



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

Winnebago County Courthouse
400 West State Street | Rockford, IL 61101
County Board Room | 8th Floor

Thursday, April 25, 2019
6:00 p.m.

1. **Call to Order** Chairman Frank Haney
2. **Agenda Updates** Chairman Frank Haney
3. **Roll Call** Clerk Lori Gummow
4. **Invocation** Board Member Tim Nabors
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
 - A. Chairman's Service Award: Reilly Anderson (Youth Leadership Council Member)
 - B. Proclamation
— "Comcast Cares Day" – Accepted by Joan Sage
 - C. Presentation – "Annual Overview of Revolving Loan Program" presented by John Phelps and Chris Dornbush
6. **Public Comment** **Registered Speakers**
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. **Board Member Correspondence** Board Members
8. **Chairman's Report** Chairman Frank Haney
 - A. State of the County Recap
 - B. 815 Outside
9. **Announcements & Communications** Clerk Lori Gummow
 - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
 - A. Raffle Report

- B. Bills
- C. Approval of March 28, 2019 minutes
- D. Layover of April 11, 2019 minutes

11. County Administrator's Report.....Administrator Carla Paschal

12. Department Head Updates.....Department Heads

13. Standing Committee Reports Chairman Frank Haney

- A. Finance Committee**Jaime Salgado, Committee Chairman**
 - 1. Committee Report
 - 2. Budget Amendment 2019-022 County Automation Fund (Establish Fund and Appropriate Fiscal Year 2019 Expenditures) to be Laid Over
 - 3. Resolution to Terminate Delinquent Tax Program Agreement with Dennis D. Ballinger
 - 4. Resolution Adopting Fiscal Year 2020 Budget Policy
- B. Zoning Committee **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

 - 1. Z-02-19 A map amendment to rezone +/- 3.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is generally located west of 7625 Pomeroy Road in Shirland Township, District 2 to be laid over.
 - 2. V-01-19 A variation to increase the number of permitted freestanding signs from one (1) freestanding sign per street frontage to two (2) freestanding signs per street frontage for property that is commonly known as 2821 N. Bell School Road in Rockford Township, District 8 to be laid over.
 - 3. SU-02-19 A special use permit for an Outdoor Storage Yard in the CC, Community Commercial District for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township, District 2 to be laid over.
 - 4. V-02-19 A variation to reduce the minimum height of a solid fence from 6 feet to 0 feet which will effectively waive the solid fencing (screening) requirement for an outdoor storage yard for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township, District 2 to be laid over.
 - 5. Committee Report
- C. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Awarding Emergency/Non-Emergency Notification System Agreement
 - 3. Resolution Authorizing the Winnebago County Purchasing Department to Renew Contract for Uniform Rental Services
- D. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Respiratory Care Services Agreement for River Bluff Nursing Home

E. Economic Development Committee..... **Fred Wescott, Committee Chairman**
1. Committee Report

F. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report

G. Public Safety Committee..... **Aaron Booker, Committee Chairman**
1. Committee Report

14. Unfinished Business Chairman Frank Haney

15. New Business.....Chairman Frank Haney

16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, May 9, 2019

Chairman's **SERVICE EXCELLENCE** **AWARD**

presented to

Reilly Anderson

I, Frank Haney, Chairman of the Winnebago County Board, hereby recognize Reilly Anderson for her contributions to the Chairman and Mayor's Youth Leadership Council the past two years, including her role in the April 2019 Town Hall meeting with area future leaders. Reilly Anderson serves as an outstanding role model for area youth in our community. We expect big things from her in the future.

Frank Haney

Winnebago County Board Chairman Frank Haney





PROCLAMATION
In Recognition of
"COMCAST CARES DAY"
May 4, 2019



WHEREAS, Comcast remains an active, committed, and engaged member of the Winnebago County community and supports the core American value of volunteerism through partnerships, grants, and volunteer activities that empower individuals and organized communities; and

WHEREAS, Comcast Cares Day is a celebration of service and commitment to year-round volunteerism and has become the nation's largest single-day corporate volunteer effort that brings employees, families, friends, and community partners together for a common purpose and mission; and

WHEREAS, Comcast celebrating its 18th National Comcast Cares Day, has reached important milestones, including 1 million volunteers and more than 6 million volunteer hours at 10,000 projects since Comcast Cares Day started in 2001; and

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication, and service of volunteers who will be taking part in the Fatherhood Encouragement Project, Adopt-A-Block Rockford, Washington Park Clean-up, and Northern Illinois Food Bank packaging on May 4, and

WHEREAS, the Comcast Cares Day projects are symbols of us renewing our connection to our community and to each other.

NOW, THEREFORE, I, Frank Haney, Chairman of the Winnebago County Board, do hereby proclaim May 4, 2019 as:

"COMCAST CARES DAY"

in Winnebago County, Illinois.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 25th day of April, 2019.

Frank Haney, Chairman
Winnebago County Board

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: April 25, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 84, No. 68 /Tuesday, April 9, 2019 / Notices
 - b. Byron Station, Units 1 and 2 – Fire Protection Inspection; Inspection Report 05000454/2019011 and 05000455/2019011
2. County Clerk Gummow received from Comcast a letter regarding changes to the Comcast Channel Line-Up in our community.
3. County Clerk Gummow received from the Illinois Environmental Protection Agency to following:
 - a. Notice of Application for Permit to Manage Waste (LPC-PA16); Description of Project: Alternate source demonstration for fourth quarter 2018 confirmed exceedances at the Northern and Southern Unit wells in accordance with Condition VII.15 of Permit Modification No. 92.
 - b. Notice of Application for Permit to Manage Waste (LPC-PA16); Description of Project: Application amending the site operation plan to include a citizens drop-off facility located adjacent to the entrance scales.



WINNEBAGO COUNTY

— ILLINOIS —

- c. A letter regarding NRG Rockford Energy Center (Illinois EPA BOA ID# 201030BCG) Construction Permit (99110088), Construction Permit (00100077).
- 4. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for April, 2019 Bank Balances.

Recommendation: The Winnebago County Clerk recommends that the correspondence listed be placed on file as a part of the County Board records maintained by the County Clerk.

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
5 different organizations for 5 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
30076	1	COON CREEK CASTERS	04/27/2019-04/27/2019	\$ 1,000.00
30077	1	HOLY FAMILY SCHOOL	06/17/2019-06/17/2019	\$ 4,999.00
30078	1	MIDWAY VILLAGE MUSEUM	04/26/2019-06/27/2019	\$ 4,999.00
30079	1	ROCKFORD FIRE DEPARTMENT LOCAL 413	04/26/2019-08/01/2019	\$ 15,000.00
30080	1	TRI-COUNTY ALLIANCE	07/01/2019-01/04/2020	\$ 18,450.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	4,527,957.17
101	PUBLIC SAFETY TAX	3,225,355.93
102	MARRIAGE AND CIVIL UNION FUND	484.07
103	DOCUMENT STORAGE FUND	64,259.97
104	TREASURER'S DELINQUENT TAX FU	5,572.92
105	VITAL RECORDS FEE FUND	1,540.28
106	RECORDERS DOCUMENT FEE FUND	94,961.45
107	COURT AUTOMATION FUND	30,575.46
109	VICTIM IMPACT PANEL FEE	800.00
110	CHILD SUPPORT & COLLECTIN FE	8,275.17
111	CHILDREN'S WAITING ROOM FUND	11,499.92
112	RENTAL HOUSING FEE FUND	17,604.00
114	911 OPERATIONS FUND	129,654.59
115	PROBATION SERVICE FUND	53,284.77
116	HOST FEE FUND	286,038.00
120	DEFERRED PROSECUTION PROGRAM	6,158.01
121	HOTEL / MOTEL TAX FUND	45,849.75
123	STATE DRUG FORFEITURE ST ATTY	2,178.64
126	LAW LIBRARY	13,240.65
131	DETENTION HOME	349,431.94
140	WINGIS GEOR INFO SYSTEMS FUND	(20.57)
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	19,254.00
145	FORECLOSURE MEDIATION FUND	9,635.06
155	MEMORIAL HALL	13,544.70
158	CHILD ADVOCACY PROJECT	64,006.84
161	COUNTY HIGHWAY	361,642.29
162	COUNTY BRIDGE FUND	150,524.99
163	FEDERAL AID MATCHING FUND	41,401.55
164	MOTOR FUEL TAX FUND	359,612.11
165	TOWNSHIP HIGHWAY FUND	9,084.18
168	TOWNSHIP BRIDGE	724.98
181	VETERANS ASSISTANCE FUND	179,367.63
185	HEALTH INSURANCE	1,064,892.48
192	EMPLOYER SOCIAL SECURITY FUND	510,581.65
193	ILLINOIS MUNICIPAL RETIRE	666,418.14
194	TORT JUDGMENT & LIABILITY	297,594.86
301	HEALTH GRANTS	958,507.84
302	SHERIFF'S DEPT GRANTS	45.45
303	STATE'S ATTORNEY GRANT	18,050.65
304	PROBATION GRANTS	4,560.00
309	CIRCUIT COURT GRANT FUND	149,385.85
401	RIVER BLUFF NURSING HOME	1,418,838.39

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

410	ANIMAL SERVICES	224,753.79
420	555 N COURT OPERATIONS FUND	10,709.96
430	WATER FUND	8,649.98
501	INTERNAL SERVICES	86,548.15
TOTAL THIS REPORT		<u>15,503,037.64</u>

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 25th day of April 2019 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

 Lori Gummow, Clerk of the Winnebago
 County Board of Rockford, Illinois

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MARCH 28, 2019**

1. Chairman Frank Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 28, 2019 at 6:01 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Boomer, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)
4. County Board Member Hoffman gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - Bo Chaney, City of Rockford firefighter, received the Chairman's Service Award for his commitment to introducing area youth to public safety career pathways.

Bo Chaney is the author of three books regarding the youth that are in the process of being published. Discussion by Board Members Redd and Goral.
- Proclamations - None
- Presentations - Glenn Trommels, IT Director for the City of Rockford, gave an update on the Shared Records Management System. The project is expected to take a year to complete. Discussion by Board Member McDonald.

PUBLIC COMMENT

6. Ginger Haas, who is part of the New Milford Neighborhood Watch, spoke of her concern with the bad smell coming from the landfill over the past few months.

MINUTES

7. Chairman Haney entertained a motion to approve the County Board Minutes from the February 28, 2019 meeting and to layover the Minutes from the March 14, 2019 meeting. Board Member Hoffman made a motion to approve the Minutes from the February 28, 2019 meeting, seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present.

