degrees 43 minutes 13 seconds West, along said line, 1,319.84 feet to the point of beginning. Situated in the County of Winnebago and the State of Illinois. Containing 433.47 acres.

# Exhibit B to Host Agreement



## LEGEND

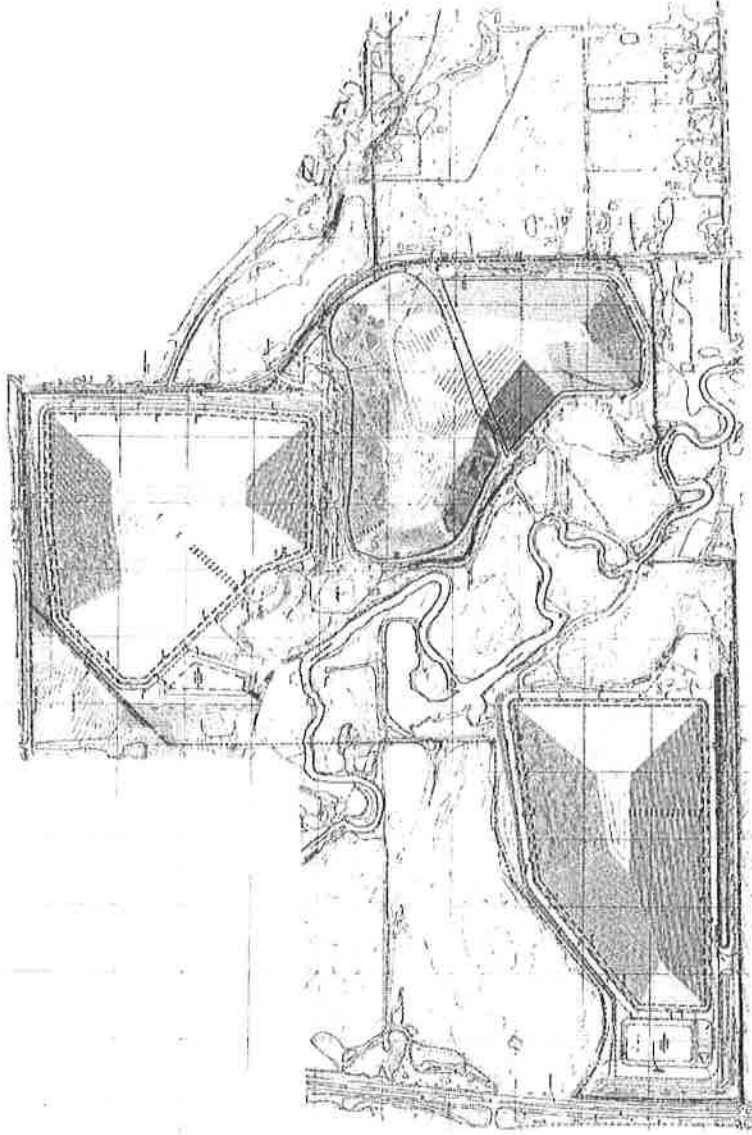
- Proposed Final Landform
- Proposed Final Landform
- Proposed Final Landform

Proposed Final Landform

Proposed Final Landform

Proposed Final Landform

## NOTES



WINNEBAGO LANDFILL EXPANSION WINNEBAGO COUNTY, ILLINOIS	PROJ. NO.	1000-01	D-TITLE	1000-01
	DATE	10/1/01	DATE	10/1/01
PROPOSED FINAL LANDFORM FACILITY	SCALE	1" = 100'	SCALE	1" = 100'
	DATE	10/1/01	DATE	10/1/01
D15				

WINNEBAGO LANDFILL COMPANY, LLC  
Winnebago Landfill Services, Inc.



Shaw Environmental, Inc.

[illegible][illegible]

## Exhibit C to Host Agreement

## Winnebago Landfill



WINNEBAGO LANDFILL - EAST EXPANSION  
WINNEBAGO COUNTY, ILLINOIS

PROPOSED FINAL LANDFORM

D12

[illegible]

FORM 1041	1996
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[illegible]

### **Exhibit D to Host Agreement**

#### **LEGAL DESCRIPTION OF FACILITY BOUNDARY EAST OF LINDENWOOD ROAD:**

Part of Sections 31 and 32 in Township 43 North, Range 2 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southwest corner of the Southeast Quarter of said Section 31, thence South 88 degrees 21 minutes 06 seconds West, along the South line of said Section 31, a distance of 1733.56 feet to the centerline of Lindenwood Road; thence North 00 degrees 55 minutes 17 seconds West, along said centerline, a distance of 34.34 feet to the point of beginning for the following described Parcel; thence North 90 degree 00 minutes 00 seconds West, a distance of 597.69 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 499.01 feet to the Northwesternly line for a Commonwealth Edison Right of Way; thence North 63 degrees 48 minutes 23 seconds East, along said line, a distance of 652.00 feet to the centerline of Lindenwood Road; thence South 00 degrees 06 minutes 55 seconds East, a distance of 185.21 feet; thence North 64 degrees 32 minutes 03 seconds East, a distance of 2316.15 feet; thence North 63 degrees 33 minutes 38 seconds East, a distance of 424.48 feet; thence North 86 degrees 51 minutes 49 seconds East, a distance of 592.03 feet; thence North 63 degrees 47 minutes 55 seconds East, a distance of 837.88 feet; thence North 26 degrees 12 minutes 05 seconds West, a distance of 182.72 feet; thence North 64 degrees 02 minutes 29 seconds East, a distance of 2070.98 feet; thence South 01 degrees 30 minutes 18 seconds East, a distance of 855.19 feet; thence North 87 degrees 29 minutes 14 seconds East, a distance of 2283.20 feet; thence South 89 degrees 14 minutes 17 seconds East, a distance of 69.11 feet to the West Right of Way line for Interstate Route 39; thence South 00 degrees 37 minutes 00 seconds East, a distance of 1590.78 feet; thence South 88 degrees 20 minutes 46 seconds West, a distance of 67.93 feet; thence South 01 degrees 16 minutes 43 seconds East, a distance of 591.98 feet; thence South 88 degrees 24 minutes 38 seconds West, a distance of 18.03 feet; thence South 40 degrees 51 minutes 08 seconds West, a distance of 124.16 feet; thence South 88 degrees 20 minutes 46 seconds West, a distance of 3278.10 feet; thence South 88 degrees 20 minutes 46 seconds West, a distance of 4506.14 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 37.98 feet; to the point of beginning; situated in the County of Winnebago and the State of Illinois; containing 363.667 acres, more or less.

# **NEW MILFORD HOST FEE PAYMENT SUMMARY**

January, 2009 through December, 2016

<b>Calendar Year</b>	<b>Host Fee Eligible Tonnage</b>	<b>Payments to New Milford</b>	<b>Reconcillation</b>	<b>Groot Tonnage</b>	<b>Groot Discount Applied</b>
2016	1,286,760	212,238.42	0.01	751,894	45,113.65
2015	1,027,215	177,019.48	(0.40)	473,731	28,423.87
2014	1,021,884	175,524.26	2,603.39	437,485	26,249.08
2013	1,124,154	197,481.28	(140.23)	458,163	27,489.77
2012	1,184,286	205,278.98	0.46	526,297	31,577.84
2011	1,222,698	210,457.66	0.64	568,020	34,081.21
2010	1,103,417	194,106.86	0.26	442,938	26,576.25
2009	818,840	155,793.22	0.06	132,913	76,500.40
		<b>\$ 1,527,900.16</b>	<b>\$ 2,464.18</b>		<b>\$ 296,012.06</b>

**Total Settlement Amount                    \$            298,476.24**



# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Sponsored by: Gary Jury

Submitted by: Operations & Administrative Committee

2017 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH GALLAGHER BASSETT  
FOR THIRD PARTY ADMINISTRATOR FEES FOR WORKERS COMPENSATION AND LIABILITY CLAIMS**

---

**WHEREAS**, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of third party administration (TPA) for workers compensation and liability claims; and,

**WHEREAS**, the renewal for December 1, 2016 TPA services contains premium changes; and

**WHEREAS**, Arthur J. Gallagher, who is the County's Insurance Broker, has extensively reviewed the County's options for this service and recommends continuation with Gallagher Bassett; and,

**WHEREAS**, Gallagher Bassett proposed the attached projected rates to Winnebago County for the TPA services of the workers compensation and liability claims beginning December 1, 2016 thru November 30, 2019:

Total Workers Compensation: \$69,354

Total Liability/Property: \$25,298

Ancillary Services Total: \$727

**TOTAL: \$95,379**

*This is year 1 of a 3 year agreement. Per claim fees will increase 0% year one (2016-2017), 1% year two (2017-2018), and 2% year three (2018-2019).*

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Gallagher Bassett for the administration of the TPA services for December 1, 2016 through November 30, 2019.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with Gallagher Bassett, 15763 Collections Center Drive, Chicago, IL 60693, for TPA services for workers compensation and liability claims.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, and the County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

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

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**FRANK HANEY**

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

ATTESTED BY:

---

**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

County of Winnebago #000102

12/1/2016 - 12/1/2017

**PRICING OPTION: HANDLE TO CONCLUSION**  
**(Based on utilizing GBMCS)**

Services Based on New Arisings	Est. Claim Frequency*	Per Claim Fee*	Projected Service Fee
<b>Workers' Compensation</b>			
Medical Only	85	\$220	\$18,700
Indemnity	31	\$1,634	\$50,654
Input/Admin Only*			\$110 Per Claim
Electronic Incident			\$63 Per Incident
<b>Total Workers' Compensation:</b>	<b>116</b>		<b>\$69,354</b>
<b>Liability / Property</b>			
Auto/General-Bodily Injury	4	\$1,551	\$6,204
Auto/General-Property Damage	1	\$889	\$889
Auto Physical Damage	0	\$731	\$0
Professional Liability	11	\$1,655	\$18,205
<b>Total Liability/Property:</b>	<b>16</b>		<b>\$25,298</b>
<b>Ancillary Services</b>			
Administration / Data Management			Included
Account Management (Designated)			Included
Banking Administration			\$727
RMIS - 2 users			Included
Claim Reporting - Telephonic			Included
Claim Reporting - Web or e-Fax			Included
<b>Ancillary Services Total:</b>			<b>\$727</b>
<b>Grand Total:</b>			<b>\$95,379</b>

This is year 1 of 3-year agreement. Per claim fees will increase 0% year one (2016-2017), 1% year two (2017-2018), and 2% year three (2018-2019).

\*Gallagher Bassett will set up Input/Admin files and will operate strictly as a record keeper, inputting information as directed by the County of Winnebago (Claim Manager). Investigation, negotiation and adjustment of the claims along with setting reserves will be done by the Claim Manager. GB will document claim notes and will issue the payments at the direction of the Claim Manager. Losses are expected to be open for 90 days or less each.

County of Winnebago #000102

12/1/2016 - 12/1/2017

**GB MANAGED CARE SERVICES**

SERVICES	CHARGES
<b>Fee Schedule (Bill Review / UCR)</b>	\$ 1.30 Per Line (2 line header)
<b>All Other Savings</b> <ul style="list-style-type: none"> <li>Enhanced Bill Review/Clinical Edits (ESS)</li> <li>Clinical Validation/Nurse Review (CV)</li> <li>Preferred Provider Networks (PPO)</li> <li>Out Of Network (OON)</li> <li>Specialty Networks/ Physical Therapy (PT)</li> </ul>	28 % of Savings 30 % of Savings 30 % of Savings 30 % of Savings 30 % of Savings
<b>Electronic Receipt of Medical Bills</b>	\$2 additional per bill in all applicable states
<b>Telephonic Case Management</b>	\$75 Medical Triage \$290 per Indemnity claim (each 30 days) \$130 per Medical Only claim (one time)
<b>Hospital Certification Program</b>	\$120 Inpatient Pre-Certification
<b>Utilization Review Program</b>	\$105 Outpatient Pre-Certification
<b>UR Physician Review</b>	\$270 per Review
<b>Task Based Field Case Management</b> <ul style="list-style-type: none"> <li>Task 1: One Visit Task</li> <li>Task 2: Two Visit Task</li> <li>Task 3: Labor Market Survey</li> <li>Task 4: Vocational Assessment</li> <li>Task 5: Home Visit</li> </ul>	\$530 per assignment \$705 per assignment \$635 per assignment \$590 per assignment \$660 (\$730 in CA) per assignment
<b>Medical Case Management and Vocational Rehabilitation – Hourly</b>	\$92 per hour plus expenses \$103 per hour – AK, CA, HI, NY
<b>Priority Care 365</b>	\$90 per call
<b>Texas HCN Service Options</b>	Not Applicable

County of Winnebago #000102

12/1/2016 - 12/1/2017

**GB MANAGED CARE SERVICES**

SERVICES	CHARGES
<b>Other State Service Options:</b> <ul style="list-style-type: none"> <li>California MPN Service Options</li> <li>Illinois PPP Service Option</li> <li>New York PPO Service Option</li> <li>West Virginia MHCP Service Option</li> </ul>	For claims handled in the designated states (otherwise, Not Applicable)  Not Applicable  Selected - No additional fees beyond the normal Cost & Terms  Not Applicable  Not Applicable
<b>Medical Cost Projection (MCP) and Clinical Recommendations</b>	\$125 per hour
<b>Pharmacy Benefit Management (PBM) – First Script</b>	Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions
<b>Rx Peer to Peer Review (P2P)</b>	\$290 per review
<b>Rx Drug Utilization Assessment (DUA)</b>	\$575 per DUA.
<b>Return to Work Coordinator (Injury Coordinator)</b>	Coordinator available - additional fee
<b>Durable Medical Equipment (DME) Program-First Script</b>	Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions
<b>Dental Review Program</b>	Charged on a per review basis
<b>OSHA Reporting</b>	\$4,500 per year  Includes set-up, OSHA access & unlimited OSHA logs and summaries
<b>Taxes</b>	All applicable taxes will be added to the service fees where required

Client and GB agree as follows: If another preferred managed care vendor other than Gallagher Bassett Managed Care Services is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