ANNOUNCEMENTS & COMMUNICATION

8. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 84, No. 48 / Tuesday, March 12, 2019 / Notices
 - b. Byron Station, Unit Nos. 1 and 2 – Withdrawal of an Amendment Request (EPID L-2018-LLA-0218)
 - c. Exelon Generation Company, LLC – Acceptance of Fleet Request for Alternative to use Encoded Phrased Array Ultrasonic Examination Techniques (EPID L-2019-LLR-0011)
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Clinton Power Station, Unit No.1; Dresden Nuclear Power Station, Units 1, 2, and 3; LaSalle County Station, Units 1 and 2; and Quad Cities Nuclear Power Station, Units 1 and 2 – Issuance of Amendments to Revise the Emergency Response Organization Staffing Requirements (EPID L-2018-LLA-0045)
 - B. County Clerk Gummow submitted from Illinois Environmental Protection Agency the Following:
 - a. Notice of Application for Permit to Manage Waste. Site Identification: Rockford Airport #2 (Landfill No. 2) Description of Project: Significate Permit Modification Application to Establish Applicable Groundwater Quality Standards at P7D.
 - b. A notification letter regarding Rock River Water Reclamation District (Illinois EPA BOA ID# 20103OCAG) Lifetime Operating Permit (19020026)
 - c. A notification letter encouraging the County to submit parade permits electronically.
 - d. A notification letter regarding NRG Rockford Energy Center (Illinois EPA BOA ID# 20103BCG) Clean Air Act Permit Program (01060062)
 - C. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for March, 2019 Bank Balances.

BOARD MEMBER CORRESPONDENCE

9. Board Member Gerl announced himself and Board Member Hoffman will be hosting the Rolling Green Neighborhood Association Meeting on Tuesday April 9th at 6:30 p.m. at the Broadway Covenant Church. Discussion topics will include Animal Service's contract, Landbank, and water bill payment changes.

Board Member McDonald spoke of an Illinois State Police Officer who lost her life in Freeport. Board Member McDonald asked Sheriff Caruana and Chief O'Shae to direct their officers to enforce Scott's Law.

Board Member Crosby thanked Board Member Webster for suggesting to not call the question too early and be sure to debate.

Board Member Booker read a complaint regarding the County Board.

Board Member Webster gave a follow up on Board Member McDonald's comment regarding Scott's Law. He also commented on calling the question.

Board Member Salgado thanked Scott Lewandowski at Veterans Memorial Hall for hosting an event to raise awareness and help support homeless women's veterans.

CHAIRMAN'S REPORT

10. Chairman Haney thanked Dr. Martell, Board Member McDonald, Director of Development Services Dornbush, and the Winnebago County Sheriff's Department for their help working on the flood issues, in particular Machesney Park.

Resources Available in Winnebago County to Those Impacted By Flood - This was issued by Dr. Martell's office referring individuals to the American Red Cross. In addition, there is a Voluntary Buyout Program for Flood Prone Properties. Chairman Haney will email the Chairman's Report to Board Members regarding information.

National Vietnam War Veterans Day Event - The event will take place at the City of Loves Park Village Hall on Friday, March 29, 2019 at 1:45 pm. Chairman Haney or Board Member Wescott will be reading a proclamation.

Landfill – I-39 and Baxter Garbage issue meeting - Chairman Haney spoke of the large amount of calls regarding the Landfill. There will be a meeting in early April including IDOT, Highway Department, State Police, and Sheriff's Department to talk about solutions to address the issue.

Economic Development Front – Chairman Haney spoke of a potential Rockton Hotel Tax Abatement. Chairman Haney spoke of a program coming to the County called the John Phelps NICDC 12 Bank Small Business Development and Blight Reduction Program. The County will piggyback off the City of Rockford's agreement. Chairman Haney has not heard any updates regarding the Project Alpha.

Strategic Planning / Shared Values recap – Clarity timeline. Chairman Haney announced these items are on the Operations and Administrative Committee for action.

An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman's Duties) – Chairman Haney read in a handout on Why tonight's County Board vote on the 9th attempted Ordinance change to the Chairman's role matters to the 285,000 citizens of Winnebago County.

COUNTY ADMINISTRATOR'S REPORT

11. County Administrator Paschal spoke of an email she send out regarding what meetings will be held next week and Committee Chairman were provided with memos on what is planned for April meetings.

The Emergency Notification System purchase will be brought forward in the second cycle in April.

County Administrator Paschal and Director of Development Services Dornbush continue to work on the Host Fee Policy; it will come sometime in April or May.

County Administrator Paschal gave a report on River Bluff Nursing Home.

County Administrator Paschal spoke of the IGA with the City.

Finance Director Terrinoni and her team have the County's payroll check stubs in the employee self-serve.

County Administrator Paschal announced that during an audit she found there is a fund called the Working Cash Fund. There will be a Resolution brought to the Board to abolish this fund and move funds over to a newly established capital project fund.

County Administrator Paschal received health insurance updates SIGNA and Blue Cross Blue Shield and costs are trending down.

Finance Director Terrinoni has completed the audit with the external auditors. She will have a report to the Finance Committee on April 18th by the external auditors, Baker Tilley. The results of the audit were favorable.

County Administrator Paschal will continue to work on the five year capital plan.

County Administrator Paschal met with Animal Services and the UW Madison Shelter Medicine Team. They assisted Director of Animal Services Brett Frazier with implementing some processes they found helpful.

County Administrator Paschal and Finance Director Terrinoni met with a representative from Wells Fargo regarding the deferred compensation plan.

Director of Development Services Dornbush gave an overview of a handout regarding the Winnebago County Revolving Loan Fund Program. Discussion by Board Members Webster and Fellars.

CONSENT AGENDA

12. Chairman Haney entertained a motion to approve the Consent Agenda for March 28, 2019 (Raffle Report and Bills). Board Member Booker moved for the approval of the Consent Agenda, seconded by Board Member Hoffman. The motion was approved by a unanimous vote of all members present.

REPORTS FROM STANDING COMMITTEES

PERSONNEL AND POLICY COMMITTEE

13. Board Member Fiduccia made a motion to approve an Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman's Duties), seconded by Board Member Boomer. Board Member Goral made a motion to amend the Ordinance from Section 2-47. to Division 2-47., seconded by Board Member Boomer. Motion was approved by a voice vote. Discussion by Board Member Booker. Board Member Booker made a motion to amend the Ordinance back to the Ordinance that was in place as of January 1, 2019, seconded by Board Member Kelley. Discussion by Chairman Haney, Deputy State's Attorney Kurlinkus, and Board Members Schultz, Gerl, and Booker. Motion failed by roll call vote of 14 no and 6 yes votes. (Board Members Arena, Bilich, Boomer, Fiduccia, Gerl, Goral, Hoffman, McDonald, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott voted no.) Board Member Gerl made a motion to amend Section 2-49. – Duties, item (a) Administrative responsibilities, paragraph (2) of the Ordinance to read; Represent the County on all Economic Development opportunities. Monitor and report to the Economic Development Committee Chairman and the County Board Caucus Leaders all Economic Development activities and proposed agreements or IGA's (Inter-Governmental Agreements) including any requested incentives at the time they are requested within 7 business days of being first contacted by any outside entity or municipality wishing to do business with the County, seconded by Board Member Hoffman. Discussion by Chairman Haney and Board Members Fellars, Gerl, Schultz, Hoffman, Tassoni, and Goral. Motion to amend Section 2-49. was approved by a roll call vote of 18 yes and 2 no votes. (Board Members Crosby and Fellars voted no.) Discussion by Chairman Haney, State's Attorney Hite-Ross, Deputy State's Attorney Kurlinkus, County Administrator Paschal and Board Members Fellars, Crosby, Webster, Boomer, Tassoni, Salgado, Hoffman, Nabors. Board Member Goral made a motion to call the question, seconded by Board Member Wescott. Motion was approved by a roll call vote 17 yes and 3 no votes. (Board Members Crosby, Fellars, Kelley voted no.) Motion to approve the amended Ordinance was approved by a roll call vote of 13 yes and 7 no votes. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Kelley, and Nabors voted no.)
14. Board Member Fiduccia made a motion to approve a Resolution Awarding Onsite Wellness Clinic Services, seconded by Board Member Goral. Benefits Specialist Crozier gave an overview of a handout regarding Swedish American Hospital. Motion was approved by a voice vote. (Board Members Webster, Wescott, and McDonald were absent.)

FINANCE COMMITTEE

15. Board Member Salgado read in for the first reading of Budget Amendment 2019-020 Sheriff's Grant (for State Criminal Alien Assistance Program Grant, SCAAP) to be Laid Over. Board Member Salgado made a motion suspend the rules, seconded by Board Member Hoffman. Motion to suspend the rules was approved by a unanimous vote of all members present. Board

Member Salgado made a motion to approve Budget Amendment 2019-020, seconded by Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)

16. Board Member Salgado read in for the first reading of Budget Amendment 2019-021 Health Department Drug Overdose Prevention Services Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Members Boomer and Fiduccia were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-021, seconded by Board Member Booker. Motion was approved by unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)

ZONING COMMITTEE

17. Board Member Webster read in for the first reading of Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural District for property that is commonly known as 42XX Centerville Road in Rockford Township, District 1, to be laid over.

Board Member Webster announced the next Zoning Committee meeting is scheduled for Wednesday, April 24, 2019.

Board Member Webster spoke of an email regarding a presentation from the Soil and Water Conservation District. Board Member Webster announced the presentation was cancelled and will need to be rescheduled. Board Member Salgado suggested having the presentation before a County Board Meeting if approved by Chairman Haney and Board Members.

ECONOMIC DEVELOPMENT

18. Board Member Wescott made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$30,000 from the Revolving Loan Fund to Apollo Enterprises, LLC, seconded by Board Member Nabors. Motion was approved by a voice vote. (Board Members Boomer and Fiduccia were absent.)

Board Member Wescott announced there will be a meeting next Thursday.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. Board Member McDonald made a motion to approve a Resolution for Telecommunications Service Contract Renewal (for Mitel), seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Boomer and Fiduccia were absent.)
20. Board Member McDonald made a motion to approve a Resolution Adopting the Five Shared Organizational Values for Winnebago County, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)

21. Board Member McDonald made a motion to approve a Resolution Adopting the Five Strategic Priority Areas for Winnebago County, seconded by Board Member Hoffman. Motion was approved by voice vote. (Board Members Boomer and Fiduccia were absent.)
22. Board Member McDonald read in for the first reading of an Ordinance Amending Sections of Chapter 62 of the County Code of Ordinances (Vehicle Policy) to be Laid Over. Board Member Fellars requested a red line document for changes. Discussion by County Administrator Paschal.

PUBLIC WORKS

Board Member Tassoni announced the Public Works Committee will meet on Tuesdays prior to the week of the Board Meetings.

23. Board Member Tassoni made a motion to approve (19-001) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds, seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Boomer and Fiduccia were absent.)
24. Board Member Tassoni made a motion to approve (19-002) Resolution Authorizing the Execution of Annual Professional Services Agreements with Strand Associates, Inc. to Provide Technical Services for the Maintenance of the Water District's SCADA System (Section 11-00495-00-MG), seconded by Board Member Kelley. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)
25. Board Member Tassoni made a motion to approve (19-003) Resolution Authorizing a Supplemental Appropriation of MFT Funds for the 2018 General Maintenance, seconded by Board Member Gerl. Discussion by Carlos Molina from the Highway Department and Board Members Schultz, Tassoni. Motion was approved by voice vote. (Board Members Boomer and Fiduccia were absent.)
26. Board Member Tassoni made a motion to approve (19-004) Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)
27. Board Member Tassoni made a motion to approve (19-005) Resolution Authorizing the Award of Bid for an Excavator, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)
28. Board Member Tassoni made a motion to approve (19-006) Resolution Authorizing the Award of Bids for the 2019 General Letting (Bid to be distributed/bid opening Monday, March 25, 2019 at 10:00 a.m.), seconded by Board Member Kelley. Discussion by Carlos Molina from the Highway Department, and Board Members Schultz, Fellars, Tassoni, Salgado, McDonald, and Kelley. Motion was approved by unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)
29. Board Member Tassoni made a motion to approve (19-007) Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways, seconded by Board Member Gerl. Discussion by Carlos Molina from the Highway Department and Board Members

Arena, Goral and Webster. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)

PUBLIC SAFETY

30. Board Member Booker announced the next Public Safety Committee meeting will be scheduled for April 4, 2019.

UNFINISHED BUSINESS

31. None.

NEW BUSINESS

32. Chairman Haney read in for the first reading of the Appointments listed below, to be Laid Over. County Board Member Goral made a motion to suspend the rules to approve the appointments, as listed below, seconded by Board Member Fellars. Motion to suspend the rules was approved by a voice vote. (Board Members Boomer and Fiduccia were absent.) County Board Member Fellars moved for the approval of the appointments, seconded by Bilich. Motion was approved by a unanimous vote of all members present. (Board Members Boomer and Fiduccia were absent.)

Board Appointment(s):

- A. **University of Illinois Extension Board (Reappointment)**
Aaron Booker
- B. **Winnebago County Housing Authority (New Appointment)**
Danielle Potter

33. Chairman Haney entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Goral. Motion was approved by a voice vote. The meeting was adjourned at 8:35 p.m.

Respectfully submitted,


Lori Gummow
County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 11, 2019**

1. Chairman Frank Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 11, 2019 at 6:02 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Boomer, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Tassoni, Webster, and Wescott were present) (Board Member Schultz was absent.)
4. County Board Member McDonald gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - Yusuf Zahurullah and Grace Maier accepted the Chairman's Service Award for their contribution to the Chairman and Mayor's Youth Leadership Council.

Proclamations - Frank Manzullo accepted a proclamation in recognition of the 31st Anniversary of the "Great American Cleanup" in Winnebago County.

Chairman Haney proclaimed the day of April 27th to be the 31st Anniversary of the "Great American Cleanup."

Frank Manzullo paid tribute to County Clerk Gummow for starting "Keep Northern Illinois Beautiful" over thirty years ago.

Katie Weston and Kelsey Heart accepted a proclamation in recognition of "Child Abuse Prevention and Awareness Month."

Chairman Haney proclaimed April 2019 "Child Abuse Prevention and Awareness Month."

Presentations - Josh Groh and Martesha Brown from RACVB gave an update regarding Tourism in Winnebago County. He spoke of a program that was recently launched called the 815 Ambassadors.

Josh Groh presented Chairman Haney with a plaque from the Chicago Tribune.

PUBLIC COMMENT

6. Ginger Haas from the New Milford Neighborhood Watch thanked Board Member Kelley and Chairman Haney for paying additional attention to the landfill compliance issues.

Justin Zaugg spoke of the progression of odor coming from the landfill and how he believes the landfill is violating the law.

BOARD MEMBER CORRESPONDENCE

7. Board Member Kelley thanked Chairman Haney for organizing the landfill meeting.

Board Member Wescott thanked Chairman Haney for allowing him to speak at the Veterans event and for attending a Burn Society event. A staff member from the Winnebago County Housing Authority saved a tenant who overdosed on heroin.

Board Member Arena spoke of this confusion regarding the land bank policy. He would like to schedule a meeting regarding the land bank to discuss issues before their next meeting. Board Member Arena requested monthly billing from the Sheriff's attorney.

Board Member Webster spoke of the smell coming from the landfill.

CHAIRMAN'S REPORT

8. Landfill – Garbage off Interstate and Smell – Chairman Haney discussed the landfill garbage issue. There will be many discussions on this topic going forward. Chairman Haney spoke of a video from a local news station regarding a garbage truck driving down the street and one of the issues that was identified by the Sheriff and the landfill was the tarp on the truck was not fastened down properly. Chairman Haney announced that IDOT employed many individuals and put in many hours of labor to clean a certain area and the next week it looked like it had never been cleaned. Chairman Haney gives the landfill credit for showing up to a meeting and heard feedback from residents and business owners. More information will come in the future.

1% Public Safety Tax – Chairman Haney announced that he continuously hears “where is the money going?” regarding the 1% Public Safety Tax. The tax increase is audited by Baker Tilley every year. Chairman Haney has been asked to consider having a discussion with external partners in the community over the next couple of months to discuss the 1% Public Safety Tax.

Chairman's Bridge Council – A group of minority leaders that has been put together including Martesha Brown from RACVB, Chief Strategic Initiatives Officer McCall, and Tommy Meeks from the County meet once every month to a month and a half to talk policy and issues specific to our minority community.

Chairman Haney spoke of the Town Hall meeting on Saturday and thanked the Mayor and his team, Rockford University, and the Winnebago County Health Department for helping host the event.

On May 29th and 30th the Family Justice Center will do some strategic planning and there may be an outreach for a County Board Member. Chairman Haney will provide the Board with a flyer.

Winnebago County Opioid Task Force (5 Areas of Focus) – Chairman Haney would like Dr. Martell from the Winnebago Health Department and Coroner Bill Hintz to speak of the progress and challenges regarding the opioid issue locally. Dr. Martell and Chief Bergsten from the fire department put together an Opioid Task Force.

Chairman Haney announced he will email the remainder of the Chairman's Report.

RAVE Board Liaison John Butitta – Chairman Haney thanked Board Member Wescott serving on the Board for several years. Chairman Haney appointed Board Member John Butitta as the RAVE Board Liaison. There will be some strategic budget discussions with RAVE in the next year.

Chamber State of the County: April 25, 2019 (Tebala Event Center, 11:30 pm) – Stacy Mullins will send out an email invite.

Board Member Goral suggested that the Auditor's Office give Board Members information on the 1% sales tax for a better understanding. Discussion by Chairman Haney and Board Member Goral.

ANNOUNCEMENTS & COMMUNICATION

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 84, No. 58 / Tuesday, March 26, 2019 / Notices
 - b. Federal Register / Vol. 84, No. 63 / Tuesday, April 2, 2019 / Notices
 - c. Byron Station, Unit No. 2 – Issuance of Amendment Regarding Use of Accident Tolerant Fuel Lead Test Assemblies (EPID L-2018-LLA-0064)
 - d. Acceptance Review of Braidwood/Byron License Amendment Request to add LCO for Inoperable Snubbers Using TSTF-372-A, Revision 4 (CLIIP)
 - e. Byron Station, Units 1 and 2 – NRC Security Baseline Inspection Report 05000454/2019410; 05000455/2019410
 - B. County Clerk Gummow submitted from Charter Communications letters regarding a name change to the cable franchise, now Spectrum Mid-America, LLC for the Following:
 - a. County of Winnebago
 - b. Township of Roscoe
 - c. Township of Harlem

- d. Township of Rockton
- C. County Clerk Gummow submitted from Charter Communications, locally known as Spectrum, programming notices for the following:
 - a. County of Winnebago
 - b. Township of Roscoe
 - c. Township of Harlem
 - d. Township of Rockton
- D. County Clerk Gummow submitted from Charter Communications the 2018 Cable and Video Providers Annual Complaint Reports for the following:
 - a. County of Winnebago
 - b. Township of Roscoe
 - c. Township of Harlem
 - d. Township of Rockton
- E. County Clerk Gummow submitted from Charter Communications a letter regarding the Quarterly Franchise Fee Payment covering fees from the period of October 1, 2018 to December 31, 2018.
- F. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for April 2019.
- G. County Clerk Gummow submitted from Comcast a letter regarding a monthly increase for Acorn TV.
- H. County Clerk Gummow submitted from Nancy McPherson, Winnebago County Recorder, the Monthly Report for March, 2019.

CONSENT AGENDA

- 10. Chairman Haney entertained a motion to approve the Consent Agenda for April 11, 2019 (Raffle Report, County Board Minutes of March 14, 2019 and to layover the County Board Minutes of March 28, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Nabors. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

- 11. County Administrator Paschal met with the Project Manger regarding the Public Safety Building. There were interviews held with the consultants on April 3rd, options were presented. There will be a recommendation in early May regarding the PSB.

County Administrator Paschal met with R1 Planning regarding the Trustee Program. She reviewed the IGA.

County Administrator Paschal send out an email regarding an Illinois Government Financial Officer luncheon on Tuesday, April 16, 2019 at Tavern on Clark at noon. The Kane County Chairman will be in attendance.

There will be a Finance Committee Meeting next Monday including a Budget Amendment to establish the County Automation Fund, consider a Resolution to terminate the current Trustee Program Agreement, and discussing and hopefully approving the 2020 Budget Policy.

There will be an Operations & Administrative Committee Meeting on Thursday, April 18, 2019 and will present a Resolution for the purchase of Emergency/Non-Emergency Notification System and renew a contract for Uniform Rental Services.

There will be a Personnel and Policies Committee Meeting on Thursday, April 18, 2019 and will present a Resolution regarding the River Bluff Respiratory Care Services.

County Administrator Paschal spoke of the Ordinance for the Annual Host Fee Awards.

County Administrator spoke of the results of the proposed Capital Plan.

Board Member Salgado requested the 1st quarter Financial Report from County Administrator Paschal.

Board Member Fellars had a follow up question regarding the Trustee Program. Discussion by Deputy State's Attorney Kurlinkus and County Administrator Paschal.

Board Member McDonald had a follow up question regarding the 911 Agreement. Discussion by State's Attorney Marilyn Hite-Ross, Chairman Haney and County Administrator Paschal.