County of Winnebago #000102

12/1/2016 - 12/1/2017

**OTHER SERVICES**

SERVICES	CHARGES
RMIS - Additional Users	\$1,000 per user
GB International Claims Services	Varies by Country (pricing provided upon request)
Consultative Services	
Loss Control Consulting Services	\$140 per hour
Appraisal Services	TBD
Fraud Prevention – Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU	\$85 per hour plus expenses
Surveillance Investigations	\$70 per hour plus expenses
Targeted Field Investigations	\$80 per hour plus expenses
Targeted Database Investigations	Rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for resolution managers/counsel	2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel unless client elects to fund.
5 client licenses for Legal Analytics platform	
Attorney-led invoice compliance review	
Gallagher Bassett Compliance Solutions (GBCS) (The following pricing is for GBCS only. If another vendor is selected, then other pricing applies)	
Workers Compensation Medicare Set-Aside Allocation (WCMSA)	\$2,300 per allocation
Rush Fees (MSA completed within 7 days)	\$450 per case
Revisions:	\$150 per hour (One free revision within six months of submission)
Liability Medicare Set-Aside Allocation (LMSA)	\$2,300 Fee
MSA Submission to CMS	\$850 Fee
Conditional Payment Research (CPR)	\$200 Flat Rate
Conditional Payment Negotiations (CPN)	\$375 Flat Rate
Secure Final Demand for Settlement (SFD)	\$250 Flat Rate
Bundled CP Resolution Services	\$700 Flat Rate
Benefit Coordination & Recovery Contractor Notification	\$45 Flat Rate
Medicare Eligibility Inquiry (MEI)	No Charge
SSDI Verification	\$175 Flat Rate
Release / Settlement Agreement Review	\$250 Flat Rate
Lien Resolution (Advantage Plan, Medicaid, Part D)	\$500 Flat Rate per Lien Resolution
Taxes All applicable taxes will be added to the service fees where required	

County of Winnebago #000102

12/1/2016 - 12/1/2017

**PROGRAM SPECIFIC TERMS AND CONDITIONS**

1. Audit Terms: **Estimate**
  - Estimate - Claims will be reviewed annually and audited at the 18<sup>th</sup> and 24<sup>th</sup> month, and then every 12 months thereafter.
2. Billing and Payment Terms: Fees will be billed **Monthly** during the calendar year. Fees are payable within 30 days upon receipt of the invoice. Gallagher Bassett reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

3. Claim Pricing Terms:

**HANDLE TO CONCLUSION:**

\*Please see Claim Charges outlined in footnote 7 under Program Specific Terms and Conditions.

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

There may be an additional fee charged by the carrier(s) for data transfers as a pass-through to client.

4. Account Administration includes the following:
  - Designated Account Manager
  - Detailed Status Reports @ \$50,000
  - Settlement Authority @ \$0 zero
  - Two Claim Reviews a Year or One Audit
  - Acknowledgement Letter to claimant
5. Data Management includes the following:
  - New Claim Setup
  - Historical Claims
  - Monthly Report by Email or the Website
  - Carrier Report Package by Email or Website
6. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.
7. Claim Charges: The Claim charge is applicable per claim per line of coverage.
8. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.
9. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

County of Winnebago #000102

12/1/2016 - 12/1/2017

**GENERAL CONTRACT TERMS AND CONDITIONS**

1. Independent resolution managers for Catastrophes - If applicable, following any significant Property loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc), GB reserves the right to retain outside resources (resolution managers) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. Material Change - GB reserves the right to modify its fees upon sixty (60) days prior notice to CLIENT if:
  - a. It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement
  - b. During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities
3. Taxes - All applicable taxes will be added to the service fees where required
4. Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:
  - Legal Fees
  - Medical Examinations
  - Professional Photographs
  - Travel made at client's request
  - Costs for witness statements
  - Court reports
  - Medical records
  - Accident reconstruction
  - Experts' rehabilitation costs
  - Chemist
  - Fees for service of process
  - Collection cost payable to third parties on subrogation
  - Architects, contractors
  - Engineer
  - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
  - Police, fire, coroner, weather, or other such reports
  - Property damage appraisals
  - SIU, surveillance and sub rosa investigation
  - Official documents and transcripts
  - Pre- and post-judgment interest paid
  - Outside Investigation
  - Subrogation at 15% of gross recovery
  - Second Injury Fund Recovery
  - Data Intelligence Self-Service Reports
  - Managed Care - Managed Care services may include, but are not limited to:
    - i. Preferred provider organization networks
    - ii. Utilization review services
    - iii. Automated state fee scheduling
    - iv. Light duty/return-to-work programs
    - v. Medical case management and Vocational rehabilitation network
    - vi. Prospective injury management services
    - vii. Hospital bill audit services

County of Winnebago #000102

12/1/2016 - 12/1/2017

## **DEFINITIONS**

### **Workers Compensation - Medical Only Claims**

A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, and (v) payments on the Claim have not exceeded \$2,500.

### **Workers Compensation - Indemnity Claims**

An indemnity claim is a Workers Compensation claim that is not a Medical Only Claim.

### **Incident - Electronic and Manual**

An Incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the Incident and make a courtesy call [if necessary] to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

### **Liability Claims**

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

### **Auto Physical Damage (APD)/Property Claims**

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

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

Sponsored by: Gary Jury  
Submitted by: Operations & Administrative Committee

2017 CR

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**RESOLUTION FOR ANNUAL FIRE ALARM INSPECTION SERVICES**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive proposals by the County Board; and,

**WHEREAS**, competitive bids for number 17B-2119 were received on October 17, 2017 by the Purchasing Department for the following:

**ANNUAL FIRE ALARM INSPECTION SERVICES**

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned items and recommends awarding the bid as follows:

**AFFILIATED CUSTOMER SERVICE INC.**  
**1441 BRANDING LANE**  
**DOWNERS GROVE, IL 60515**

**SEE BID TAB FOR PRICING**

**WHEREAS**, the Operations and Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

**VARIOUS**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that a Purchase Order be issued in the amount of \$28,876.00 to Affiliated Customer Service Inc., 1441 Branding Lane, Downers Grove, IL 60515.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

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ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

ATTESTED BY:

\_\_\_\_\_  
**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**FRANK HANEY**

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

**BID TAB**

**17B-2119**

**Annual Fire Alarm Inspection Services**

**October 17, 2017 11:00 AM**

<b>Vendor/Bidder</b>	<b>Price for All Locations Inspection</b>	<b>Hourly Rate for Requested Extra Services</b>
Affiliated Customer Service, Inc. 1441 Branding Lane Downers Grove, IL 60515	\$28,876.00	\$145.00 per hour
Ballard Services, Inc. DBA Ballard Electric, Pro Com Systems, Ballard Engineering 3555 Electric Ave. Rockford, IL 61109	\$49,500.00	\$120.00 per hour

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

Sponsored by: Gary Jury  
Submitted by: Operations & Administrative Committee

**2017 CR**

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**RESOLUTION AWARDING PROPOSALS FOR LAUNDRY AND LINEN SERVICES AT RIVER BLUFF  
NURSING HOME**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive proposals by the County Board; and,

**WHEREAS**, competitive proposals were received on August 11, 2017 for the following:

**17P-2113**

**LAUNDRY AND LINEN SERVICES FOR RIVER BLUFF NURSING HOME**

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item and recommends awarding the proposal as follows:

**ECOBRITE LINEN**  
**3712 JARVIS AVENUE**  
**SKOKIE, IL 60076**  
**SEE ATTACHED TAB**

**WHEREAS**, the Operations and Administrative Committee has determined that the funding for the aforementioned service shall be as follows:

**73000 - 42290**

**NOW, THEREFORE, BE IT RESOLVED**, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a two (2) year contract for \$430,000 annually with three (3) one-year renewal options for services beginning November 27, 2017 with EcoBrite Linen, 3712 Jarvis Avenue, Skokie, IL 60076, in substantially the same form as that attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

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KEITH McDONALD

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ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

\_\_\_\_\_  
**FRANK HANEY**

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

ATTESTED BY:

\_\_\_\_\_  
**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**LAUNDRY AND LINEN SERVICES AT RIVER BLUFF NURSING HOME**  
**PROPOSAL TAB - # 17P-2113 - AUGUST 11, 2017**

<b>Pricing/Vendor</b>	<b>EcoBrite Linen 3712 Jarvis Ave. Skokie, IL 60076</b>	<b>Aramark Uniform &amp; Career Apparel, LLC 215 18<sup>th</sup> Avenue Rockford, IL 61104</b>	<b>Superior Health Linens, LLC 2905 Syene Road Madison, WI 53713</b>
<b>Linen Service</b> Bulk Linen Service Linens & Linen Laundry Service			
1 <sup>st</sup> -2 <sup>nd</sup> Year	<b>\$.49 per lb</b>	Item Pricing	\$.47 per lb.
3 <sup>rd</sup> Year	<b>CPI</b>	Item Pricing	\$.48 per lb.
4 <sup>th</sup> Year	<b>CPI</b>	Item Pricing	\$.485 per lb.
5 <sup>th</sup> Year	<b>CPI</b>	Item Pricing	\$.495 per lb.
<b>Linen Auto Replacement</b> Delivered Clean Linens Only			
1 <sup>st</sup> -2 <sup>nd</sup> Year	<b>\$.12</b>	Item Pricing	\$.05 per lb.
3 <sup>rd</sup> Year	<b>CPI</b>	Item Pricing	\$.05 per lb.
4 <sup>th</sup> Year	<b>CPI</b>	Item Pricing	\$.05 per lb.
5 <sup>th</sup> Year	<b>CPI</b>	Item Pricing	\$.05 per lb.
<b>Resident Personal Clothing Laundry Service</b> Resident Owned Laundry Service			
1 <sup>st</sup> -2 <sup>nd</sup> Year	<b>\$.75 per lb.</b>	\$1.50 per lb.	\$.75 per lb.
3 <sup>rd</sup> Year	<b>CPI</b>	\$1.50 per lb.	\$.76 per lb.
4 <sup>th</sup> Year	<b>CPI</b>	\$1.50 per lb.	\$.765 per lb.
5 <sup>th</sup> Year	<b>CPI</b>	\$1.50 per lb.	\$.775 per lb.
<b>County Owned Linens</b> (Curtains, Spreads, Small Rugs, etc.)			
1 <sup>st</sup> -2 <sup>nd</sup> Year	<b>\$.75 per lb.</b>	\$1.50 per lb.	\$.75 per lb.
3 <sup>rd</sup> Year	<b>CPI</b>	\$1.50 per lb.	\$.76 per lb.
4 <sup>th</sup> Year	<b>CPI</b>	\$1.50 per lb.	\$.765 per lb.
5 <sup>th</sup> Year	<b>CPI</b>	\$1.50 per lb.	\$.775 per lb.

**LINEN AND LAUNDRY SERVICE AGREEMENT**

This Linen and Laundry Service Agreement ("Agreement") is made and entered into on September 19, 2017 between ECO BRITE LINENS, LLC ("EcoBrite"), an Illinois limited liability company and **Winnebago County River Bluff Nursing Home** ("Customer"), located at **4401 North Main Street, Rockford IL 61103** (the Customer together with EcoBrite, each a "Party" and collectively the "Parties").

**WHEREAS**, EcoBrite provides linen and laundry services to healthcare customers and is willing to provide such services to Customer; and Customer desires to purchase such services exclusively from EcoBrite pursuant to the terms of this Agreement.

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**1. Appointment/Acceptance.**

Customer hereby retains EcoBrite, and EcoBrite agrees, on the terms and conditions provided below to perform the services on Customer's behalf, as described more fully below and from County RFP 17P-2113 (hereinafter "RFP"). EcoBrite shall perform such other work as agreed upon by the Parties from time to time.

**2. EcoBrite Services.** EcoBrite agrees to perform each of the following:

- a. Linen - EcoBrite will provide Customer with linens to be used at Customer's facility as described in **EXHIBIT A,B,C & D** attached hereto. Sufficient quantities will be provided by EcoBrite for Customer needs and required par levels, not to exceed five (5) par levels.
- b. EcoBrite Owned Laundry - EcoBrite will provide laundry services for the linen items supplied by EcoBrite. Laundry services shall include activities customarily associated with laundering, including washing, drying, flat work ironing, folding, and packing in carts.
- c. Customer Owned Laundry - EcoBrite will provide laundry services for patient's personal garments and other Customer owned goods. Patient goods will be laundered in mixed loads and will not include special care (i.e. gentle cycle, dry cleaning, and ironing). Laundry will be returned to Customer separated by patient, folded.
- d. Delivery - EcoBrite will drop off and pick up laundry in accordance with the delivery schedule outlined in **EXHIBIT A,B,C & D** from a single location. Clean laundry will be dropped off in carts and Customer personnel shall be responsible for unloading such. Additionally, Customer will use carts to pack up bagged soiled laundry and linen. Customer can request additional delivery/pickup for a charge as described in **EXHIBIT A,B,C & D**, attached hereto. Delivery schedules will be mutually agreed upon and will not be changed without prior written consent of the Parties.

- e. Packaging - EcoBrite will provide plastic bags for soiled linen for a cost as outlined in **EXHIBIT A,B,C & D**, attached hereto. EcoBrite will also provide hampers as needed for the collection of linens, incontinent products, and mesh personal laundry bags for personal apparel for a cost as outlined in **EXHIBIT A,B,C & D**.

**3. Losses and Damages:**

EcoBrite will bill Customer for lost linen items as well as items that were damaged from use that is not consistent with its designated use, for example using towels to clean the floor. Customer shall be billed the value of the item as per **EXHIBIT A,B,C & D**, attached hereto. Losses will be calculated utilizing RFID technology embedded in linen items. The Parties acknowledge and agree that the method of value determination for linen items is set forth in **EXHIBIT A,B,C & D**.

**4. Representations and Warranties.**

The Parties each represent and warrant as follows:

- i. Each Party has full power, authority, and right to perform its obligations under the Agreement.
- ii. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- iii. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

**5. Pricing**

- a. The price for all services provided by EcoBrite under this Agreement, including providing linen items and delivery frequency shall be set forth in **EXHIBIT A,B,C & D**. Laundry services for those items and such other items as Customer submits for laundering, shall be as set forth in **EXHIBIT A,B,C & D**. In the event that the Customer objects to an increase in pricing as described in this Section 5, the Customer may terminate this Agreement after receipt of a Surcharge Notice by providing thirty (30) days written notice to EcoBrite.
- b. If subsequent to a price increase subject to paragraph (a.) the costs to EcoBrite Linen decrease to the prior level within a 12 month period, prices will revert to prior amount.

**6. Delivery Documentation.**

EcoBrite shall provide to Customer a delivery note with quantities of linen and weights of clean laundry with each delivery. EcoBrite will provide Customer with invoices on a weekly or bi-weekly basis for services rendered during the preceding period.

**7. Payment.**

- a. All payments are subject to the Local Governmental Prompt Payment Act (50 ILCS 505/1 et seq.) with all supporting documentation necessary for the Customer to verify the services under this Agreement. The Customer shall not be obligated to pay for any services which were non-compliant with the terms and conditions of this Agreement and the RFP.

During the term of Agreement, Customer shall give EcoBrite and its representative's reasonable access to Customer's premises to count, inventory and assess its linens in Customer's possession, upon reasonable written notice to Customer.

**8. Term.**

- a. **Initial Term.** The initial term of this Agreement shall be two (2) years and begin on or about \_\_\_\_\_ and continue through \_\_\_\_\_, unless terminated prior to this date according to the terms of the Termination paragraph in Section 14. 1. of this Agreement, or extended as provided herein. The Customer shall establish and enter the above start and expiration dates.
- b. **Extension Option.** The Customer, subject to annual approval by the Winnebago County Board, may exercise the Customer's unilateral right to renew this Agreement following the expiration of the initial two (year) term for up to three (3) additional periods of one (1) year each, subject to acceptable performance by EcoBrite and contingent upon the appropriation of sufficient funds for the purchase of the services provided for in this Agreement.

**9. Return of Property.**

Within 30 days of the termination of this Agreement, whether by expiration or otherwise, EcoBrite agrees to return to the Customer and Customer agrees to return to EcoBrite all products belonging to the other Party.

Upon the expiration or earlier termination of this Agreement, Customer shall make all payments due to EcoBrite through the work that has been completed.

**10. Insurance Coverage.**

The Parties shall each maintain a policy of comprehensive general liability insurance of at least \$1,000,000 in coverage, and such other bonding and liability insurance, including but not limited to directors' & officers' liability insurance, business automobile liability, and unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of their activities, in amounts that they have determined are reasonably adequate. Each Party shall name the other Party as an additional insured if such coverage is available.

Additionally, EcoBrite shall provide insurance coverage that is not less than the coverage outlined in the RFP.

**11. Nature of the Relationship.**

EcoBrite agrees to perform the services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed or interpreted as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. EcoBrite is and will remain an independent contractor in its relationship to the Customer. Nothing in this Agreement shall create any obligation between either Party and a third-party.

**12. Indemnification.**

The contractor (bidder) shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Bidder and its employees, or because of any act or omission, neglect or misconduct of the Bidder, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Bidder's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Bidder shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Bidder's defense of any such claims, actions, or suits. The Bidder shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

**13. Other Provisions.**

- a. **Non-Exclusivity.** During the term of this Agreement, Customer may receive any of the services included in this Agreement from any other service provider in the event that Customer chooses to utilize more than one service provider for the services provided herein, EcoBrite may terminate this agreement **Customer may not launder EcoBrite owned linen in Customer facility.**
- b. EcoBrite will provide to customer clean linen in good condition. In the event that Customer receives linen that are stained or damaged, Customer will return such linen unused to EcoBrite and will received a credit for such items. EcoBrite will provide Customer with a method of returning damaged items upon or before execution of this Agreement. If Customer does not return items, EcoBrite will bill any unreturned linen item as a lost item.

**14. Miscellaneous**

- a. **Pronouns and Headings.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular, and plural thereof, wherever the context and facts require such construction. The headings, titles, and subtitles herein are inserted for convenience of reference only and are not to be construed as part of this Agreement, or as in anyway defining, limiting, or amplifying its provisions.
- b. **Binding Effect.** Each of the respective provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.
- c. **Severability.** The provisions of this Agreement are severable, and invalidity of any provision of this Agreement shall not affect the validity of any other provisions.
- d. **Governing Law.** All the terms and conditions hereof and the rights, duties and remedies of the Parties hereto shall be governed by the laws of the state of Illinois, and Winnebago County without regard to the conflict of laws principles in effect therein.
- e. **Venue.** The Parties agrees that any dispute hereunder may be present in the Circuit Court of Winnebago County, Illinois or any Federal District Court sitting in Winnebago County, Illinois and hereby submits to the jurisdiction of such courts and waives any right to claim that such forum lacks proper venue or is a forum non conveniens.
- f. **No Personal Liability.** For avoidance of doubt, nothing contained in this Agreement shall be construed as creating any personal liability with respect to any of the Parties hereto, and no personal liability shall be imposed against any of the Parties hereto pursuant to this Agreement.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and may not be amended or modified, except by an instrument in writing signed by all of the Parties to this Agreement.
- h. **Counterparts/Facsimile Signatures.** The Parties may execute this Agreement in counterparts. Facsimile signatures shall have the same force and effect as original signatures of the Parties hereto.
- i. **Force Majeure.** EcoBrite shall not be liable for failure of or delay in performing obligations set forth in this Agreement and shall not be deemed in breached of its obligations, if such failure or delay is due to natural disasters or any other causes beyond the reasonable control of EcoBrite (a “Force Majeure”) including any act of God or the elements, fire, flood, epidemic, quarantine restriction, war, terrorism,

break down ,accident to machinery ,acts of civil or military authority, any civil commotion, riots, strikes, lock outs or other industrial dispute. In the event of a Force Majeure, EcoBrite shall promptly notify Customer in writing and use reasonable efforts to cure or overcome the same and resume performance of its obligations under this Agreement.

- j. **Further Actions.** The Parties hereto agree to take such additional actions, and execute, file, or record any and all such additional documents or instruments, as may be necessary in order to carry out the intents and purposes of this Agreement.
- k. **Notices.** Any notice required to be given to either Party hereunder shall be deemed given when placed in the U. S. mail, certified or registered, or reputable overnight carrier and properly addressed with postage prepaid to the following address:

If to EcoBrite:	EcoBrite Linen 3712 W Jarvis Ave Skokie, IL 60076
If to Customer:	Director of Purchasing Winnebago County 404 Elm Street Room 202 Rockford, IL 61103

- l. **Billing.** Invoices will be sent weekly or as generated via USPS addressed to the following address: **River Bluff Nursing Home, 4401 N Main Street, Rockford IL 61103.** Copies of invoices will be emailed to: **mplymale@wincoil.us.**
- m. **Termination:** Winnebago County may terminate any contract or agreement at any time for any reason by giving at least thirty (30) days' notice in writing. If the contract is terminated by the County as provided herein, the contractor will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

**Eco Brite Linens LLC, DBA EcoBrite Linen,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Brian Polatsek  
Its: CEO

Customer:  
**Winnebago County River Bluff Nursing Home**

By: \_\_\_\_\_  
Name: Frank Haney  
Its: County Board Chairman  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Delivery Schedule:**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Service Commencement:**

Actual service commencement date to be determined mutually by Parties. Estimated service commencement shall be on: **TBD**

**EXHIBIT A: RFP Pricing**

Net Price Based on Clean Dry Weight per Lb.				
	1st - 2nd Year	3rd Year *	4th Year *	5th Year *
<b>Linen Service</b>				
<b>Bulk Linen Service</b>	<b>\$ 0.49 per lb</b>	<b>\$ CPI</b>	<b>\$ CPI</b>	<b>\$ CPI</b>
Linens and Linen Laundry Service				
<b>Linen Auto Replacement</b>	<b>\$ 0.12 per lb</b>	<b>\$ CPI</b>	<b>\$ CPI</b>	<b>\$ CPI</b>
Delivered Clean Linens Only				
<b>Resident Personal Clothing Laundry Service</b>	<b>\$ 0.75 per lb</b>	<b>\$ CPI</b>	<b>\$ CPI</b>	<b>\$ CPI</b>
Resident Owned Laundry Service				
<b>Winnebago County Owned Linens</b>	<b>\$ 0.75 per lb</b>	<b>\$ CPI</b>	<b>\$ CPI</b>	<b>\$ CPI</b>
(Curtains, Spreads, Small Rugs, Cover, etc.)				

Refer to Exhibit B for products included in linen service.

## **EXHIBIT B: Alternate Service Options**

### Alternate Service Options

#### Alternate Option One – EcoBrite’s Standard Program

Our contract structure is customer centric focusing on providing the opportunity for our customers to manage and reduce their overall cost. Our billing is based on actual items delivered and we do not charge any inventory fees or auto loss charges, surcharges etc.

If items are not returned after 90 days, Customer is billed the depreciated value (based on expected life cycle utilizing our RFID tracking) if returned within 180 days customer is issued a full credit

Our technology eliminated the needs for ordering linen as we can track almost everything based on usage and automatically maintain par levels. Additionally it allows us to provide actionable feedback to customer to reduce losses, monitor and manage usage and optimize products.

Deliveries are made on a 3 or 6 day delivery schedule by professional, non-commissioned route representatives. There are no added delivery or service charges on either schedule. Delivery carts of the highest quality or provided at no additional cost for both the delivery of clean product and the retrieval of soiled.

Summary:

- No need to for customer to place orders. Technology driven based on actual customer usage.
- No inventory, automatic loss, delivery or service charges. Per unit based pricing invoiced on actual use.
- Losses only invoiced when item not returned for 90 days.
- Soil Bags are sold as a direct sale item at \$38.15 per box (200 count).

#### Option One Pricing

There are **no additional or hidden charges with EcoBrite**. We supply and invoice only based on actual usage. Shelves will be stocked correctly without worry of shortage. Unlike many of our competitors who quote low unit cost but then charge for inventory, price guarantee and other line item charges EcoBrite actually employs and provides staff to reduce waste and improve our client’s balance sheets.

With that in mind and after analysis of **River Bluff’s 2016 Illinois Cost Report**, we estimate the PPD cost (including personals, housekeeping, table linen and losses) with EcoBrite’s pricing model to be \$4.45 or less. Therefore we are prepared to guarantee and cap the total annual cost at **\$430,000.00**. We are confident that River Bluff will experience much higher savings but are fully prepared to cap at this sum under Option One Pricing. This is based on a resident census of 210.

The unit pricing is:

<b>Option 1 - EcoBrite Method Pricing by Piece</b>			
<b>Rental Items</b>	<b>Lbs.</b>	<b>Rental Price</b>	<b>Auto Loss %</b>
Bath Towel	0.5	\$ 0.25	N/A
Bath Towel Premium	0.875	\$ 0.43	N/A
Hand Towel	0.25	\$ 0.15	N/A
Bath Blanket	1.5	\$ 0.74	N/A
Incontinent Pad	1.1	\$ 0.54	N/A
Wheel Chair Pad	0.45	\$ 0.32	N/A
Wash Cloth	0.0625	\$ 0.05	N/A
Patient Gown XL	0.9	\$ 0.44	N/A
Patient Gown	0.73	\$ 0.36	N/A
Honeycomb Fitted Sheet (Contour)	1.5	\$ 0.74	N/A
Flat Sheet	1.1	\$ 0.54	N/A
Draw Sheet	0.48	\$ 0.34	N/A
Bariatric Sheet	1.12	\$ 0.77	N/A
Pillow Case	0.22	\$ 0.13	N/A
Thermal Blanket	2.5	\$ 1.23	N/A
Adult Bib Terry Cloth	0.48	\$ 0.24	N/A
Adult Bib Premium	0.24	\$ 0.30	N/A
Tablecloth, Polyester, 62" Square	1.37	\$ 0.77	N/A
Napkin, Polyester	0.15	\$ 0.11	N/A
Micro Fiber Dust Mop, 48"	0.95	\$ 0.94	N/A
Microfiber Green Dust Mop, 20"	0.205	\$ 0.25	N/A
Microfiber Blue Wet Mop, 20"	0.15	\$ 0.25	N/A
Large Microfiber String Wet Mop	0.941	\$ 0.70	N/A
Small Microfiber String Wet Mop	0.74	\$ 0.59	N/A
Large Cotton String Wet Mop	1.422	\$ 0.70	N/A
Small Cotton String Wet Mop	0.703	\$ 0.59	N/A

**Annual Price Adjustment.** Beginning with the second year the price shall be adjusted on and after each anniversary equal to the CPI change for the previous 12 months. CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average, All items published by the United States Department of Commerce (base year 1982-84=100), or any successor index thereto.

<b>Direct Sale Items</b>	<b>Price</b>
Green Soiled Linen Bag 29 x 43 1.1mil	\$38.15
Blue Soiled Linen Bag 29 x 43 1.1mil	\$38.15
Hampers (optional)	\$90.00
Shelving Rack (optional)	\$120.00
Kitchen Rags, 5lbs. Bundle	\$5.00
Labeling Package (optional)	\$1,000.00
Additional 3,600 Heat Seal Labels	\$189.00
Purple Reject Linen Bag 29 x 43 1.1mil	\$0.00

**Lost linen replacement cost.**

Customer will be billed for items that have not been returned for 90 days. Billing will be based on the value of item calculated as indicated below:

Adjusted Replacement Cost = (Replacement Cost/Expected Life Washes*Remaining Life)+RFID Chip Cost						
Rental Items	Replacement Cost	Expected Life Washes	Times Washed	Remaining Life Expectancy	RFID Chip Cost	Adjusted Replacement Cost = (Replacement Cost/Expected Life Washes*Remaining Life)+RFID Chip Cost
<b>Example Item</b>	<b>\$ 7.06</b>	<b>100</b>	<b>65</b>	<b>35</b>	<b>\$ 0.80</b>	<b>\$3.17</b>
Bath Towel	\$ 1.32	75			\$ 0.80	
Bath Towel Premium	\$ 2.34	65			\$ 0.80	
Hand Towel	\$ 0.75	80			\$ 0.80	
Bath Blanket	\$ 3.75	85			\$ 0.80	
Incontinent Pad	\$ 5.10	100			\$ 0.80	
Wheel Chair Pad	\$ 3.00	100			\$ 0.80	
Wash Cloth	\$ -				\$ -	
Patient Gown XL	\$ 4.17	85			\$ 0.80	
Patient Gown	\$ 2.93	85			\$ 0.80	
Honeycomb Fitted Sheet (Contour)	\$ 4.13	75			\$ 0.80	
Flat Sheet	\$ 5.62	120			\$ 0.80	
Draw Sheet	\$ 2.72	100			\$ 0.80	
Bariatric Sheet	\$ 7.51	120			\$ 0.80	
Pillow Case	\$ 1.25	120			\$ 0.80	
Thermal Blanket	\$ 7.06	85			\$ 0.80	
Adult Bib Terry Cloth	\$ 1.79	100			\$ 0.80	
Adult Bib Premium	\$ 4.15	150			\$ 0.80	
Tablecloth, Polyester, 62" Square	\$ 5.50	100			\$ 0.80	
Napkin, Polyester	\$ -				\$ -	
Micro Fiber Dust Mop, 48"	\$ 15.13	250			\$ 0.80	
Microfiber Green Dust Mop, 20"	\$ 3.15	250			\$ 0.80	
Microfiber Blue Wet Mop, 20"	\$ 2.05	250			\$ 0.80	
Large Microfiber String Wet Mop	\$ 9.82	100			\$ 0.80	
Small Microfiber String Wet Mop	\$ 8.19	100			\$ 0.80	
Large Cotton String Wet Mop	\$ 7.21	80			\$ 0.80	
Small Cotton String Wet Mop	\$ 6.07	80			\$ 0.80	

Personal Clothing

EcoBrite prefers to manage resident personal laundry on an individual basis. This reduces labor for the customer and utilizing our RFID technology, we can track the bags in and out. We know when the items arrived and when they are due back.