DEPARTMENT HEAD UPDATES

12. No Report

REPORTS FROM STANDING COMMITTEES

ECONOMIC DEVELOPMENT

13. Board Member Wescott made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$30,000 from the Revolving Loan Fund to Crust & Crumbles, LLC, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
14. Board Member Wescott read in for the first reading of an Ordinance Adopting Recommendations for 2019 Host Fee Annual and 2018 Annual Recommendations Carryover Allocations. Board Member Wescott made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approve by a unanimous vote of all members present. (Board

Member Schultz was absent.) Board Member Wescott made a motion to approve the Ordinance, seconded by Board Member Bilich. Discussion by Chairman Haney, and Board Members Fellars, Arena, and Goral. Motion was approved by unanimous vote of all members present. (Board Member Schultz was absent.)

15. Board Member Wescott made a motion to approve a Resolution Placing a Moratorium on Long-Term Commitments for One Year from the Host Fee Fund, seconded by Board Member Nabors. Discussion by Chairman Haney, County Administrator Paschal and Board Members Kelley, Goral, Bilich, Crosby, Webster, Hoffman, Fellars, Gerl, Arena, Salgado, Redd. Board Member Boomer called the question, seconded by Board Member Redd. Motion to call the question was approved by a voice vote. Motion to approve the Resolution was approved by a roll call vote of 12 and 7 no votes. (Board Members Booker, Butitta, Crosby, Fellars, Gerl, Kelley, and Redd voted no.) (Board Member Schultz was absent.)

FINANCE COMMITTEE

16. Board Member Salgado read in for the first reading of an Ordinance Abolishing Working Cash Fund and Transferring Balance to Capital Projects Fund to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Member Schultz was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
17. Board Member Salgado made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Extension of an Agreement Between Winnebago County, Illinois and Remedies Renewing Lives, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

ZONING COMMITTEE

18. Board Member Webster made a motion to approve Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural District for property that is commonly known as 42XX Centerville Road in Rockford Township, District 1, seconded by Board Member Nabors. Discussion by Board Members Arena, Webster and Fellars. Motion failed by a unanimous vote of all members present. (Board Member Schultz was absent.)

Board Member Webster announced the next Zoning Committee Meeting will be April 24, 2019.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. Board Member McDonald made a motion to approve an Ordinance Amending Sections of Chapter 62 of the County Code of Ordinances (Vehicle Policy), seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

PUBLIC SAFETY

20. Board Member Booker made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park, Illinois, seconded by Board Member Wescott. Board Member Gerl thanked the partners for making this agreement happen with Machesney Park. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

PERSONNEL AND POLICY COMMITTEE

21. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Chairman of the Winnebago County Board to Extend an Agreement for Consulting Services at River Bluff Nursing Home, seconded by Board Member Wescott. Discussion by County Administrator Paschal and Board Members Crosby, Arena, Goral, Webster, and Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
22. Board Member Fiduccia made a motion to approve an Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman's Duties) – Reconsideration, seconded by Board Member Boomer. Discussion by State's Attorney Hite-Ross and Board Members Boomer and Gerl. Motion was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Kelley, and Nabors voted no.) (Board Member Schultz was absent.)

PUBLIC WORKS

23. No Report.

UNFINISHED BUSINESS

24. NICDC (In-process)
25. Project E (In-process)
26. Flood Related Emergency Purchases (FYI) – Chairman Haney reported there are at least a few flood related expenses relating to the flood that hit hard in Machesney Park and other parts of the County. There were emergency expenses including dumpster related expenses that were purchased on an emergency basis, the County has done this as practice in the past. Chairman Haney thanked the Finance Department, Lisa Eallonardo and County Administrator Paschal for working with the Sheriff's Department and the Health Department.

NEW BUSINESS

27. Chairman Haney read in for the first reading of the Reappointments listed below, to be Laid Over. County Board Member McDonald made a motion to suspend the rules to approve the appointments, as listed below, seconded by Board Member Hoffman. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Schultz were

absent.) County Board Member Fellars moved for the approval of the Reappointments, seconded by Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

Reappointment(s):

Zoning Board of Appeals

May 2018 – May 2023

Janet Klinger

Rockford, IL

Rock River Water Reclamation District

April 2019 – April 2022

Elmer Jones

Rockford, IL

Rock River Water Reclamation District

April 2019 – April 2022

John Sweeney

Rockford, IL

Board of Review

May 2019 – May 2022

Barton Munger

Rockford, IL

Open Meetings Act (Update) – State's Attorney Hite-Ross announced there will be an update at a future Board Meeting.

28. Chairman Haney entertained a motion to adjourn. County Board Member Boomer moved to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. The meeting was adjourned at 8:13 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

ar

ADMINISTRATOR'S REPORT

FINANCE COMMITTEE

2019 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

April 15, 2019

Lay Over:

April 25, 2019

Final Vote:**May 9, 2019****2019 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, 2019 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2019 at its September 27, 2018 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.

2019-022 County Automation Fund

Reason: Statutory research during an internal audit indicated that certain revenue streams historically deposited into the Recorder's Automation Fund are more appropriately deposited into a countywide automation fund. A proposal was made to retroactively correct this issue by transferring \$519,680 to the newly created countywide automation fund from the Recorder's Automation Fund and make the appropriate modifications to the accounting going forward. The \$519,680 represents 50% of the audited 9-30-2018 fund balance was agreed to be a reasonable adjustment by the State's Attorney, County Administrator, County Recorder, County Board Chairman and County Auditor. Additionally \$200,000 of the transferred balance is proposed to be expended from the County Automation Fund in fiscal year 2019.

Alternative: N/A

Impact to fiscal year 2020 budget: None

Revenue Source: Transfer from County Recorder Automation Fund

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Transfer to other funds	40600	49110		\$519,680
Data processing equipment	44900	46586		200,000
Transfer from other funds	44900	39110		(519,680)
		<u>Total Adjustment:</u>		<u>\$200,000</u>

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2019.

ATTESTED BY:

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

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

2019
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		4/15/2019		AMENDMENT NO: 2019-022			
DEPARTMENT:		Recorder Automation		SUBMITTED BY: Carla Paschal			
FUND#:		0106 and 0129		DEPT. BUDGET NO. 40600 and 44900			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
40600	49110	Transfer to other funds	\$0	\$0	\$0	\$519,680	\$519,680
44900	48586	Data processing equipment	\$0	\$0	\$0	\$200,000	\$200,000
Revenue							
44900	39110	Transfer from other funds	\$0	\$0	\$0	\$519,680	\$519,680
TOTAL ADJUSTMENT:						(\$200,000)	(\$200,000)
Reason budget amendment is required:							
<p>Statutory research during an internal audit indicated that certain revenue streams historically deposited into the Recorder's Automation Fund are more appropriately deposited into a countywide automation fund. A proposal was made to retroactively correct this issue by transferring \$519,680 to the newly created countywide automation fund from the Recorder's Automation Fund and make the appropriate modifications to the accounting going forward. The \$519,680 represents 50% of the audited 9-30-2018 fund balance was agreed to be a reasonable adjustment by the State's Attorney, County Administrator, County Recorder, County Board Chairman and County Auditor. Additionally \$200,000 of the transferred balance is proposed to be expended from the County Automation Fund in fiscal year 2019.</p>							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget:							
Revenue Source: <u>Transfer from County Recorder Automation Fund</u>							

R E S O L U T I O N
Of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2019 CR

**RESOLUTION TO TERMINATE DELINQUENT TAX PROGRAM
AGREEMENT WITH DENNIS D. BALLINGER**

WHEREAS, Section E.6. of the Delinquent Tax Program Agreement with Dennis D. Ballinger, the Agreement requires that the County terminate the Agreement by providing a 120 day written notice of intent to terminate the Delinquent Tax Program Agreement; and

WHEREAS, the Winnebago County Board wishes to terminate the Delinquent Tax Program Agreement with Dennis D. Ballinger; and

WHEREAS, the Winnebago County Board wishes to provide a 120 day written notice of the intent to terminate the Delinquent Tax Program Agreement with Dennis D. Ballinger in a form similar to that attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, provide Dennis D. Ballinger a 120 day written notice of the intent to terminate the Delinquent Tax Program Agreement by letter to Dennis D. Ballinger.

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its adoption.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE**DISAGREE**

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois this ____ day of _____, 2019.

ATTESTED BY:

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

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



WINNEBAGO COUNTY

— ILLINOIS —

April 26, 2019

Dennis D. Ballinger
P.O. Box 1452
Decatur, IL 62525

Dear Mr. Ballinger,

Pursuant to Section E.6. of the Delinquent Tax Program Agreement between the County of Winnebago and Dennis D. Ballinger, the County of Winnebago is exercising its right to terminate this agreement as of August 31, 2019.

Sincerely,

Frank Haney,
Winnebago County Board Chairman

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2019 CR

RESOLUTION ADOPTING FISCAL YEAR 2020 BUDGET POLICY

WHEREAS, the County Board wishes to adopt a new budgetary process for use in the 2020 fiscal year; and

WHEREAS, the County Administration has created a process based on sound financial principals for use in the 2020 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it adopts the budgetary process presented by the County Administration for the 2020 fiscal year, a copy of which policy is attached to this Resolution 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 Board Chairman and all County department heads.

Winnebago County Fiscal Year 2020 Budget Policy

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies. In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2020 budget:

Financial Strength – The County Board is committed to improving its financial strength by establishing and implementing sound financial business practices to ensure the services needed and required for public health, safety, judicial, transportation and the development of a thriving workforce and local economy for fiscal year 2020 and beyond are viable by establishing the following budget directives:

- **Status Quo Budget Submittal** – Department and Elected Official Budgets shall be provided by County Administration budget worksheets with existing levels of services provided, unless new funding is identified and available or through a departmental reorganization. There is no guarantee of continued funding levels, and in some instances Departments and Elected Officials may receive less than the current year's appropriation. Department Heads and Elected Officials are strongly encouraged to analyze all services and programs administered by the department/Elected Official for the costs of said services/programs, citizen demand for the services or programs, and if the services and programs are mandated by Federal or State law, or through County Board Ordinances. Department Heads and Elected Officials are also strongly encouraged to review existing and new revenue sources to ensure revenue streams are maximized.

Department and Elected Officials must provide position descriptions and corresponding wages to support the salary line items included in the budget worksheets. There is no guarantee staffing will remain at current levels. Position rosters will be developed to aid in the approval of position replacements.

If a department previously had budgeted items paid from the "County Miscellaneous" department, these amounts should be included in the respective departmental budget in the fiscal year 2020 departmental supplemental requests. Please specify these items were previously paid from the "County Miscellaneous" and provide information to support this.