Each resident is issued at no cost to customer an appropriate number of RFID chipped laundry bags. Each bag is numbered and the resident name is labeled by the customer. An active roster is created and when new residents arrive there are ample bags ready to be assigned to them.

Garments are washed in individual mesh bags, one per resident along with other individual mesh bags. Each residents clothing is then dried individually with bag always in the load with the laundry. Clothing removed from dryer is hung and undergarment are folded and placed in the bag. The bag is tied to the hung items and placed on rolling racks for delivery to customer. The customer laundry personnel have a very easy time distributing the clothing to each resident.

EcoBrite's Optimization Team is responsible for the returning of dentures, phones, wallets etc. Items not marked are also assigned to the Optimization Team to find their owner. Links to photos sorted by type are sent out on a regular basis. We also respond to requests for missing items and have a very high success rate. Overall our clients currently experience a 99.8% of lost garments and personal belongings.

This very effective and unique service along with hangers, carts and personal bags are included in the per clean pound price of **\$0.75** per pound. Customer Owned goods that can be laundered in a regular process are also priced at **\$0.75** per clean pound.

As an optional service at customer facility we will load and unload linen shelves and deliver personal laundry to resident rooms, up to a maximum of 25 hours per week for \$32,500.00 annually.

Alternate Option Two Pricing (Guaranteed Flat Rate)

All services included in Option One, including personal laundry service and linen losses. Additionally, we will load and unload linen shelves and deliver personal laundry to resident rooms, up to a maximum of 35 hours per week. Soil and personal garment bags also included. **\$430,000.00 annually with CPI price increases annually.** Invoiced weekly in equal 52 amounts annually.

**EXHIBIT C: Clarification to Proposal Submitted by EcoBrite Linen**

**Census Adjustments** – On a quarterly basis a review of the prior quarter's average of River Bluff's census will be reviewed. EcoBrite's proposed cost is based on the original census number given of 210. Ecobrite is offering two options to River Bluff regarding census change:

- a) **Option One** - EcoBrite is offering to cap annual expenditures of River Bluff at \$430,000.00 for the services Ecobrite provides. On a quarterly basis this cap will increase or decrease based the census average of each annual quarter. Since this is an annual cap, updates will be reported quarterly so that each party is aware of any change to the annual cap guarantee. If for example there is a quarter where there is a 25% decrease in census resulting in an annual average census decrease of 10% the annual cap will be reduced by 10%. Since the cap is annualized and this option is usage based, actual billing will not be effected until the final quarter's adjustment is made and if the final cap adjustment is reached.
- b) **Option Two** – EcoBrite is offering a flat rate cost regardless of usage or losses incurred by River Bluff. The proposed amount is \$430,000.00 annually. This amount includes all services, product, 35 hours of weekly staffing and linen and garment losses. On a quarterly basis, EcoBrite also proposes to adjust each quarter's monthly flat rate billing amount to the prior quarter's census change if one occurs. For example if there is a 10% census loss in the second quarter of 2018 (April, May, June) the monthly flat rate billing amount will be reduced accordingly by 10% over each of 2018's Q3 three months (July, August, September). This methodology will be applied for each quarter and the 1<sup>st</sup> of the following year (4<sup>th</sup> quarterly adjustment).

**Option Changes-** River Bluff may change options after year one from Option Two to Option One at its discretion. However after moving to Option One Ecobrite reserves the right to decline a change back to Option Two in the following service years.

**EcoBrite Provided Staffing** – On the EcoBrite submitted proposal the maximum weekly hour allowance of the EcoBrite provided staffing is 25. These EcoBrite employees will work on site at River Bluff and will stock and manage its linen and garment program. After further review EcoBrite will offer up to five hours daily, seven days a week with a maximum number of hours of 35 weekly.

**EXHIBIT D: River Bluff Selection of Option Two**

River Bluff has elected to move forward with Option Two of EcoBrite Linen's proposal.

This option is the flat rate option where all costs associated with EcoBrite's services. As clarified in Exhibit C this includes, linen supplied, staffing, and losses.

Also as clarified in Exhibit be the cost is \$430,000.00 annually with quarterly adjustments for decreases or increases in prior quarter's average census.

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

Sponsored by: Gary Jury

Submitted by: Operations & Administrative Committee

2017 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH NORTHERN ILLINOIS  
HEALTH PLAN (NIHP) FOR THIRD PARTY ADMINISTRATOR BENEFITS ADMINISTRATION FOR A SELF-  
INSURED HMO AND PPO INSURANCE PLAN**

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**WHEREAS**, the County of Winnebago, Illinois, offers to its employees the option of participating in a self-funded Health Maintenance Organization (HMO) or a Preferred Provider Organization plan (PPO); and

**WHEREAS**, the County of Winnebago has offered the HMO and PPO plans administered by NIHP to employees during 2017; and

**WHEREAS**, the County's Benefit Consultant recommends continuation of the HMO and PPO plans administered by NIHP; and

**WHEREAS**, NIHP has proposed the following rates to Winnebago County for the administration of the HMO and PPO plans in 2018:

\$14.50 per employee per month for Claims Processing

\$19.50 per employee per month for Cigna network

TOTAL: \$34.00 per employee per month

*This is a 1.3% increase from 2017 rates.*

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with NIHP for the administration of the HMO and PPO plans for the year January 1, 2018 through December 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with NIHP, 77 W. Lincoln Blvd., Suite 402, Freeport, IL 61032 for administration of the HMO and PPO plans.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare

and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, and the County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

\_\_\_\_\_  
**FRANK HANEY**

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

ATTESTED BY:

\_\_\_\_\_  
**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

October 17, 2017

RE: Winnebago County  
Renewal January 1, 2018

NIHP wants to thank both Winnebago County and Gallagher Williams-Manny for the opportunity to provide administration services for Winnebago County. We look forward to continuing to build our partnership by providing specialized services that fulfill your expectations.

I am pleased to present the administrative services renewal for Winnebago County effective January 1, 2018.

<b>ASO Fee</b>	<b>2016 &amp; 2017</b>	<b>Effective 1/1/18</b>
<b>Current NIHP Services:</b>		
Medical Claims Administration (PEPM)	\$14.50	\$14.50
Pharmacy Interface Fee (PEPM)	\$1.50	\$1.50
Flexible Spending: Medical (including Debit Card)	\$5.95	\$5.95
Flexible Spending: Dependent Care	\$3.95	\$3.95
Flexible Spending: Annual Fee	\$350	\$350
Wrap Networks (Out-of-Network Discounts)	25% of savings	25% of savings
HIPAA Certificate Administration (per certificate)	\$5.00	\$5.00
COBRA Administration (per occurrence):		
Initial Notification	\$5.00	\$5.00
Member Termination	\$25.00	\$25.00
Member Enrollment	\$35.00	\$35.00
ID Cards (per card)	\$1.50	\$1.50
NIHP Care Management (PEPM & includes Utilization review and case management – NO Additional hourly charge for case management)	\$3.90	\$3.90
Dental Claims Administration (PEPM)	\$2.50	\$2.50
Life Insurance Billing Administration (PPPM)	\$.25	\$.25
Stop Loss Administration (PEPM)	\$.50	\$.50
Retiree Admin Fee (PEPM)	\$5.75	\$5.75
<b>Additional Services available from NIHP:</b>		
MDLive (Telemedicine) PEPM		\$4.00
Summary Plan Description (per document)		\$1,500
<b>Services from other vendors:</b>		
Cigna PPO (PEPM)	\$19.25	\$19.50
ECOH 3 PPO (PEPM)	\$6.50	\$6.50
The Alliance PPO (PEPM)	\$1.00 + retainage	\$1.00 + retainage
PHCS PPO (out of area employees)	\$5.50	\$5.50
Wrap Discounts	25% of savings	25% of savings
Humana Dental PPO (PEPM)	\$1.75	\$1.75
NovaNet Dental Wrap	30% of savings	30% of savings

*Additional Information:*

- *NIHP would accept the proposed rate guarantee for June 1, 2016 through December 31, 2018 of the current proposed fees. For calendar years 2019 and 2020, a 2% increase respectively will apply each year for admin fees. If the County commits to this long term contract, NIHP would be willing to eliminate the implementation fee of \$3,000. This rate guarantee will exclude the increase on dental claims administration that was previously agreed upon for 1/1/2017. NIHP would require the \$3,000 implementation fee to be paid if the County terminates any portion of their contract with NIHP prior to 12/31/2020.*
- *NIHP cannot guarantee fees from outside vendors.*
- *Performance Guarantees are available upon request*

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

Sponsored by: Gary Jury

Submitted by: Operations & Administrative Committee

2017 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AMWINS GROUP BENEFITS FOR  
THE ADMINISTRATION OF A MEDICARE SUPPLEMENT INSURANCE PLAN OFFERED TO THE OVER 65  
RETIREES**

---

**WHEREAS**, the County of Winnebago, Illinois, offers a fully-insured Medicare supplement insurance plan to retirees; and

**WHEREAS**, the County of Winnebago has offered a fully-insured Medicare supplement insurance plan to the retirees through AmWINS during 2017; and

**WHEREAS**, the County's Benefit Consultant recommends continuation of the Medicare supplement prescription plan through AmWINS Group Benefits; and

**WHEREAS**, AmWINS Group Benefits has proposed the following rates to Winnebago County for the Medicare supplement insurance plan in 2018:

**\$243.00 per retiree per month**

*This is a 0% increase from 2017 rates.*

*Retirees that elect this plan pay the full cost of the plan and fees.*

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with AmWINS Group Benefits for the Medicare supplement insurance plan for retirees for the year January 1, 2018 through December 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with AmWINS Group Benefits, 10 S. LaSalle Street, Suite 3200, Chicago, IL 60603 for the Medicare pharmacy supplement plan for Winnebago County retirees.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, and the County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLosi

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ELI NICOLosi

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DOROTHY REDD

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DOROTHY REDD

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

---

**FRANK HANEY**

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

ATTESTED BY:

---

**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Sponsored by: Gary Jury

Submitted by: Operations & Administrative Committee

2017 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AMWINS GROUP BENEFITS FOR  
PHARMACEUTICAL SERVICES FOR MEDICARE SUPPLEMENT OVER 65 RETIREES**

---

**WHEREAS**, the County of Winnebago, Illinois, offers a fully-insured Medicare pharmacy supplement insurance plan to retirees; and

**WHEREAS**, the County of Winnebago has offered a fully-insured Medicare pharmacy supplement insurance plan to the retirees through AmWINS during 2017; and

**WHEREAS**, the County's Benefit Consultant recommends continuation of the Medicare supplement prescription plan through AmWINS Group Benefits; and

**WHEREAS**, AmWINS Group Benefits has proposed the following rates to Winnebago County for the Medicare pharmacy supplement insurance plan in 2018:

**\$196.00 per retiree per month**

*This is a 7.10% increase from 2017 rates.*

*Retirees that elect this plan pay the full cost of the plan and fees.*

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with AmWINS Group Benefits for the Medicare pharmacy supplement insurance plan for retirees for the year January 1, 2018 through December 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with AmWINS Group Benefits, 10 S. LaSalle Street, Suite 3200, Chicago, IL 60603 for the Medicare pharmacy supplement plan for Winnebago County retirees.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, and the County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

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DOROTHY REDD

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DOROTHY REDD

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

\_\_\_\_\_  
**FRANK HANEY**

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

ATTESTED BY:

\_\_\_\_\_  
**MARGIE M. MULLINS**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# Winnebago County

## 2018 Renewal Report



**Prepared By:**

**Justin Goodwin**

*Vice President, AmWINS Group Benefits*

S. LaSalle St. Ste 1400

Chicago, IL 60603

**T** 312-601-9396

**F** 312.454.7701

*Justin.Goodwin@amwins.com*

*www.amwins.com*

# Winnebago County 2018 Retiree Medical & Rx Plan Renewal

## Table of Contents:

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Retiree Program Plan Designs .....	4
Group Retiree Program Renewal Acceptance 2018.....	5

# Winnebago County

## 2018 Retiree Medical & Rx Plan Renewal

### Renewal Summary

We are pleased to provide the 2018 Group Retiree Medical Program Renewal for Winnebago County. Other than the annual Medicare deductible and co-insurance adjustments for Parts A, B, and D, the plan designs will remain unchanged for 2018.

As always, AmWINS Group Benefits will continue to provide our extensive administrative services including:

- Eligibility Management
- Annual and Monthly Enrollments
- Retiree Communications
- Customer Service
- Program Administration
- Billing and Collection of Premiums
- Retiree Specialty Contact Center
- Ongoing Retiree Advocacy and Support

#### Medical Plan

**Underwritten by** Transamerica Premier Life Insurance Company  
Effective January 1, 2018 – December 31, 2018

	2017	2018	% Increase	# of Lives
Medical Plan	\$243.00	\$243.00	0.00%	43

#### Prescription Drug Plans

**Underwritten by** Transamerica Life Insurance Company, Cedar Rapids, IA (partnered with MedGenerationRx, a subsidiary of MedImpact Healthcare Systems, Inc.)  
Effective January 1, 2018 – December 31, 2018

	2017	2018	% Increase	# of Lives
Part D Drug Plan	\$183.00	\$196.00	7.10%	43

#### Combined Medical Plan with Prescription Drug Plans

	2017	2018	% Increase	# of Lives
Medical with RX	\$426.00	\$439.00	3.05%	43

*Amounts are inclusive of all services performed by AmWINS Group Benefits, insurance premiums and non-insurance costs. Administration services are provided by AmWINS Group Benefits, Inc., a division of AmWINS Group, Inc.*

### Retiree Program Plan Designs

# Winnebago County

## 2018 Retiree Medical & Rx Plan Renewal

### Medical Plan – 2018 Renewal

**Underwritten by** Transamerica Premier Life Insurance Company

<b>Deductible *</b>	\$0.00
<b>Coinsurance</b>	0.00%
<b>Total OOP Max **</b>	\$0.00
<b>Office Visit Copay</b>	\$0.00
<b>ER Visit Copay</b>	\$0.00
<b>Lifetime Benefit Max</b>	Unlimited

\* Part B Deductible (2017: \$183.00)

\*\* Includes Calendar Year Deductible

### Prescription Drug Plan – 2018 Renewal

**Underwritten by** Transamerica Life Insurance Company, Cedar Rapids, IA (partnered with MedGenerationRx, a subsidiary of MedImpact Healthcare Systems, Inc.)

<b>2018</b>	<b>(30 Day Retail)**</b>
<b>Calendar Year Deductible:</b>	\$0
<b>Tier 1: Preferred Generic</b>	\$10
<b>Tier 2: Generic</b>	\$10
<b>Tier 3: Preferred Brand</b>	\$30
<b>Tier 4: Brand</b>	\$60
<b>Tier 5: Specialty</b>	33%
<b>Coverage in the Gap*</b>	Same copay schedule as above
<b>OOP over \$5,000</b>	Greater of 5% of the cost of the drug or co-pay of \$3.35 for Generics for \$8.35 for Brands

\*\*One month (30 day) supply at an in-network preferred pharmacy; three month (90 day) supply at an in-network preferred pharmacy is three times the 30 day copay and mail order is two times the 30 day copay.

\*After your total yearly drug costs reach \$3,750, you will pay the same co-payment schedule as noted above. The co-payments shown already include the manufacturer discounts on brand name drugs provided by the Medicare Coverage Gap Discount Program.

### Group Retiree Program Renewal Acceptance 2018

## Winnebago County 2018 Retiree Medical & Rx Plan Renewal

Please review and confirm the 2018 subsidy and billing summary. Please return the signed electronic copy to **Erin.Ferguson@amwins.com**

### Subsidy Summary:

2017 Subsidy	2018 Subsidy (please provide)
N/A	

### Billing Modes:

2017 Billing Modes	2018 Billing Modes (please provide)
List Bill	

**Please be advised, we have reviewed the proposed plans, rates, subsidy levels, billing modes and communications. We authorize AmWINS to mail renewal communications to our retirees, advising them of the 2018 changes.**

### **Please check box to approve**

☐ This attests to the fact that all new retirees and/or spouses enrolling in the Group Sponsored Medicare Part D plan for the 2018 coverage year were previously covered under our employer-sponsored group medical and prescription drug plan for active employees. This also attests to the fact that the aforementioned prescription drug coverage was deemed creditable, or equal to or as good as Medicare Part D coverage. This attestation applies to all eligible employees and/or spouses who enroll in the plan throughout the above referenced coverage year and confirms that creditable coverage has been in place for our retirees since at least 1/1/2006.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SPONSORED BY: GARY JURY

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

SUBMITTED BY: OPERATIONS COMMITTEE

2017CR\_\_\_\_\_

RESOLUTION AUTHORIZING THE CHAIRMAN OF  
THE COUNTY BOARD TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT FOR INFORMATION  
TECHNOLOGY SUPPORT SERVICES

WHEREAS, Winnebago County, through its Department of Information Technology (WinCo DoIT), offers to provide information technology services to governmental units in the County of Winnebago; and

WHEREAS, the Rockford Housing Authority (RHA) desires to utilize the aforementioned services offered by WinCo DoIT; and

WHEREAS, the parties are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into a cooperative agreement for the provision of such services by WinCo DoIT, and the parties desire to enter into such an agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement for Information Technology Support Services, in substantially the same form as the Agreement set forth in Exhibit A.

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

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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ELI NICOLosi

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ELI NICOLosi

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KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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

Attested by:

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

\_\_\_\_\_  
Margie M. Mullins  
Clerk of the County Board  
of the County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT FOR INFORMATION TECHNOLOGY  
SUPPORT SERVICES  
BETWEEN  
THE COUNTY OF WINNEBAGO AND  
THE ROCKFORD HOUSING AUTHORITY**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Winnebago (the “County”), a body politic and corporate, and the Rockford Housing Authority, (the “RHA”), a Municipal Corporation organized pursuant to 310 ILCS 10/1 (collectively “the Parties”).

WHEREAS, the RHA issued a Request for Proposals for Information Technology Services, RFP No. P 17-003; and

WHEREAS, the County submitted a response to RFP No. P 17-003; and

WHEREAS, on October 12, 2017, the RHA Board of Commissioners approved the response of the County as the successful bidder to RFP No. 17-003; and

WHEREAS, the RHA Procurement Policy allows for the entry of an Intergovernmental Agreement; and

WHEREAS, the RHA desires to enter into an Intergovernmental Agreement with the County as the successful bidder to RFP No. 17-003.

NOW THEREFORE, in consideration of the terms, conditions, covenants and mutual agreements contained herein, or attached hereto and incorporated herein by reference, the Parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to set forth the Parties’ understanding with respect to the provision of Information Technology and Network services to the RHA. A copy of RFP No. 17-003 is incorporated as part of this Agreement as Exhibit A. These Information Technology and Network services shall be provided to the RHA by the County through its Department of Information Technology (“WinCo DoIT”).

**II. WINNEBAGO COUNTY RESPONSIBILITIES:**

The County, through WinCo DoIT, shall provide general Information Technology Support services to the RHA, as specified in response to RHA RFP No. P17-003-Rebid Information Technology Services, EXHIBIT C, attached hereto and incorporated herein by reference.

### III. RHA RESPONSIBILITIES:

The RHA shall authorize Larry Williams, CEO of the RHA or his designee, to provide WinCo DoIT with direction as to the services required under this Agreement.

### IV. COMPENSATION:

1. The County, through WinCo DoIT, shall provide Information Technology Services as specified in EXHIBIT B as follows:
  - a. Price Item #1, covering sections 2.1.1.1 through 2.1.1.8 of EXHIBIT B; Network Infrastructure Repair and Standardization. RHA will pay The County a one-time fee for specific services of \$40,000.
  - b. Price Item #2, covering sections 2.2.1.1 through 2.2.1.21 of EXHIBIT B; Managed IT Services provided at a fixed monthly rate of \$10,000
  - c. Price Item #3, covering any and all services not listed in EXHIBIT B; Hourly labor at the rate of \$69.00 per hour plus approved materials and travel expenses, when appropriate.
2. The County shall bill the RHA monthly with invoices setting forth the activities performed, hours worked, approved material costs, and any approved travel expenses. The RHA shall pay these invoices according to the Illinois Local Government Prompt Payment Act.
3. This agreement is solely for Information Technology support services. It does not include hardware or software procurement. RHA is solely responsible for all hardware and software costs.

### V. TERM

1. The term of this Agreement shall begin on December 1, 2017, and end on November 30, 2018. This Agreement may be extended for up to four (4) additional one (1) year terms by written agreement of the parties for a maximum total of five (5) years.
2. Either party may terminate this Agreement at any time and for any reason upon giving thirty (30) days written notice of termination to the other party. Notice of the termination specifying the effective date of the termination must be given as set forth in Article VII of this Agreement. Upon receipt of this termination notice, the County shall discontinue all services upon the effective date of the termination notice and the RHA shall be liable only for payment for services rendered up to the effective date of the termination.

### VI. CONTACT PERSONS

For purposes of administering this Agreement, the County representative is the County Administrator or designee and the RHA representative is the Chief Executive Officer or designee.

## VII. NOTICES

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to Winnebago County shall be sent to the following address:

Carla Paschal, County Administrator  
Winnebago County  
404 Elm Street  
Suite 533  
Rockford, IL 61101

Notices to the RHA shall be sent to the following address:

Larry Williams, CEO  
Rockford Housing Authority  
223 S. Winnebago Street  
Rockford, IL 61102

All Notices shall be sent at a minimum by First Class Mail, postage prepaid.

## VIII. WAIVERS; LIMITS OF LIABILITY

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the RHA and the County as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the County and the RHA shall not operate or be construed as a way of limiting any rights, claims or actions one may have against the other. In no event shall the County be liable to the RHA for any indirect, special, exemplary, incidental or consequential damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. The County's liability for direct damages for services shall in no event exceed the amount actually paid by the RHA for the services provided.

## IX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

## X. HEADINGS

The headings of the sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XI. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

The Agreement constitutes the entire Agreement between the parties and supersedes all prior communications and writings with respect to the content of this Agreement. This Agreement cannot be modified or amended except by mutual written agreement of the parties. If any term or provision of this Agreement is rendered invalid or unenforceable for any reason, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

XII. AUTHORITY

The County and the RHA each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and the RHA hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
Margie Mullins, Clerk of the County  
Board of the County of Winnebago,  
Illinois

\_\_\_\_\_  
Frank Haney, Chairman of the County Board  
of the County of Winnebago, IL

[SEAL]

ROCKFORD HOUSING AUTHORITY

\_\_\_\_\_  
Larry Williams, Chief Executive Officer

ATTEST:

BY:

# EXHIBIT A

## REQUEST FOR PROPOSALS (RFP) No. P17-003 Information Technology Services

2.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide the following detailed services listed herein:

2.1 **General Duties and Responsibilities.** (1) In general, the successful proposer(s) (a/k/a herein as the "Contractor") will perform all **Network Infrastructure Repair and Standardization** services as outlined herein, including, but not limited to:

2.1.1 **Specific Services.** The Contractor will ensure that the following duties are addressed and completed:

2.1.1.1 Perform a network design analysis - Review the current network design and develop formal recommendations for the remediation of findings based on the items below. Include costs for the remediation of these findings in the report.

2.1.1.2 VLAN deployment - Develop a VLAN model that would allow for the logical segregation of different types of network traffic. This would include the separation of Management, VOIP, Data, Security Systems, and Camera traffic. Review VLAN IP subnet masks and make recommendations for sizing based on the number of devices required.

2.1.1.3 Wireless assessment - Wireless coverage has been established throughout the RHA residential buildings. Develop a security model for these wireless access points that provides for the security of a wireless lock system and propagates the VLANs through SSIDs shown above.

2.1.1.4 Hardware assessment of network electronics - Review current models and versions of switches, routers, and firewalls to determine if they are adequate to support RHA network needs. Recommend replacement hardware when the current model has been designated end-of-life by the manufacturer. Recommend replacement hardware if capacity is exceeded by upgraded network bandwidth as shown in Attachment I. Recommend upgrades that allow for high availability and increase network uptime.

2.1.1.5 Network electronics security assessment - Review security of devices and make recommendations for improving secure access to management consoles. Review current network monitoring protocols and provide recommendations for secure monitoring solutions.

2.1.1.6 Hardware assessment of server inventory - Review current models of network servers currently hosting internal applications for RHA. Recommend replacement hardware when the current model has been designated end-of-life by the manufacturer. Recommend replacement hardware or upgrades as needed for

servers at maximum disk or CPU capacity. Review server high-availability requirements and make recommendations for increasing server uptime.

2.1.1.7 Active Directory assessment - Review current RHA Active Directory deployment for best practices on management and security. Evaluate administration roles and delegation of rights along with password strength and Group Policy standardization. Review user list and make recommendations for account cleanup based on age and access requirements.

2.1.1.8 Firewall assessment - Review current firewall rules and provide recommendations for increasing security of outbound Internet access as well as hosted services. Review remote access VPN user lists and provide recommendations for the removal of users that have not been active.

2.2 **General Duties and Responsibilities.** (2) In general, the successful proposer(s) (a/k/a herein as the "Contractor") will perform all **IT Managed Services** as outlined herein, including, but not limited to:

2.2.1 Specific Services. The Contractor will ensure that the following duties are addressed and completed:

2.2.1.1 Remote backup - Executing a nightly backup plan for the critical servers, including a regularly-tested recovery process.

2.2.1.2 Technology strategy planning - Working with current RHA staff to develop a long term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.

2.2.1.3 Solution design - Solution packages (e.g., hardware, software, licensing) and associated consolidation of data.

2.2.1.4 Network and email system monitoring - 24/7 monitoring of the RHA network and email services with proactive communication and escalation protocols based on the severity of any unscheduled outages.

2.2.1.5 Procurement management - Selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.

2.2.1.6 Move, Add, Change (MAC) - Changes to the location or configuration of existing equipment or software, and installation of additional equipment or software. (see 10.0 Attachment I)

- 2.2.1.7 Warranty, break fixes and installation - Planned and on-call services, including emergency response to server issues.
- 2.2.1.8 Technical support - Ability to support RHA's inquiries as required, via help desk, including support for remote users.
- 2.2.1.9 Reporting and communication - Ensuring monthly reporting on all purchases, assets, current activities and issues, and project status reports.
- 2.2.1.10 Unit evaluation and testing - Formal evaluation of new hardware
- 2.2.1.11 Implementation planning and guidance - Assistance in deployment planning and execution.
- 2.2.1.12 Image development and management services - Assistance in planning and designing standard images.
- 2.2.1.13 Image loading - Prior to delivery and installation.
- 2.2.1.14 Configuration - Full assembly of hardware and software, including testing and burn-in.
- 2.2.1.15 PC deployment - Delivery and setup of machines on-site.
- 2.2.1.16 On-site implementation of business applications - Installation of non-image software.
- 2.2.1.17 Asset inventory management - Tagging, tracking, and management of warehousing and inventory.
- 2.2.1.18 Life cycle management of hardware units - Process for end-of-life notification, replacement, and asset decommissioning/disposal.
- 2.2.1.19 Software licensing control - Oversight of automatic renewal of software applications and maintenance of appropriate documentation
- 2.2.1.20 Warehousing - Maintain an inventory of standard stock units on behalf of RHA.
- 2.2.1.21 Cloud-based helpdesk software - Provide a cloud-based customer incident reporting and monitoring system with SMTP or API integration capabilities.