- **Supplemental Requests** – Department Heads will discuss their supplemental requests (requests exceeding status quo) during their meeting with the County Administrator. A ranking of importance by the department for each request will be noted and compiled into an overall county listing. County Administration and the Finance Department will review all requests and their

rankings, and develop recommendations based on overall need, importance and purpose to the operations of the County in meeting the strategic and financial goals established for the budget. A presentation of the final recommendations, as well as supplemental requests not recommended, will be made to Finance Committee for review, discussion and approval into the new budget. Department Heads and Elected Officials are entitled to address the committee on issues surrounding the recommendations prior to final approval.

- **Federal and State Funded Programs** – In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to off-set the losses. Exceptions will be addressed on a case by case basis.
- **User Fees and Charges** – All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

- **Revenue Estimations** – The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.

- **Consumer Price Index** – Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day to day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. During the budget process, County Administration will present the increases available if the County Board chose to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2020 budget. The Finance Committee will inform the County Administrator of the amount of the levy to include in the budget document.
- **Fund Reserves** –The County Board will strive to maintain a 90-day (3 month) unrestricted fund balance in the General and Public Safety Sales Tax Funds. If the ending audited fund balance drops below the 90 day unrestricted fund balance as of 9/30/XX, an action plan will be developed by the Finance Committee to increase the fund balance to the 90-day level. Instances where an ending audited fund balance (9/30/XX) is above a 180-day goal, a spend down plan will be developed and presented by the Finance Committee and

approved by the County Board to allow for the spending down of the surplus above 180 days.

- **Alternative Service Delivery & Outsourcing** – Many forms of government are looking at new methodologies in providing needed services while controlling costs. The County Board is requesting all Department Heads and Elected Officials to review the cost of service delivery within their departments and to consider other cost saving options. Below is a brief narrative of methods being considered:
 - Outsourcing – the organization utilizes an outside contractor to provide the service. Costs still exist for the organization, but if done correctly should be lower than providing the service with in-house employees.
 - Privatization – the organization sells the operation's assets and walks away from the service responsibility. Eliminates all future cost to the organization.
 - Private/Public Partnership – joint venture where the local unit of government still carries part of the cost, with plans of the private partner taking 100% control at a future date. There is a high level of risk involved in regards to financial stability of private partner. The local unit of government could end up with the total financial burden.
 - Managed Competition – in house employees restructure, innovate, and compete against contractors to provide services under contract. Pros: promotes employee participation, can reduce costs, assists with labor contract negotiations, and addresses sense of employee entitlement. Cons: cannot force on Statutory Offices, requires additional time in tracking outcomes, loss over control of services provided by outside contractor.
- **Wage Adjustments** – The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June.
- **Priorities** – Direction is hereby given to the County Board Chairman and County Administrator and to create the fiscal year 2020 budget with the following priorities:
 - **First** - All mandated services must be budgeted
 - **Second** - All operating necessities (Utilities, IMRF, Health Insurance, Union Contracts, the Correctional Facility, etc.)
 - **Third** – General operating costs to provide services
 - **Fourth** – Non-Union Employee Compensation
 - **Fifth** – Capital Needs of the Organization
 - **Sixth** – Recommended Supplemental Requests
 - **Seventh** – Outside Agency Funding / Local Match to Grants

The pages that follow provide further definitions and guidelines for the development of the fiscal year 2020 budget, and should be considered as directives from the County Board.

Accounting/Auditing

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). A Comprehensive Annual Financial Report (CAFR) shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

Accounting and Financial Reporting Policies

The accounting policies of the County of Winnebago, Illinois will conform to generally accepted accounting principles as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

It shall be the intent of the County to maintain a self-balancing set of accounts on an on-going basis to be closed quarterly. The general ledger will be closed by the Finance department no later than 45 days after month end. The books shall remain open 90 days after the fiscal year end.

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FINANCIAL STRUCTURE

The County's financial structure begins with funds. Each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, as appropriate. Several types of funds are budgeted.

Governmental Funds

Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.

- **General Fund:** The General (Corporate) Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another Fund. A General Fund summary is prepared which lists the amount of General Fund appropriation for all affected departments.
- **Special Revenue Funds:** Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for a specific purpose.
- **Debt Service Fund:** Debt Service Funds are utilized to account for the payment of interest, principal and related costs on the County's general long-term debt.
- **Capital Project Funds:** Capital Project Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

Proprietary Funds

Proprietary Funds are used to account for the County's ongoing organizations and activities, which are similar to those often, found in the private sector.

- **Enterprise Fund:** An Enterprise Fund is used to account for operations, which are financed primarily by user charges.
- **Internal Service Funds:** Internal Service Funds are used to account for the financing of goods and services provided by one department to other departments or agencies of the County on a cost reimbursement basis.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

JOE HOFFMAN

JOE HOFFMAN

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2019.

ATTESTED BY:

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

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

Sponsored by: Jaime Salgado, Committee Chairman

COUNTY BOARD MEETING
APRIL 25, 2019

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2019 CR

RESOLUTION ADOPTING FISCAL YEAR 2020 BUDGET POLICY

WHEREAS, the County Board wishes to adopt a new budgetary process for use in the 2020 fiscal year; and

WHEREAS, the County Administration has created a process based on sound financial principals for use in the 2020 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it adopts the budgetary process presented by the County Administration for the 2020 fiscal year, a copy of which policy is attached to this Resolution 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 Board Chairman and all County department heads.

Winnebago County Fiscal Year 2020 Budget Policy

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies. In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2020 budget:

Financial Strength – The County Board is committed to improving its financial strength by establishing and implementing sound financial business practices to ensure the services needed and required for public health, safety, judicial, transportation and the development of a thriving workforce and local economy for fiscal year 2020 and beyond are viable by establishing the following budget directives:

- **Status Quo Budget Submittal** – Department and Elected Official Budgets shall be provided by County Administration budget worksheets with existing levels of services provided, unless new funding is identified and available or through a departmental reorganization. There is no guarantee of continued funding levels, and in some instances Departments and Elected Officials may receive less than the current year's appropriation. Department Heads and Elected Officials are strongly encouraged to analyze all services and programs administered by the department/Elected Official for the costs of said services/programs, citizen demand for the services or programs, and if the services and programs are mandated by Federal or State law, or through County Board Ordinances. Department Heads and Elected Officials are also strongly encouraged to review existing and new revenue sources to ensure revenue streams are maximized.

Department and Elected Officials must provide position descriptions and corresponding wages to support the salary line items included in the budget worksheets. There is no guarantee staffing will remain at current levels. Position rosters will be developed to aid in the approval of position replacements.

If a department previously had budgeted items paid from the "County Miscellaneous" department, these amounts should be included in the respective departmental budget in the fiscal year 2020 departmental supplemental requests. Please specify these items were previously paid from the "County Miscellaneous" and provide information to support this.

- **Supplemental Requests** – Department Heads will discuss their supplemental requests (requests exceeding status quo) during their meeting with the County Administrator. A ranking of importance by the department for each request will be noted and compiled into an overall county listing. County Administration and the Finance Department will review all requests and their

rankings, and develop recommendations based on overall need, importance and purpose to the operations of the County in meeting the strategic and financial goals established for the budget. A presentation of the final recommendations, as well as supplemental requests not recommended, will be made to Finance Committee for review, discussion and approval into the new budget. Department Heads and Elected Officials are entitled to address the committee on issues surrounding the recommendations prior to final approval.

- **Federal and State Funded Programs** – In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to off-set the losses. Exceptions will be addressed on a case by case basis.
- **User Fees and Charges** – All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

- **Revenue Estimations** – The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.

- **Consumer Price Index** – Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day to day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. During the budget process, County Administration will present the increases available if the County Board chose to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2020 budget. The Finance Committee will inform the County Administrator of the amount of the levy to include in the budget document.
- **Fund Reserves** –The County Board will strive to maintain a 90-day (3 month) unrestricted fund balance in the General and Public Safety Sales Tax Funds. If the ending audited fund balance drops below the 90 day unrestricted fund balance as of 9/30/XX, an action plan will be developed by the Finance Committee to increase the fund balance to the 90-day level. Instances where an ending audited fund balance (9/30/XX) is above a 180-day goal, a spend down plan will be developed and presented by the Finance Committee and

approved by the County Board to allow for the spending down of the surplus above 180 days.

- **Alternative Service Delivery & Outsourcing** – Many forms of government are looking at new methodologies in providing needed services while controlling costs. The County Board is requesting all Department Heads and Elected Officials to review the cost of service delivery within their departments and to consider other cost saving options. Below is a brief narrative of methods being considered:
 - Outsourcing – the organization utilizes an outside contractor to provide the service. Costs still exist for the organization, but if done correctly should be lower than providing the service with in-house employees.
 - Privatization – the organization sells the operation's assets and walks away from the service responsibility. Eliminates all future cost to the organization.
 - Private/Public Partnership – joint venture where the local unit of government still carries part of the cost, with plans of the private partner taking 100% control at a future date. There is a high level of risk involved in regards to financial stability of private partner. The local unit of government could end up with the total financial burden.
 - Managed Competition – in house employees restructure, innovate, and compete against contractors to provide services under contract. Pros: promotes employee participation, can reduce costs, assists with labor contract negotiations, and addresses sense of employee entitlement. Cons: cannot force on Statutory Offices, requires additional time in tracking outcomes, loss over control of services provided by outside contractor.
- **Wage Adjustments** – The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document. The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June.
- **Priorities** – Direction is hereby given to the County Board Chairman and County Administrator and to create the fiscal year 2020 budget with the following priorities:
 - **First** - All mandated services must be budgeted
 - **Second** - All operating necessities (Utilities, IMRF, Health Insurance, Union Contracts, the Correctional Facility, etc.)
 - **Third** – General operating costs to provide services
 - **Fourth** – Non-Union Employee Compensation
 - **Fifth** – Capital Needs of the Organization
 - **Sixth** – Recommended Supplemental Requests
 - **Seventh** – Outside Agency Funding / Local Match to Grants

The pages that follow provide further definitions and guidelines for the development of the fiscal year 2020 budget, and should be considered as directives from the County Board.

Accounting/Auditing

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). A Comprehensive Annual Financial Report (CAFR) shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

Accounting and Financial Reporting Policies

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FINANCIAL STRUCTURE

The County's financial structure begins with funds. Each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, as appropriate. Several types of funds are budgeted.

Governmental Funds

Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.

- **General Fund:** The General (Corporate) Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another Fund. A General Fund summary is prepared which lists the amount of General Fund appropriation for all affected departments.
- **Special Revenue Funds:** Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for a specific purpose.
- **Debt Service Fund:** Debt Service Funds are utilized to account for the payment of interest, principal and related costs on the County's general long-term debt.
- **Capital Project Funds:** Capital Project Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

Proprietary Funds

Proprietary Funds are used to account for the County's ongoing organizations and activities, which are similar to those often, found in the private sector.

- **Enterprise Fund:** An Enterprise Fund is used to account for operations, which are financed primarily by user charges.
- **Internal Service Funds:** Internal Service Funds are used to account for the financing of goods and services provided by one department to other departments or agencies of the County on a cost reimbursement basis.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

JOE HOFFMAN

JOE HOFFMAN

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2019.

ATTESTED BY:

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

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
April 25, 2019

Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-02-19 A map amendment to rezone +/- 3.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District, requested by Scott Fischer, property owner, for property that is generally located west of 7625 Pomeroy Road in Shirland Township.
PIN: Part of PIN: 02-23-400-015 C.B. District: 2
Lesas Rating: Very High Consistent W/2030 LRMP – Future Map: NO
ZBA Recommends: *Denial (2-4)*
ZC Recommends: *TBD*
2. V-01-19 A variation to increase the number of permitted freestanding signs from one (1) freestanding sign per street frontage to two (2) freestanding signs per street frontage requested by Samuel Darby, on behalf of Westminster Presbyterian Church, for property that is commonly known as 2821 N. Bell School Road in Rockford Township.
PIN: 12-11-401-005 C.B. District: 8
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: *Approval with conditions (5-1)*
ZC Recommends: *TBD*
3. SU-02-19 A special use permit for an Outdoor Storage Yard in the CC, Community Commercial District, requested by AJR5, Inc. dba Rockton Mini Storage, property owner, represented by Jared Ruper, project manager, for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township.
PIN: 03-26-400-002 C.B. District: 2
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: *Approval with ZBA conditions (6-0)*
ZC Recommends: *TBD*
4. V-02-19 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 storage yard, requested by AJR5, Inc. dba Rockton Mini Storage, property owner, represented by Jared Ruper, project manager, for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township.
PIN(s): 03-26-400-002 C.B. District: 2
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: *Approval with ZBA conditions (6-0)*
ZC Recommends: *TBD*

TO BE VOTED ON: NONE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
April 25, 2019

5. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*):
- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **May 8, 2019**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **May 22, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

OPERATIONS & ADMINISTRATIVE COMMITTEE



Executive Summary

Date: April 18, 2019
To: Operations and Administrative Committee
Prepared by: WinCo DoIT & Purchasing Department
Subject: Emergency/Non-Emergency Notification System Services

Background:

The current County ENS/NENS system is called CityWatch and is supplied by Avtex Solutions. This system has been operating 10+ years and is an on-site hosted solution. The system is end of life and is no longer supported as of October 2018. Since Avtex Solutions was acquired by Onsolve, WinCo DoIT has been maintaining the system. The current system could fail at any time and become unusable, whereas notifications for flooding, train derailments, chemical spills, closures, active shooters, Orders for Protection and other ENS / NENS events will no longer be possible.

During the latter part of 2018 and early 2019, DoIT's Gus Gentner and Dan Magers performed a review of various cloud based Software as a Service (SaaS) ENS/NENS providers. The focus was on four vendors on the General Services Administration contract schedule of approved Government vendors: CivicPlus, CodeRed, AT&T Global Smart Messaging and Everbridge - all leaders in the ENS / NENS space.

Recommendation:

DoIT recommends a cloud based solution, and CivicPlus is an immediate, multi-channel, API integrated communication solution. This solution will allow the County to reach the citizens, visitors and employees, no matter where they are in the County. Whether communicating routine or emergency news, CivicPlus will allow us, to within seconds, alert recipients with actionable information using a single interface, easily amplifying the reach of time-sensitive messages. From automated messaging to powerful mobile apps, CivicPlus offers flexibility to allow the County to quickly create and distribute news and information, whether it is in response to a local crisis, or simply a routine or internal communication. CivicPlus GSA contract number is GS-35F-0124U.

Staff Follow-Up:

Purchasing Department will route for signatures, the CivicPlus service agreement with the COUNTY OF WINNEBAGO (**Exhibit A**). DoIT will issue a PO, yearly to CivicPlus. Fully Executed Vendor Agreement will be filed with executed Resolution in the Clerk's Office.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations and Administrative Committee

2019 CR

RESOLUTION AWARDING EMERGENCY/NON-EMERGENCY NOTIFICATION SYSTEM AGREEMENT

WHEREAS, the County of Winnebago currently operates CityWatch, an unsupported and end-of-life emergency / non-emergency notification system that requires replacement; and

WHEREAS, since activation over ten years ago, CityWatch has served as the mass notification system for Winnebago County for both emergency and non-emergency notification needs; and

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, provider, CivicPlus, Inc., is under the Federal General Services Administration (GSA) contract #GS-35F-0124U which provides for the lowest contracted annual rates available; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Exhibit A - GSA contract agreement and Exhibit B - multiyear services pricing, received for the aforementioned services and recommends awarding the agreement as follows:

Emergency / Non-Emergency Notification System Services

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

19500-42491

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute a five (5) year agreement with CIVICPLUS, INC. 302 SOUTH 4th STREET SUITE 500, MANHATTAN, KANSAS 66502, in substantially the same form as that attached hereto as Resolution Exhibit A, for annual amounts of \$48,600 for year one, \$40,000 for year two, \$41,200 for year three, \$42,436 for year four, and \$43,709 for year five.

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 Chief Information Officer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2019.

ATTESTED BY:

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

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



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	65	\$8,830.90
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	54	\$7,099.92
Graphic Designer	\$109.57	15	\$1,643.55
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	177	\$19,393.89
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	147	\$11,854.08
Subtotal			\$48,822.34
Discount			(\$222.34)
Total First Year Fee			\$48,600.00

CivicReady	First Year Fees	Annual Services*
CivicReady Implementation – Implementation – Solution implementation includes portal customization, website embeds, data import and web-based training.	\$8,600	N/A
CivicReady – Mass Notification -Solution hosting -Unlimited access for an unlimited number of admins, users and groups -Unlimited SMS, Voice Call, Email and Social Media notifications with supported multi-media -Unlimited quick launch templates -ESRI integrated mapping tools -Ad-Hoc Messaging -Notification test environment -Two-way Communication via email and SMS	\$40,000	\$40,000
Automated Alerts Automated Alerts received from the National Weather Service and dispersed to subscribers by geo-location.	Included	Included
IPAWS Access to the Integrated Public Alert and Warning System to disperse emergency notifications via EAS, WEA, NOAA weather radios and various internet services.	Included	Included



Conference Bridge Instantly connect decision makers to one another on a unified call to enable urgent next step planning during a crisis.	Included	Included
Mobile App Accessible to citizens and administrators and users. Citizens receive emergency and routine notifications via push notification while administrators launch the notifications from anywhere.	Included	N/A
Two-Way Communication/IVR Leverage voice alerts to conduct polling and surveys for effective two-way communication with internal groups and teams.	Included	Included
Residential Database Verified residential contact records including names, addresses and phone numbers to leverage during emergency communications.	Included	Included
Support – Q&A, troubleshooting and user assistance. Emergency support is 24/7/365.	Included	Included
Training and Consultation – Custom dedicated training for organization employees via web-based conferencing.	Included	Included
Online Resources – Online group training via video demo or webinar. Demonstrative video library available 24/7 to each user.	Included	Included
Total	\$48,600	\$40,000*

*Pricing tier assigned based on user and support requirements. Recurring subscription pricing is subject to normal product pricing changes not to exceed an increase of 3% per year. CivicPlus hereby provides limited license to Client to utilize CivicReady software (the “Service”) for the term of this SOW #1 In consideration of the payments described herein, Client shall be responsible for all activity occurring under Client’s account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW #1. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.

1. Performance and payment under this Statement of Work (“SOW”) by and between Winnebago County, Illinois (“Client”) and CivicPlus (“CivicPlus”) shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.
2. This SOW #1 shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days’ notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The First Year Fees shall be invoiced upon signing of this SOW #1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services are subject to a 3% annual increase beginning in the second year of service.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

CivicReady Functionality

6. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet- hosted software application. Client’s database(s) shall be limited to containing contact data located within the geographic boundaries



of Winnebago County, IL. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

7. CivicReady Appropriate Use of Service
8. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
9. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.
10. CivicReady Security and Confidentiality
11. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third-party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third-party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.
12. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

13. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

14. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

15. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
16. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties



17. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

Internet Delays

18. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Ownership & Content Responsibility

19. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
20. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
21. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

Intellectual Property

22. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
23. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

24. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Indemnification

25. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this SOW, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this SOW.

Exhibit A.1 Page 4 of 5



This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

26. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
27. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
28. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Client

By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____



TO: Winnebago County, IL
FROM: Mike Sutton
DATE: March 1, 2019
RE: GSA Contract – CivicReady Mass Notifications

Each year of your contract, you'll receive **CivicReady** upgrades, hosting, maintenance and support so your solutions stays secure and up-to-date with our latest features and functionality. Annual services also include web-based training, 24/7/365 live emergency support and online help resources. Annual Services are subject to a cumulative annual 3% technology fee increase beginning year 3 and beyond.

Winnebago County GSA Pricing Schedule:

Year 1:	\$48,600
Year 2:	\$40,000
Year 3:	\$41,200
Year 4:	\$42,436
Year 5:	\$43,709

This includes UNLIMITED messaging for the entire Winnebago County, IL population, regardless of increase year after year.





Executive Summary

Date: April 18, 2019
To: Operations & Administrative Committee
Prepared by: Purchasing Department
Subject: Uniform Rental Services Contract

County Code: Winnebago County Purchasing Ordinance

Background:

The Purchasing Department went out for Bid #16-2082 in the Fall of 2016 for a Uniform Rental Services contract. The bid allowed for a one-year contract with three (3) one-year additional optional renewals, not to exceed four years in total.

There were a total of two bidders, with Aramark being the lowest responsible bidder. Through a November 2016 Board Resolution, Aramark was awarded a one-year contract. The contract was renewed for a second year, and the current renewal will be for the remainder of the contract term.

Recommendation:

The Winnebago County Facilities, Highway, and Health Departments, are all very satisfied with the performance of Aramark and are recommending renewing the contract through the final renewal term of the contract, ending November 30, 2020.