- 2.3 **Contact Person/Complaints.** It is the Agency's expectation that problems with the Contractor's service will be minimal. However, as situations arise, prior to the execution of a contract, a contact person for the Contractor shall be identified (in

fact, the name of the individual shall be submitted within the proposer's proposal). This person will be responsible for problem solving.

**2.3.1 The Contract between the Agency and the Successful Proposer.**

**2.3.2 Changes in Contract.**

**2.3.2.1 Contract Revisions.** No revisions to the contract will be allowed without the written approval by the Agency Contract Administrator.

**2.3.2.2 Contract Payments.** The Contractor shall invoice the RHA monthly in a format approved by the RHA. Said invoices shall be paid within 30 days of receipt by the RHA and are subject to correction and revisions as required.

**2.3.3 Changes in Service.** The Agency reserves the right to, at any time during the ensuing contract periods, add, reduce, allocate, or re-allocate units and vacant land to a portfolio and region as properties are acquired, land is developed, or on an as-needed basis.

**2.3.4 Potential Additional Competitive Awards.** The Agency reserves the right to, at any time during the ensuing contract period, and without penalty award additional contract(s) to any other firm(s) that have submitted proposal during the original RFP process if in the opinion of the CEO, it is in the best interests of the Agency to do so.

**2.4 Previous/Current Contractor(s).** The Agency's current contractor for these services is Advanced Technology Services Inc. (ATS).

**3.0 PROPOSAL FORMAT.**

**3.1 Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Agency will, as detailed within the following Section 4.0, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (10-tab) (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirements the Agency has published herein or has issued by addendum.

Proposer  ResponseMon. Oct 02, 2017  
10:48 AM CDT[Archive this Proposal](#)**Submission OK, control# F7402F42C2A9E8E98FD6BFE9AF06**You may [print](#) this Proposal (recommend "landscape" mode).**Confirmed On 08/31/2017 11:56 AM CDT****Revised On 08/31/2017 11:58 AM CDT****Agency** Rockford Housing Authority  
223 S Winnebago Street  
Rockford, IL 61102**Request #** [17-003-Rebid](#)**Buyer Name** Linda Dorsey-Tillman  
([ldorseytillman@rockfordha.org](mailto:ldorseytillman@rockfordha.org))**Buyer Phone #** 815-489-8574**Main Service Category** Computer Services**RFP Title** Information Technology Services**Due Date** 08/31/2017**Contract (Award) Option:** Firm Fixed Price Contract  
(As detailed within [Section 10.1.C.1](#) of  
[HUD Procurement Handbook No. 7460.8 REV 2](#))**Winnebago County Department of Information Technology**

Gus Gentner

404 Elm Street, Suite 506

Rockford, IL 61101

**Phone Number:** 815-319-4305**Fax:** 815-319-4301**Email:** [gus@wincoil.us](mailto:gus@wincoil.us)

---

**Items to include online****The Agency did not require any additional information to be included online.**

---

**Attachments included online****The Agency did not require any attachments to be included online.**

## Cost Proposal

**The following proposed cost must include sales and other applicable taxes into the line item price. All costs proposed are F.O.B. agency dock.**

Item#	Qty	U/M	Agency Stock Code	Unit Price	Extended Price
1	1	Dollar(s)			
<b>Specification:</b> Price Item No.1 - Network Infrastructure Repair and Standardization. Firm-fixed fee proposed will be the one-time total fee to provide the "General Duties and responsibilities" and "Specific Services" defined within Section 2.1 , or equal.					
				\$40,000.00	\$40,000.00
2	1	Dollar(s)			
<b>Specification:</b> Pricing Item No. 2 - Firm fixed monthly fee to provide the IT Managed Services detailed in Section 2.2 , or equal.					
				\$10,000.00	\$10,000.00
3	1	Dollar(s)			
<b>Specification:</b> Pricing Item No.3 - Firm-fixed hourly rate for Technician/Support Services to provide additional Technology Support Services not already provided for within pricing items No.1 and No.2 Enter as a dollar amount for the hourly rate , or equal.					
				\$69.00	\$69.00
<b>Grand Total:</b>				\$50,069.00	

Contact

Customer Support: 1-866-526-9266

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# EXHIBIT C

## Proposed Services

### RPF No. P17-003-Rebid Information Technology Services Response to Section 2.1

#### 2.1.1.1 - Perform a network design analysis.

- During the latter part of 2016 and early 2017 Winnebago County Department of Information Technology (WinCo DoIT) performed a network design analysis and plan for RHA.
- If awarded the business, WinCo DoIT shall update this design, review with management and proceed with implementation.
- The plan includes a hardware assessment of all network electronics.
- This network and design analysis revealed the need to procure certain network devices.

#### 2.1.1.2 - VLAN deployment.

- WinCo DoIT planned and implemented the Vlan's for connecting Park Terrace, North Main Manor and Olsen Plaza wireless links.
- In the global plan, we prepared for 2.1.1.1 we have separated out data, voice and video, private, public, management, security system and location VLANs. (See RHA Metropolitan Area Network (MAN) draft map)
- Planning will include for connecting any device (Internet of Things (IOT)).

#### 2.1.1.3 - Wireless assessment.

- WinCo DoIT shall implement approved private and public wireless networks.
- WinCo DoIT will ensure authorized users seamlessly move from wireless access points inter / intra facility.
- As an example, RHA and RHAPUB may be the wireless names broadcasted at all facilities and users accessing the private network are authenticated. Public users will experience an "RHA Splash Page" describing acceptable use with an acknowledgement requirement.
- Advised at bid discussion that wireless lock system is no longer a consideration.

#### 2.1.1.4 - Hardware assessment of network electronics.

- WinCo DoIT will propose an "RHA Information Technology Standards" document.
- WinCo DoIT will recommend RHA to embrace the "five 9s" whereas as all network components are available 99.999% of the time based on 24/7/365 – high availability.
- Network articles not worthy of supporting RHA goals should be considered obsolete.
- The monitoring server; OpManager, will allow us to track network equipment for the purposes of identifying interruptions in service and call to action – supports high availability.

#### 2.1.1.5 - Network electronics security assessments.

- WinCo DoIT shall evaluate holistically the RHA cyber security situation and make recommendations accordingly.
- Updates, upgrades, additions or replacement of firewalls may be necessary.

- Zero-Day-Threat protection devices, such as FireEye, may be necessary for network perimeter protection and threat containment.
- Currently (August 2017), RHA has made a decision to update Symantec End Point Protection and this helps immensely at the PC and Server level for threat identification and amelioration. The current technology support vendor is deploying.

#### 2.1.1.6 - Hardware assessments of server inventory.

- WinCo DoIT shall prepare a complete hardware inventory.
- WinCo DoIT recommends LanSweeper for thorough tracking of devices on the RHA network.

#### 2.1.1.7 - Active Directory assessments.

- Analysis will produce roles and permissions recommendations for management.
- Additionally daily reports on employee status change will be needed from RHA to perform timely management of Active Directory.

#### 2.1.1.8 - Firewall assessments.

- WinCo DoIT shall perform a detailed firewall assessment that will include IOS currency, rules testing, rules validity and other testing.
- Redundant firewalls or additional strategically located firewalls could be required.
- Virtual Private Network (VPN) assessments will be complete and tunnels or individuals no longer in need of this capability will be deleted.

## RPF No. P17-003-Rebid Information Technology Services Response to Section 2.2

### 2.2.1.1 – Remote Backup.

- The RHA technology business mix has changed over the years. Less data will be stored locally.
- Data stored in cloud-based applications (such as Yardi) must be assessed for compliance with any local or federal guidelines and / or retention policies.
- Data stored locally shall be backed up to cloud backup hosting services, such as Crash Plan, avoiding any intermediate equipment on site. Compliance with federal guidelines and / or retention policies shall be ensured.

### 2.2.1.2 – Technology Strategy Planning.

- We must always remember the mission of the RHA in guiding our technology strategic planning.
- If allowed by RHA management, WinCo DoIT will introduce the ideas of Plan, Lead, Organize and Control (PLOC) along with continuous process improvement to the planning process.
- Planning for the Internet of Things (IOT), wider bandwidth, next generation cyber threat management devices, mobility, e-business and integration with organizations not normally interfaced with - will be the norm.

### 2.2.1.3 – Solution design.

- Technology solution designs will be consistent with RHA objectives, industry standards and the mission and culture of RHA.
- Technology solution will be vetted by appropriate technologists and RHA personnel.

### 2.2.1.4 – Network and email system monitoring.

- Op Manager was recently installed at RHA (August 2017) and will be used to monitor critical logical and physical devices.
- WinCo DoIT will respond and correct any failed processes or devices and / or coordinate with the vendor responsible.
- Where directed by RHA management, WinCo DoIT will hand off logical or physical failures as appropriate.
- All failures will cause a ticket to be created in the WinCo DoIT DNA online trouble ticket system.

### 2.2.1.5 – Procurement management.

- WinCo DoIT will provide advice and counsel to RHA for technology purchases.
- Local procurement policies will be followed.
- WinCo DoIT will track, receive and deploy technology articles procured.

### 2.2.1.6 – Move, Add, Change (MAC).

- RHA employees may initiate MAC requests by a call to the Help Desk (815.319.4300) or via email ([helpdesk@wincoil.us](mailto:helpdesk@wincoil.us)).

#### 2.2.1.7 – Warranty, break fixes and installation

- All requests will be managed by our Help Desk (815.319.4300).
- WinCo DoIT is available 24/7/365. Call 815.319.4300 and press 1 to reach on-call personnel after normal business hours.
- Equipment warranty fixes or replacements by OEM or resellers will be coordinated by WinCo DoIT.

#### 2.2.1.8 – Technical support.

- Our Help Desk (815.319.4300) will manage all requests.
- WinCo DoIT is available 24/7/365. Call 815.319.4300 and press 1 to reach on-call personnel after normal business hours.
- Remote support may be provided via Go-To-Assist.

#### 2.2.1.9 – Reporting and communication.

- WinCo DoIT provides monthly Ticket, Task and Project reports either electronically or hard copy or both. This update typically arrives the beginning of the second week of each month.
- Purchase and asset updates will be provided in the same manner.

#### 2.2.1.10 – Unit evaluation and testing.

- WinCo DoIT has strong relations to local and national vendors and regularly coordinates unit evaluations and testing.
- All new hardware shall be configured and tested prior to deployment.

#### 2.2.1.11 – Implementation planning and guidance.

- WinCo DoIT shall assist RHA with planning and guidance as requested.

#### 2.2.1.12 – Image development and management services.

- Standard desktop and notebook images shall be created and reviewed with management. If approved, testing and preparation for deployment will take place.

#### 2.2.1.13 – Image loading.

- New desktops and notebooks will receive the approved standard image.

#### 2.2.1.14 – Configuration.

- All new hardware and software will be fully configured, tested and installed.

#### 2.2.1.15 – PC Deployment.

- All PC's will be setup and delivered to the designated final location.

#### 2.2.1.16 – On-site implementation of business applications.

- Non-image business software will be installed on-site as the customer directs.

2.2.1.17 – Asset inventory management.

- Asset inventory management and tracking will be accomplished with Lansweeper. Lansweeper is a network inventory, asset management, deployment and knowledgebase tool.

2.2.1.18 – Life cycle management of hardware units.

- Obsolescence planning documentation will be prepared and updated prior to the new fiscal year planning.
- Obsolescence planning will be updated annually.

2.2.1.19 – Software licensing control.

- It is suggested that Lansweeper is procured and used to ensure software license compliance.
- Quarterly review and reporting is WinCo DoIT's current norm for license compliance reporting.

2.2.1.20 – Warehousing.

- WinCo DoIT has a secure physical location to inventory necessary technology articles for RHA.

2.2.1.21 – Cloud-based helpdesk software.

- Our DNA helpdesk software meets the requirements.

RPF No. P17-003-Rebid Information Technology Services Response to Section 2.3

The contact for this proposal and aftermarket contact is August (Gus) A. Gentner, Chief Information Officer for the County of Winnebago, 404 Elm Street, Rockford Illinois 61101. This is not to say Mr. Gentner is the first line of support. The Winnebago County Department of Information Technology Helpdesk ([helpdesk@wincoil.us](mailto:helpdesk@wincoil.us) and 815.319.4300) are the first line of support. Support is available 24/7/365.

# **PUBLIC WORKS COMMITTEE**

**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
17-CR-**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE KELLEY**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH HEY AND  
ASSOCIATES, INC., TO DESIGN A BIORETENTION BASIN FACILITY  
AT THE INTERSECTION OF WELWORTH AND WENTWORTH AVENUES  
WITHIN THE ROCK RIVER WATERSHED.  
(SECTION NO. 14-00582-00-DR)**

**WHEREAS** a water resource planning consultant, Hey and Associates, Inc. (hereafter, "HEY"), had been chosen to assist with the grant application process for the Winnebago County Watershed Improvement Plan at no cost to Winnebago County (hereafter, the "COUNTY"), but with the understanding that, if a grant application was accepted, HEY would be the first choice for preparing a watershed improvement implementation plan; and

**WHEREAS** a grant application for installation of a bioretention basin facility at the intersection of Welworth and Wentworth Avenues was submitted to the Illinois Environmental Protection Agency (hereafter, the "IEPA") by the COUNTY with the assistance of HEY; and

**WHEREAS** the COUNTY was notified that the IEPA had approved the grant application for the Welworth-Wentworth bioretention basin facility; and

**WHEREAS** the IEPA proposed, and the COUNTY approved (Resolution #17-023 approved at County Board of May 25, 2017), a Financial Assistance Agreement Number 3191714 which authorizes the payment of \$44,770.00 to the COUNTY for the installation of the Welworth-Wentworth bioretention basin facility with a completion date of September 1, 2019; and

**WHEREAS** HEY has submitted a proposal (hereafter, the "HEY AGREEMENT") for performing the design for the Welworth-Wentworth bioretention basin facility for an amount not to exceed \$17,230.00; and

**WHEREAS** it would be in the public interest to enter into the attached HEY AGREEMENT in order to reduce nonpoint source pollution in the Buckbee Creek watershed;

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the COUNTY the attached HEY AGREEMENT substantially in the form as attached hereto.

**BE IT FURTHER RESOLVED** that the HEY AGREEMENT entered into shall not become effective and binding unless and until it is executed by the respective parties.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby directed to prepare and deliver one certified copy of this Resolution to each of the following:  
Winnebago County Treasurer, Auditor, and Engineer.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Margie Mullins, Clerk of the  
County Board of the  
County of Winnebago, Illinois

# ***Hey and Associates, Inc.***

Engineering, Ecology and Landscape Architecture

VOLO, ILLINOIS

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9202

MILWAUKEE, WISCONSIN

October 30, 2017

Mr. Don Krizan, P.E., CFM  
Winnebago County Highway Department  
424 N. Springfield Avenue  
Rockford, Illinois 61101-5097

Proposal No.: 17-0279

Re: Proposal for Welworth/Wentworth Bioretention Basins Design

Dear Mr. Krizan:

As requested, we have prepared a consulting services proposal for the design of two bioretention basins along Welworth and Wentworth Avenues in Rockford, Illinois.

## **SCOPE OF SERVICES**

### **Task 1 – Existing Data Review and Processing**

Hey will review and process available existing conditions data. This includes the survey points provided by Winnebago County, which will be used to generate site contours. This will also include a design utility locate for locations of buried sewer, water, electrical, telephone, cable and gas lines.

### **Task 2 – Preliminary Design**

Hey will prepare a preliminary site plan and estimated construction costs (materials only) for review. This will be based on the site sketch provided by Winnebago County that depicts a plan that makes use of existing culvert crossings at this intersection. Preliminary plan sheets include: Cover, Notes and Quantities, Existing Conditions, SE/SC, Grading and Drainage, Planting Plan, and Typical Sections and Details. Quantities and phasing will be separated for the two bioretention basins. This task will be completed by December 1, 2017.

### **Task 3 – Final Design**

Based on Winnebago County and IEPA review and comments, Hey will update and finalize the engineering plans. Final project quantities will be prepared. Final recommendations on construction timing and any adjustments to proposed plantings based on time of implementation will be made. It is assumed that due to the residential nature of the sites, that Winnebago County will coordinate and arrange for disposal of excavated fill or debris. This task will be completed by February 1, 2018.

### **Task 4 – Preparation of BMP Application Forms**

We will prepare the BMP application forms for the proposed bioretention basins and submit with the preliminary design plans.

We know that you are aware and knowledgeable on the many submittal requirements for an IEPA 319 Grant. In order to provide the best possible cost, this proposal does not include the following services: Preparation and/or submittal of quarterly reports (grant requirement), Preparation and/or submittal of final report (grant requirement), Preparation of O&M Plan (grant requirement), Preparation of Part 2 - Installed BMP Documentation Form (grant requirement) because info/costs on construction necessary, Design of project signage (grant requirement). Should our help be needed, we would be happy to assist with any of these items on a time and materials basis or by separate proposal.

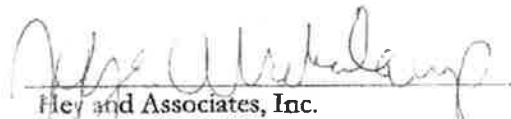
**FEES AND REIMBURSABLE EXPENSES**

The proposed method of payment for the proposed services will be time and materials basis not to exceed \$17,230. Reimbursable expenses and supplies are included in the proposed fees including travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, equipment and supply costs related to the execution of the project. Any mutually agreed supplemental work would be in addition to the above amount or by separate proposal. A summary of the costs by task are shown in the tables below.

Description	Cost
Task 1 - Existing Data Review and Processing	\$2,450
Task 2 - Preliminary Design	\$8,950
Task 3 - Final Design	\$4,550
Task 4 - Preparation of IEPA BMP Application Form	\$1,280
Total	\$17,230

We understand that there is a chance that the eastern bioretention basin will ultimately not be included in this project. The fees could be reduced by 15% if the eastern basin was removed from the project. This area could be removed from further consideration at any time, with cost adjustments being made to remaining/unstarted tasks.

Our standard terms and conditions are attached. If this agreement is acceptable, please sign below and return two copies of the proposal to us. Should you have any questions, please contact Jeff Wickenkamp.

  
Hej and Associates, Inc.

  
Attest

11/01/17  
Date

Winnebago County

Attest

Date

17-0429

**EXHIBIT A – ATTACHMENT**  
**STANDARD TERMS AND CONDITIONS**  
**Hey and Associates, Inc.**

**COMPENSATION**

**Hourly Billing Rate**

**BILLING**

**Principal**

\$195

**Engineering**

Senior Civil Engineer

\$160

Civil Engineer I to V

\$95-135

Engineering Designer

\$145

Water Resources Specialist I to IV

\$85-100

Engineering Technician I to II

\$85-100

**Ecological Services**

**Wetlands and Ecology**

Senior Project Scientist

\$150

Environmental Services Manager

\$130

Senior Water Resources Planner

\$95

Environmental Scientist I to III

\$80-100

**Native Landscape Restoration**

Ecological Restoration Manager

\$115

Environmental Scientist I to III

\$80-100

Environmental Intern

\$40

**Landscape Architecture**

Senior Landscape Architect

\$160

Landscape Architect I to II

\$100-125

Landscape Designer

\$80

**Erosion Control**

Senior Erosion and Sediment Control Specialist

\$150

Erosion and Sediment Control Specialist

\$85

**Surveying**

Professional Land Surveyor

\$105

**Subsurface Drainage Services**

Subsurface Drainage Services Manager

\$145

Engineering Technician I to II

\$80-100

**Design Support**

CAD Manager

\$95

CAD Technician

\$90

GIS Specialist

\$80

**Administration**

Senior Administrator

\$105

Administrative Assistant

\$60

**Expert Testimony**

Rates to be determined on per-project basis

**REIMBURSABLE EXPENSES**

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$ .65/mile
Copies	\$ .20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$ .90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day

~~Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.~~

~~Hey and Associates Inc. (Hey), with seven days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due.~~

The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project.

~~The rates presented herein are effective for the period January 1, 2017 through January 31, 2018 and shall be subject to modification on February 1, 2018.~~

**LIMITATION OF COSTS**

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

**CLIENT'S RESPONSIBILITIES**

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement.

Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

**COST OPINIONS**

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

**STANDARD OF CARE**

The services provided by Hey under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place where the services are performed.

**INSURANCE**

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and	
Employer's Liability	\$ 500,000 each incident
Comprehensive General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of Hey.

~~Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.~~



**Legend**

- Streams & Flowlines
- Buckbee Creek
- Mainstem
- Project Location \*


**Hey and Associates, Inc.**  
 Engineering, Ecology and Landscape Architecture  
 8755 W. Higgins Road, Suite 835  
 Chicago, Illinois 60631  
 Office (773) 693-9200  
 Fax (773) 693-9202  
 Chicago@Heyassoc.com

**Welworth-Wentworth**  
 Bioretention Section 319  
 Grant Application

Bioretention BMP Location

PROJECT NO: 11-0174	SHEET NO:
DESIGNED BY: BRO	
DRAWN BY: BRO	
CHECKED BY: DAO	
APPROVED BY: JAW	
ISSUE DATE: 07/22/2014	

**1**

**FINAL**

**EXHIBIT "A"**

**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
17-CR-**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE KELLEY**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL  
COOPERATION AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND THE  
ROCKFORD TOWNSHIP HIGHWAY DEPARTMENT FOR THE PERFORMANCE OF  
WORK ASSOCIATED WITH CONSTRUCTION AND MAINTENANCE OF THE  
WELWORTH-WENTWORTH BIORETENTION FACILITY  
(SECTION 14-00582-00-DR)**

**WHEREAS**, the County of Winnebago (hereinafter, the “County”) applied for, and received from the Illinois Environmental Protection Agency (hereinafter, the “IEPA”), a Clean Water Act Section 319(h) Financial Assistance Grant in the amount of \$44,770.00, which is 50% of the estimated cost of converting former residential property, now owned by Rockford Township, into a storm water bioretention facility; and

**WHEREAS**, the purpose of the bioretention facility is to reduce nonpoint source pollution being discharged into a tributary of Buckbee Creek, itself a tributary of the Rock River; and

**WHEREAS**, the terms of the Section 319(h) grant require that, in addition to the grant amount of \$44,770.00, another \$44,763.00 be expended by the grant recipient in the form of in-kind work, including certain administrative costs and direct construction activities; and

**WHEREAS**, the County and the Rockford Township Highway Department (hereinafter, the “Township”) have been and continue to be participants and partners in the organizational process that identified the Welworth-Wentworth site as a most likely location for successfully implementing a nonpoint source pollution-prevention project in Winnebago County within the Rock River drainage basin; and

**WHEREAS**, the County and the Township are willing to work together as administrator and construction facilitator, respectively, to manage and perform the work required to implement the project; and

**WHEREAS**, the County, with the Winnebago County Highway Department serving as project administrator, and by means of providing in-kind services, will manage and coordinate the design process, contract with outside suppliers to provide materials required for the project, complete and submit all forms and reports required by the IEPA as required through acceptance of the Section 319(h) grant, and maintain and submit all invoice reimbursement documentation as required by the grant; and

**WHEREAS**, the Township, as project facilitator and by means of providing in-kind services and utilizing all materials provided by the grant funds, will perform all work required to construct and maintain the project; and

**WHEREAS**, it would be in the public interest to enter into the attached Agreement.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto.

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same.

**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer, and County Engineer.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Margie Mullins, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO, ILLINOIS, AND THE ROCKFORD TOWNSHIP  
HIGHWAY DEPARTMENT FOR PERFORMANCE OF WORK ASSOCIATED WITH  
CONSTRUCTION AND MAINTENANCE OF THE WELWORTH-WENTWORTH  
BIORETENTION BASIN  
(SECTION 14-00582-00-DR)**

The County of Winnebago (hereinafter, the "COUNTY"), and the Rockford Township Highway Department (hereinafter, the "TOWNSHIP"), for the consideration hereinafter set forth hereby agree as follows:

- I. PURPOSE AND OBJECTIVES:** The purpose of this Agreement is to provide for the performance of work associated with construction and maintenance of the Welworth-Wentworth Bioretention Basin as a means of reducing nonpoint source pollution being discharged into a tributary of Buckbee Creek, itself a tributary of the Rock River.
- II. BACKGROUND**
- A. The COUNTY applied for, and received from the Illinois Environmental Protection Agency (hereinafter, the "Illinois EPA"), a USEPA Clean Water Act Section 319(h) Financial Assistance Agreement Grant (administered by the Illinois EPA) in the amount of \$44,770.00, which is 50% of the estimated cost of converting former residential property, now owned by the TOWNSHIP, into a storm water bioretention facility.
  - B. The terms of the grant require that, in addition to the grant amount of \$44,770.00, another \$44,763.00 be expended by the grant recipient in the form of in-kind work, including certain administrative costs and direct construction activities.
  - C. The COUNTY and the TOWNSHIP have been and continue to be participants and partners in the organizational process that identified the Welworth-Wentworth site as a most likely location for successfully implementing a nonpoint source pollution-prevention project in the COUNTY within the Rock River drainage basin. A map showing the location of the work at said Welworth-Wentworth site is attached herein and incorporated into this Agreement, said map marked as Exhibit "A".
  - D. This agreement defines how this cooperative relationship between the COUNTY and the TOWNSHIP will be transformed into a working relationship to achieve the objectives of constructing and maintaining of the Welworth-Wentworth Bioretention Basin.
- III. TERMS OF AGREEMENT**
- A. The COUNTY agrees that the Winnebago County Highway Department will, by means of providing in-kind services:
    - 1. serve as project administrator;
    - 2. manage and coordinate the design process under the terms of a professional services agreement with Hey and Associates, Inc.;
    - 3. submit to the Illinois EPA a final draft of an Operation and Maintenance Plan (hereinafter, the "OMP") which is to be implemented to ensure the long-term (at least ten-year) viability of the best management practices (hereinafter, "BMPs") to be implemented in accordance with the project design;

4. maintain and submit to the Illinois EPA all invoice reimbursement documentation as required through acceptance of the Section 319(h) grant;
  5. distribute all payments received from the Illinois EPA for invoiced materials and services expenses;
  6. complete and submit to the Illinois EPA all forms and reports, including the final report, as required by the grant;
  7. assist the TOWNSHIP by providing field engineering support during installation of the BMPs, including surveying, assistance with staking, and availability for technical consultation;
  8. assist the TOWNSHIP, as needed, by providing trucks and operators to supplement the work force of the TOWNSHIP during installation of the BMPs;
  9. assist the TOWNSHIP by seeking and organizing contributory work by neighborhood groups and local organizations that view and support the Welworth-Wentworth Bioretention Basin project as an asset to the local community and to this segment of the Rock River watershed; and
  10. assist the TOWNSHIP, as needed, with the long-term assessment of the condition and performance of the BMPs.
- B. The TOWNSHIP agrees it will, by means of providing in-kind services and utilizing the eligible fund resources of the Illinois EPA Section 319(h) Financial Assistance Agreement 3191512 (less payments to Hey and Associates, Inc.):
1. serve as project facilitator;
  2. with the concurrence of the COUNTY, perform, contract, and arrange for outside suppliers and services for performing all work required to construct and maintain the project;
  3. submit to the COUNTY all invoice reimbursement documentation as required through acceptance of the Illinois EPA Section 319(h) Financial Assistance Agreement 3191512;
  4. complete, by June 1, 2019, the construction and installation of all BMPs and associated components of the project design;
  5. perform, by August 15, 2019, any and all needed replanting and repairs to return the project to compliance with the project design following exposure to the summer season; and
  6. perform monitoring, assessment, and maintenance to ensure the long-term (at least ten-year) viability of the BMPs implemented in accordance with the project design and the OMP approved by the Illinois EPA.