Aramark has agreed to hold their pricing through the remaining term period.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: www.WinColl.us

It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations & Administrative Committee

2019 CR

**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY PURCHASING DEPARTMENT TO
RENEW CONTRACT FOR UNIFORM RENTAL SERVICES**

WHEREAS, Winnebago County Facilities, Highway Department and Health Department have multi-year contract, 16-2082, for Uniform Rental Services with Aramark Uniform Services that was bid in 2016; and

WHEREAS, per the terms, the contract is up for its contract renewal period; and

WHEREAS, Winnebago County Facilities, Highway Department and Health Department and Aramark Uniform Services have agreed the pricing shall remain the same through the contract renewal period until November 30, 2020; and

WHEREAS, the Operations and Administration Committee has determined that the funding for the aforementioned services shall be as follows:

VARIOUS - 43960

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, the contract with Aramark Uniform Services, 115 North First Street, Burbank, CA 91502 for Uniform Rental Services will be renewed, by the Director of Purchasing, through November 30, 2020.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, County Engineer, Public Health Administrator, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2019.

ATTESTED BY:

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

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

WINNEBAGO COUNTY

Purchasing Department

County Administration Building
404 Elm Street, Room 202
Rockford, Illinois 61101



Roman Gray, Director
Phone (815) 319-4380
Fax (815) 319-4381

November 18, 2016

Mr. Bob Sandlin
Aramark Uniform & Career Apparel, LLC
115 North First Street
Burbank, CA 91502

Dear Mr. Sandlin,

This letter is to inform you that the County Board has accepted your Uniform Rental Bid (Bid #16-2082) that was submitted on October 25, 2016 and Aramark has been awarded this contract. The new contract will begin on December 1, 2016. This contract is for one (1) year with four (1) year options.

We are pleased to continue our partnership with your company. If you should have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Roman Gray", is written over the word "Sincerely,".

Roman Gray
Director of Purchasing

V

BID FORM

TO: Roman Gray, Director of Purchasing
C/O County Board of the County of Winnebago
404 Elm Street, Room 202
Rockford, Illinois 61101

DATE: 10-24-16

The undersigned declares he has carefully examined the requirement, information sheet, detailed specifications and bid form. In addition, declares that this bid is made without any connection with any person making another bid, that the bid is in all respects fair and without collusion or fraud, that no member of the Winnebago County Board or other officer of the County, or any person in the employ of the County is directly or indirectly interested in this bid, or in any portion of the profits thereof.

CLOTHING	CURRENT MATERIAL	Price Per Piece	Replacement Value
1. Counter Coat - Button Front Counter Coat	5-oz, 100% Spun Lightweight Polyester Poplin	\$ 0.21	\$ 21.00
2. Counter Coat - Snap Front Counter Coat	5-oz, 100% Spun Polyester Poplin	\$ 0.21	\$ 21.00
3. Jacket - Hip-Length Three-Season	7.5oz, 65% Polyester/35% Cotton Twill	\$ 0.22	\$ 36.00
4. Jeans - Dickies Carpenter	14-oz, 100% Cotton Denim	\$ 0.28	\$ 28.00
5. Jeans - Dickies Duck Carpenter	10-oz, 75% Cotton/25% polyester duck	\$ 0.28	\$ 28.00
6. Jeans - Heavyweight	14-oz, Cotton Denim	\$ 0.25	\$ 28.00
7. Lab Coat - Men's Button-Front	5-oz, 100% Spun Polyester	\$ 0.17	\$ 17.00
8. Lab Coat - Men's Pocketless Snap-Front	5-oz, 100% Spun Polyester	\$ 0.17	\$ 17.00
9. Pants - Dura-Press Cotton Work Pants	8.5-oz, 100% Cotton Twill	\$ 0.22	\$ 22.00
10. Pants - Pleated Work Pants	8-oz, 65% Polyester/35% Cotton Blend Twill	\$ 0.15	\$ 18.50
11. Pants - Work Pants	8-oz, 65% Polyester/35% Cotton Blend Twill	\$ 0.15	\$ 18.50
12. Shirt - Denim Shirt, Long Sleeve	Prewashed 6.5-oz, 100% Cotton Denim	\$ 0.20	\$ 20.00
13. Shirt - Denim Shirt, Short Sleeve	Prewashed 6.5-oz, 100% Cotton Denim	\$ 0.20	\$ 20.00
14. Shirt - Dura-Press Cotton Work Shirt, Long Sleeve	6-oz, Dura-Press 100% Cotton Twill	\$ 0.14	\$ 18.50
15. Shirt - Dura-Press Cotton Work Shirt, Short Sleeve	6-oz, Dura-Press 100% Cotton Twill	\$ 0.14	\$ 18.50
16. Shirt - Executive Oxford, Long Sleeve	Yarn-Dyed, 4.5-oz, 60% Cotton/40% Polyester	\$ 0.15	\$ 16.00
17. Shirt - Shadow Check Polo	5.46-oz, 100% Polyester	\$ 0.20	\$ 28.94
18. Shirt - Striped Work Shirt, Long Sleeve	65% Polyester/35% Cotton, Soil Release Fabric	\$ 0.15	\$ 16.00
19. Shirt - Striped Work Shirt, Short Sleeve	65% Polyester/35% Cotton, Soil Release Fabric	\$ 0.15	\$ 16.00

**BID FORM
(CONTINUED)**

MISCELLANEOUS ITEMS

	Price Per Piece	Replacement Value
20. TOWEL - Bath Towels - 22" x 44"	\$.085	\$ 1.50
21. TOWEL - Standard Bar Towels - 16" x 19"	\$.04	\$ 1.00
22. TOWEL - Standard Bar Towels - 24" x 50"	\$.15	\$ 1.00
23. TOWEL - Standard Massage Towels - 16" x 27"	\$.06	\$ 1.00
24. TOWEL - Shop Towels - 18" x 18"	\$.025	\$.25
25. TOWEL - Shop Towels - 18" x 30"	\$.050	\$.30
26. Laundry Bag	\$.01	\$.25
27. Clean Uniform Locker	\$ n/c	\$ 150.00
28. Soiled Uniform Locker	\$ n/c	\$ 150.00

EMBROIDERY

29. Employee Name	\$ 0
30. County Name	\$ 0
31. Monogram Set-Up Cost	\$ 0
32. Prep Charge	\$ 0
33. Cost Per Item	\$ 0

Received Addendum: _____ of _____.

Company Information:

Female Business Enterprise (FBE) Yes _____ No X

Small Business Enterprise (SBE) Yes _____ No X

Minority Business Enterprise (MBE) Yes _____ No X

If yes, check the following boxes that apply:

Black/African American _____ Hispanic _____

Native American or Alaskan Native _____ Asian American _____

Type of Organization:

Individual _____ Partnership _____ Corporation X Other _____

V

**BID FORM
(CONTINUED)**

SIGNATURE _____



DATE 10/20/16

PRINT/TYPE SIGNATURE DEAN SCALIA, DIRECTOR OF BUSINESS PLANNING

CONTACT PERSON BOB SANDLIN

COMPANY ARAMARK UNIFORM & CAREER APPAREL, LLC

ADDRESS 115 NORTH FIRST STREET

CITY, STATE, ZIP BURBANK, CA 91502

TELEPHONE NO. 818-973-3860

FAX NO. 818-973-3793

E-MAIL NO. SANDLIN-BOB@ARAMARK.COM

FEIN NO. 23-2816365

**SEE ATTACHED EXHIBIT A FOR EXCEPTIONS TO THE TERMS, CONDITIONS
AND/OR SPECIFICATIONS DESCRIBED IN THE REQUEST FOR BID OR PROPOSAL**

EXHIBIT A

BIDDER'S EXCEPTIONS TO COUNTY OF WINNEBAGO

BID NO. 16-2082

This Exhibit A contains certain additional provisions and exceptions to the terms and conditions of the Instructions and Specifications for Uniform Rental requested by Aramark Uniform Services ("Bidder"), and made part of Bidder's proposal to provide uniforms and related services to the County of Winnebago (the "County") set forth in the Call For Bids, Bid No. 16-2082 (the "CFB"). Bidder reserves the following rights, takes exception to, and/or does not accept the following terms, conditions and specifications of the CFB:

1. **Bidder's Reservation of Right to Negotiate Terms.** If Bidder's proposal is accepted and determined by County to merit an award, Bidder respectfully requests and reserves the right to negotiate County's terms, and any scope of work, statement of work, purchase order or other documents that will govern the parties' relationship (collectively, the "Agreement"). If awarded the bid, Bidder understands that the parties would enter into an Agreement, in a form containing substantially similar terms to those in the CFB provided by County. It is Bidder's understanding that only terms in such a definitive Agreement signed by both parties would control the relationship going forward. Notwithstanding the foregoing, Bidder's pricing submitted with Bidder's response shall be binding for 60 days from the closing date of the bid, as required in the CFB.

RESPECTFULLY SUBMITTED:

A handwritten signature in blue ink, appearing to read "Dean Scalia", written over a horizontal line.

Dean Scalia, Director of Business Planning

Dated: October 20, 2016

**PERSONNEL &
POLICIES
COMMITTEE**



Executive Summary

Date: April 18, 2019
To: Personnel & Policies Committee
Prepared by: Purchasing Department

Subject: Agreement for Respiratory Care Services for River Bluff Nursing Home
County Code: Winnebago County Purchasing Ordinance

Background:

River Bluff Nursing Home currently has a contract with Genesis Rehab for Therapy Services. Genesis Rehab does not have a respiratory therapist, so they are not able to provide respiratory services to residents.

RBNH is in need of a provider to supply these vital services, as a way to treat residents with chronic respiratory issues, in addition to, educating nursing staff on respiratory problems.

Pulmonary Exchange Ltd. is a provider that offers respiratory care and consulting services, as well as, all of the necessary equipment and supplies.

Contract Agreement Period:

One-year contract with the opportunity to renew for one additional year, if the vendor's performance and rates are determined to be satisfactory.

Recommendation:

The Director of Nursing, Star Maizonet, recommends Board approval of Resolution authorizing the Chairman of the County Board to Execute a Respiratory Care Services Agreement for River Bluff Nursing Home with Pulmonary Exchange, Ltd.

Staff Follow-Up:

Purchasing Department will route for signatures, the vendor service agreement (**Resolution Exhibit A**). Fully Executed Vendor Agreement will be filed with the executed Resolution in the Clerk's Office.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Personnel and Policies Committee

2019 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO
COUNTY BOARD TO EXECUTE A RESPIRATORY CARE SERVICES AGREEMENT
FOR RIVER BLUFF NURSING HOME**

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility dedicated to serving the residents of Winnebago County; and

WHEREAS, the County of Winnebago has a requirement to contract with a respiratory care consulting service provider at River Bluff Nursing Home in order to provide pulmonary care, equipment and supplies for residences; and

WHEREAS, Pulmonary Exchange Ltd. is in the business of providing respiratory care, consulting services, equipment and supplies to health care facilities, such as River Bluff Nursing Home; and

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Respiratory Care and Consulting Services, Equipment and Supplies with Pulmonary Exchange Ltd., as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends contracting with Pulmonary Exchange Ltd. under the terms set forth in the 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 Agreement for Respiratory Care and Consulting Services, Equipment and Supplies with Pulmonary Exchange Ltd., in substantially the same form as contained in 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 Winnebago County Auditor, County Administrator, County Board Office, Director of Purchasing, Finance Director and River Bluff Nursing Home Administrator.