IV. **RELEASE, INDEMNIFICATION AND HOLD HARMLESS** Each party shall indemnify, defend and hold harmless the other party, its elected and appointed officials, agents and employees from any and all losses, damages or expenses, including reasonable attorneys' fees arising out of or resulting from claims, suits or actions for bodily injury, death, sickness, property damage, or other injury or damage any or all of which in any way arise out of or related to the negligent or other wrongful errors, acts, or omissions of the other party, its employees or agents.

- V. **EFFECTIVE DATE OF AGREEMENT** The Agreement shall commence on the date of execution by all parties hereto.
- VI. **SUCCESSORS AND ASSIGNS** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- VII. **EXTENT OF AGREEMENT** This Agreement represents the entire Agreement between the COUNTY and the TOWNSHIP regarding the construction and maintenance of the Welworth-Wentworth Bioretention Basin, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed or modified except by an instrument, in writing, signed by both parties hereto.

**COUNTY OF WINNEBAGO, ILLINOIS**


BY: \_\_\_\_\_  
Frank Haney, Chairman  
of the County Board of the  
County of Winnebago, Illinois

DATE: \_\_\_\_\_

ATTEST:

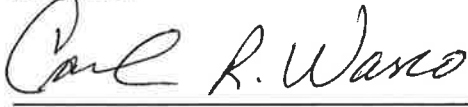
\_\_\_\_\_  
Margie Mullins, Clerk  
of the County Board of the  
County of Winnebago, Illinois

**ROCKFORD (ILLINOIS) TOWNSHIP  
HIGHWAY DEPARTMENT**

BY:   
Dan Conness, Highway  
Commissioner, Rockford  
Township Highway Department

DATE: 10/31/17

ATTEST:

  
\_\_\_\_\_  
Clerk  
Rockford Township, Illinois



#### Legend

- Streams & Flowlines
- Buckbee Creek
- Mainstem
- Project Location \*

#### Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture  
 8755 W. Higgins Road, Suite 835  
 Chicago, Illinois 60631  
 Office (773) 693-9200  
 Fax (773) 693-9202  
 Chicago@heyassoc.com

#### Wentworth-Wentworth Bioretention Section 319 Grant Application

#### Bioretention BMP Location

PROJECT NO: 11-0174	SHEET NO:
DESIGNED BY: BRO	
DRAWN BY: BRO	
CHECKED BY: DAD	
APPROVED BY: JAW	
ISSUE DATE: 07/22/2014	
	1

FINAL

EXHIBIT "A"

# **PUBLIC SAFETY COMMITTEE**

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

Sponsored by: Dave Fiduccia

Submitted by: Public Safety

2017 CR

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**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO EXTEND CONTRACTS FOR HEALTH SERVICES FOR  
INMATES OF THE WINNEBAGO COUNTY JAIL AND DETAINEES OF THE JUVENILE DETENTION CENTER**

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**WHEREAS**, since 2004 the University of Illinois College of Medicine at Rockford (UICOM-R) has provided, under contract with the County, health services to the inmates of the Winnebago County Jail and to the detainees of the Winnebago County Juvenile Detention Center; and

**WHEREAS**, there are two separate Health Services contracts in place, one for the County Jail and one for the Juvenile Detention Center; and

**WHEREAS**, by their current terms, both of these contracts will terminate on November 30, 2017; and

**WHEREAS**, the County and UICOM-R have agreed to extend these Health Services contracts through September 30, 2018, with modifications in compensation, mental health services, and pharmacy services; and

**WHEREAS**, it is in the best interests of the citizens of Winnebago County, Illinois for the County to extend, through September 30, 2018, the contracts with UICOM-R for health services for the inmates of the County Jail and detainees of the Juvenile Detention Center.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement amending the Health Services contracts it has with the University of Illinois College of Medicine, which will extend both contracts through September 30, 2018.

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned services shall be as follows:

COUNTY JAIL	21000	43150
JUVENILE DETENTION	43100	43150

**BE IT FURTHER RESOLVED**, that the any agreement entered into pursuant to the authority granted in this Resolution shall contain substantially the same terms as those contained in the Amendments which are attached hereto as "Exhibit A" (Jail) and "Exhibit B" (Juvenile Detention).

**BE IT FURTHER RESOLVED**, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Superintendent, Director of Court Services, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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DAVE FIDUCCIA, CHAIRMAN

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DAVE FIDUCCIA, CHAIRMAN

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AARON BOOKER

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AARON BOOKER

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DAN FELLARS

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DAN FELLARS

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

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

ATTESTED BY:

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

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

**AMENDMENT NO. 7  
TO  
HEALTH SERVICES AGREEMENT  
(UIC REF. NO. CN-00009695)  
BETWEEN  
COUNTY OF WINNEBAGO ON BEHALF OF THE  
WINNEBAGO COUNTY SHERIFF  
AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 7 to Health Services Agreement, UIC Contract No. CN-00009695 is made and entered into by and between the County of Winnebago, an Illinois body politic, and the Winnebago County Sheriff (hereinafter collectively referred to as “County”) and The Board of Trustees of the University of Illinois, a public body, corporate and politic whose principal office is located in Urbana, Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as “UICOM-R”). County and University shall be collectively referred to herein as “the Parties” and individually as “a Party”.

**RECITALS**

**Whereas**, County and UICOM-R entered into a Health Services Agreement (hereinafter referred to as “the Agreement”) for the provision of medical services to adult inmates for the term of January 5, 2014 through January 4, 2015; and

**Whereas**, County and UICOM-R in Amendment No. 1 amended the Agreement by modifying Article XI, Compensation; Section 11.5, Decreases in Inmate Population on 02/27/2014; and

**Whereas**, County and UICOM-R in Amendment No. 2 amended the Agreement by extending its term from January 5, 2015 through January 4, 2016; and

**Whereas**, County and UICOM-R in Amendment No. 3 amended the Agreement by extending its term from January 5, 2016 through September 30, 2016; and by modifying Article I, Health Care Services and Article II, Staffing, and Article XI, Compensation; and

**Whereas**, County and UICOM-R in Amendment No. 4 amended the Agreement by extending its term from October 1, 2016 through November 30, 2016; and

**Whereas**, County and UICOM-R in Amendment No. 5 amended the Agreement by extending its term from December 1, 2016 through September 30, 2017; and

**Whereas**, County and UICOM-R in Amendment No. 6 amended the Agreement by extending its term from October 1, 2017 through November 30, 2017; and

**Whereas**, County and UICOM-R now desire to further extend the term of the Agreement.

**Now therefore**, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. ARTICLE VII: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**, Section 7.7 shall be deleted in its entirety and replaced as follows:

### **Section 7.7 Pharmacy Services.**

“The prescription, dispensing, and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed or certified health care personnel. UICOMR personnel shall dispense medications at the appropriate times at the main jail facility according to the inmates’ medical needs. The cost of all pharmaceuticals, prescription and over the counter, is the responsibility of UICOMR; except for the following pharmaceuticals:

Pharmaceuticals related to the treatment of sexually transmitted infections (STDs/STIs) or their sequelae. [Whenever possible UICOMR will obtain these pharmaceuticals from the Winnebago County Health Department. The County is responsible for the cost, if any, of these pharmaceuticals,]

Pharmaceuticals related to the treatment of HIV, AIDs or their sequelae. [Whenever possible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. The County is responsible for the cost, if any, of these pharmaceuticals.]

Pharmaceuticals related to pre-term labor. [Whenever possible UICOMR will obtain these pharmaceuticals from Crusader Clinic in Rockford, IL. The County is responsible for the cost, if any, of these pharmaceuticals.]

Antivirals for conditions such as Hepatitis B and Hepatitis C. [If generic antiviral medications are available those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. UICOMR is responsible for the cost of generic antiviral medications. If generic antiviral medications are not available UICOMR will collaborate with the County to obtain the non-generic antiviral medications via means that will not negatively impact the budget of either entity while addressing the health needs of the inmate. UICOMR and the County shall evenly split the cost of non-generic antiviral medications.]

Biologics, biologic response modifiers, immunotherapy and cancer chemotherapy for conditions such as Crohn's disease, ulcerative colitis, psoriasis, immune-mediated diseases and cancer. [If generic medications or versions are available those will be provided, and whenever possible and feasible UICOMR will obtain these pharmaceuticals from the Crusader Clinic in Rockford, IL. UICOMR is responsible for the cost of the generic version of these medications. If a generic version of these medications is not available UICOMR will collaborate with the County to obtain these non-generic medications via means that will not negatively impact the budget of either entity while addressing the health needs of the inmate. UICOMR and the County shall evenly split the cost of the non-generic versions of these medications.]

UICOMR will promptly, upon request, provide County with a price list for all pharmaceuticals dispensed by UICOMR in the JAIL. UICOMR will invoice the County on a monthly basis for the County’s share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section.”

**II. ARTICLE IX: MENTAL HEALTH SERVICES**, shall be deleted in its entirety and replaced with the following:

“UICOMR will collaborate with mental health services contracted by the County to support all reasonably necessary mental health services which are required by any inmate and are of a type that can be reasonably rendered onsite. These services shall be provided on site at the JAIL to the extent reasonably possible. County shall be responsible for the cost of mental health services.

**III. ARTICLE X: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 10.1 shall be modified to read as follows:

**Section 10.1 Contract Term.**

“This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on September 30, 2018 at 11:59 p.m.”

**IV. ARTICLE XI: COMPENSATION, 11.1 Base Compensation**, shall be modified to read as follows:

“11.1 Base Compensation. County will pay UICOM-R the sum of One Hundred Ninety Three Thousand Five Hundred Forty One Dollars and Forty Two Cents (\$193,541.42) per month for the period of December 1, 2017 through September 30, 2018. UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOM-R will be prorated accordingly for the shortened month.”

**V.** In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 1/08/2014 or as modified by Amendment No. 1 last signed on 2/27/2014, Amendment No. 2 last signed on 12/23/2014, Amendment No. 3 last signed on 1/04/2016, Amendment No. 4 last signed on 10/3/2016, Amendment No. 5 last signed on 11/30/16, and Amendment No. 6 last signed on 10/2/2017.

In witness whereof, County and UICOM-R have caused this Amendment No. 7 to be executed on the date and year last written below.

**The Board of Trustees of the  
University of Illinois**

By: \_\_\_\_\_  
Avijit Ghosh, Interim Comptroller

Date: \_\_\_\_\_

**County of Winnebago**

By: \_\_\_\_\_  
Frank Haney  
Chairman, Winnebago County Board

Date: \_\_\_\_\_

**Winnebago County Sheriff**

By: \_\_\_\_\_  
Gary Caruana  
Winnebago County Sheriff

**AMENDMENT NO. 6  
TO  
HEALTH SERVICES AGREEMENT  
(UIC REF. NO. CN-00009599)  
BETWEEN  
COUNTY OF WINNEBAGO  
AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Amendment No. 6 to Health Services Agreement, UIC Contract No. CN-00009599 is made and entered into by and between the County of Winnebago, an Illinois body politic, (hereinafter referred to as "County") and The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, on behalf of its College of Medicine at Rockford, located at 1601 Parkview Avenue, Rockford, Illinois 61107 (hereinafter referred to as "UICOM-R"). County and University shall be collectively referred to herein as "the Parties" and individually as "a Party".

**RECITALS**

**Whereas**, County and UICOM-R entered into a Health Services Agreement for services to juvenile detainees for the term of January 5, 2014 through January 4, 2015; and

**Whereas**, County and UICOM-R amended the original Agreement by extending its term from January 5, 2015 through September 30, 2016; and

**Whereas**, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2016 through November 30, 2016; and

**Whereas**, County and UICOM-R again amended the original Agreement by extending its term from December 1, 2016 through September 30, 2017; and

**Whereas**, County and UICOM-R again amended the original Agreement by extending its term from October 1, 2017 through November 30, 2017; and

**Whereas**, County and UICOM-R desire to further extend the term of the original Agreement by amending the contractual relationship under the said Agreement.

**Now therefore**, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

**I. ARTICLE II: STAFFING**

Section 2.3 shall be modified to read as follows:

**Section 2.3 Mental Health.**

"UICOM-R shall facilitate obtaining a qualified mental health professional in the Detention Center. UICOM-R, in conjunction with the County, will determine the number of mental health provider hours that are necessary to adequately screen and assess detainees, collaborate with medical services, and provide training in mental health to Detention staff. In the event the current mental health provider loses funding, UICOM-R will work with the County to

facilitate obtaining a new mental health provider, if necessary. The County is responsible for the cost of the mental health provider services.”

- II. **ARTICLE VII: TERM AND TERMINATION OF AGREEMENT**, the first paragraph of Section 7.1 shall be modified to read as follows:

**Section 7.1 Contract Term.**

“This contract, which through amendments has been in effect continuously since January 5, 2014, shall expire on September 30, 2018 at 11:59 p.m.”

- III. **ARTICLE VIII: COMPENSATION, 8.1 Base Compensation**, shall be modified to read as follows:

“County will pay UICOM-R the sum of Eleven Thousand Seven Hundred Thirty Three Dollars and Seventy two Cents (\$11,733.72) per month for the period of December 1, 2017 through September 30, 2018. UICOM-R will bill County on or before the first day of each month before the services are rendered, and County agrees to pay UICOM-R for those services in advance of the services being rendered. In the event this agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOM-R will be prorated accordingly for the shortened month.”

- IV. In all other respects, the Agreement is hereby reaffirmed and ratified. All other terms and conditions remain as stated in the original Agreement last signed on 12/20/2013, or as modified by Amendment No. 1 last signed on 12/23/2014, Amendment No. 2 last signed on 1/04/2016, Amendment No. 3 last signed on 10/3/2016, Amendment No. 4 last signed on 11/30/2016, and Amendment No. 5 last signed on 10/2/2017.

In witness whereof, County and UICOM-R have caused this Amendment No. 6 to be executed on the date and year last written below.

**The Board of Trustees of the  
University of Illinois**

**County of Winnebago**

By: \_\_\_\_\_  
Avijit Ghosh, Interim Comptroller

By: \_\_\_\_\_  
Frank Haney  
Chairman, Winnebago County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_