Respectfully submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2019.

FRANK HANEY

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

Attested by:

LORI GUMMOW

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

AGREEMENT FOR RESPIRATORY CARE CONSULTING SERVICES, EQUIPMENT and SUPPLIES

This Agreement made as of February 12, 2019, by and between

River Bluff Nursing Home 4401 N. Main Street Rockford, IL 61103

herein after referred to as “The Facility” and Pulmonary Exchange, Ltd., a for profit corporation, hereinafter referred to as “PEL/VIP”

Whereas, “The Facility” has a need for qualified respiratory care practitioners, equipment and supplies to provide consulting, educational, staffing services, equipment sales, equipment rentals and supply sales, which include, but are not limited to, patient assessments, staff evaluations and in-services education to its patients and staff.

Whereas, “The Facility” has a need for the use of the “PEL/VIP” written *Respiratory Patient Care Policy and Procedures Manual and agrees that this manual is the sole property of “PEL/VIP” and the use of this manual by “The Facility” will only be allowed while this Agreement is in effect, and only at specific “The Facility” listed on this contract.

Whereas, “PEL/VIP” is in the business of providing qualified respiratory care practitioners, equipment and supplies to provide consulting, education, staffing services, equipment sales, equipment rentals and supply sales in the State where services are to be performed.

Now, therefore, in consideration of the premises and mutual covenants contained herein, it is agreed as follows:

1. **Scope of Agreement.** “PEL/VIP” agrees to provide “The Facility” with Respiratory Practitioners ("Practitioners") along with equipment and supplies as needed, to perform Respiratory Care Services ("Services"), for such patients of “The Facility” at “The Facility”. “The Facility” retains the absolute right to accept or reject any individual Practitioners, equipment or supply item assigned to “The Facility” pursuant to this Agreement.
2. **Qualifications.** Personal- “PEL/VIP” agrees and warrants that each Practitioner shall at all times during the term of this Agreement, maintain all state and federal licenses, registrations, and certifications required of Practitioners providing services in the State that “The Facility” is located. Upon request, “PEL/VIP” shall provide “The Facility” with current copies of all required professional licenses, registrations, certifications and memberships of each Practitioner.

Equipment and Supplies – “PEL/VIP” will perform preventative and routine

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Forms to be used may be copied for current work needs within your facility only. The term of use of this Respiratory Patient Care Policy and Procedures Manual and/or C.A.R.E. Policy Manual and/or Re-Hospitalization Intervention Program is governed by your active status as a client/customer of Pulmonary Exchange, Ltd. Once you actively discontinue your services provided by Pulmonary Exchange, Ltd., you are required to return this manual in whole. This document itself may not be modified in any way, such as by removing the copyright notice or references to Pulmonary Exchange, Ltd or PEL/VIP or PEL/VIP Medical Staffing or its programs without prior written consent)

maintenance of facility owned equipment, in accordance with the manufacturer's recommendations.

3. **Services.** Services, Equipment and supplies shall be provided only at the request of "The Facility" and under the direction of the "The Facility" general manager or supervisor and "PEL/VIP" Practitioners shall abide by and be subject to all of "The Facility" policies, procedures, rules and regulations while performing services for "The Facility".

"PEL/VIP" Services that can be performed under this contract:

General Per Request Services

(Please check appropriate services)

- ☒ I. Consultation on patient care – (See pricing schedule A- Attached)
- ☒ II. Education/In-servicing of Facility Staff – (See pricing schedule A - Attached)
- ☒ III. Respiratory Care Supplies and Equipment (See pricing schedules B and C - Attached)

Specialized Programming

(Requires an added signed addendum)

- ☐ IV. Oxygen and Equipment (with acceptance of addendum O)
- ☐ V. C.A.R.E. Pulmonary Rehabilitation Program© (with acceptance of addendum P)
- ☐ VI. C.A.R.E. Adult Ventilator Program© (with acceptance of addendum V)
- ☒ VII. PEL/VIP Re-Hospitalization Intervention Program (with acceptance of addendum A)
- ☐ VIII. PEL/VIP Equipment Compliance Program (with Acceptance of Addendum E)
- ☐ IX. PEL/VIP Respiratory Complex Patient Program (with Acceptance of Addendum R)

Any specialized programming (V, VI, VII, VIII, IX) can only be offered when "PEL/VIP" is providing you with services I and II. All specialized programming consists of a regular specialized programming days and pre-scheduled hours. The schedule and amount of these hours will be agreed upon by both parties and listed in corresponding addendum.

4. **Patient Records.** Each Practitioner shall write clinical and progress notes in accordance with "The Facility" policies. All patient records, including information and notes added by the Practitioners whose services are provided by "PEL/VIP" hereunder, shall be the property of "The Facility". "PEL/VIP" agrees to maintain and to cause each Practitioner to maintain the confidentiality of patient information and medical records and agrees not to disclose any such information or records to any third party without the prior written consent of "The Facility".

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5. **Insurance.** “PEL/VIP” shall maintain the following coverages to cover “PEL/VIP’S” operations and employees:

- 1) Commercial General Liability
\$1,000,000 Each Occurrence
\$3,000,000 Aggregate
- 2) Professional Liability
\$1,000,000 Each Occurrence
\$3,000,000 Aggregate
- 3) Business Auto
\$1,000,000 Combined Single Limit Bodily Injury Property Damage
- 4) Workers Compensation – Statutory
- 5) Employers Liability
\$1,000,000 Each Accident
\$1,000,000 Disease Employee
\$1,000,000 Disease Policy Limit

“PEL/VIP” will maintain coverage for a minimum of one year after termination of the Agreement.

6. **Employment Relationship.** Each Practitioner provided under the terms of this Agreement shall be the employee of “PEL/VIP” and shall not be considered the employee of “The Facility”. “PEL/VIP” assumes entire responsibility for the acquisition, payment of and shall keep in force during the term of the Agreement, worker's compensation insurance, and any other applicable benefit, for each Practitioner. In addition, “PEL/VIP” shall be responsible for the payment of unemployment compensation contributions and all employment taxes as they relate to the Practitioner. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder for the purpose of effecting the provisions of this Agreement. It is also agreed that this Agreement does not create a “partnership” or “joint venture” between these parties.

7. **Period of Agreement.** The term of this Agreement shall be for a period one year from the effective date of initial term but may be cancelled by either party, with or without cause, upon (30) days written notice. Thereafter, this Agreement may be renewed for successive one (1) year terms on any annual renewal date, and upon mutual consent of the parties, In the event that the parties shall mutually agree in writing, this Agreement may be terminated upon such terms and conditions on the date as stipulated therein. If this Agreement is terminated by either party with or without cause or in the event that the other party shall default in the performance of any material covenant, Agreement, term or duty as provided for in this Agreement, and such default shall continue for a

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Forms to be used may be copied for current work needs within your facility only. The term of use of this Respiratory Patient Care Policy and Procedures Manual and/or C.A.R.E. Policy Manual and/or Re-Hospitalization Intervention Program is governed by your active status as a client/customer of Pulmonary Exchange, Ltd. Once you actively discontinue your services provided by Pulmonary Exchange, Ltd., you are required to return this manual in whole. This document itself may not be modified in any way, such as by removing the copyright notice or references to Pulmonary Exchange, Ltd or PEL/VIP or PEL/VIP Medical Staffing or its programs without prior written consent)

period of thirty (30) days without cure after written notice thereof is provided to the other party stating the specific default. (NOTE: Non-use of services for 30 days may constitute a default.) This Agreement may be terminated for cause by the non-defaulting party in the event that either shall apply for or consent to the appointment of a receiver, trustee or liquidate, or file a voluntary petition in bankruptcy or admit in writing its inability to pay its debt as they become due, or make a general assignment for the benefit of creditors, or file a petition or answer seeking reorganization or arrangement with creditors, or take advantage of any insolvency law. Further, this Agreement may be terminated for cause if any license, permit, or approval required for the operation "The Facility" or "PEL/VIP" cannot be obtained or is at any time suspended. Upon termination of this Agreement all "PEL/VIP" Forms, Procedure Manuals, C.A.R.E. Programs, specialized programming tools and/or forms etc, will be returned to "PEL/VIP" and not be available for use outside of this Agreement. All materials provided under this contract by "PEL/VIP" are the property of "PEL/VIP" and fully protected under copyright law from use outside of this contract.

8. Financial Requirements

- 8.1. "PEL/VIP" will bill in accordance with the fee schedule set forth in addendum. In the event of a change in the rate, "PEL/VIP" will notify "The Facility" 30 days prior to the effective date of such change.
- 8.2. "The Facility" agrees to pay for services rendered (as per schedule A) to "PEL/VIP" within 30 days of receipt of invoice from "PEL/VIP". Any amount not paid by the "The Facility" within 30 days is subject to a late charge of 1.5% multiplied by the outstanding balance. If an amount goes unpaid for a period of more than 120 days from the date of invoice, the late charge will be increased to 3%.
- 8.3. In the event payment is NOT made in accordance with this Agreement, "PEL/VIP" reserves the right to discontinue any and all services upon ten (10) days prior written notice.
- 8.4. In the event the contract is cancelled by either party as stated in number 7 of this Agreement, all outstanding monies will be paid to "PEL/VIP" prior to the last day of service as stated in the written notice. If account is not paid in full as of midnight of the final day of contract, account will be sent to collection and all outstanding amounts will begin to accrue a daily late charge equal to \$100 per day or .01% late charge, whichever is greater.
- 8.5. If collection or litigation is required to collect any unpaid balance, all fees will be paid for to the prevailing party.

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Forms to be used may be copied for current work needs within your facility only. The term of use of this Respiratory Patient Care Policy and Procedures Manual and/or C.A.R.E. Policy Manual and/or Re-Hospitalization Intervention Program is governed by your active status as a client/customer of Pulmonary Exchange, Ltd. Once you actively discontinue your services provided by Pulmonary Exchange, Ltd., you are required to return this manual in whole. This document itself may not be modified in any way, such as by removing the copyright notice or references to Pulmonary Exchange, Ltd or PEL/VIP or PEL/VIP Medical Staffing or its programs without prior written consent)

9. Change of Ownership

9.6. “The Facility” is required under this Agreement to notify “PEL/VIP” of any ownership change of “The Facility”, more than thirty (30) days before the effective change date.

9.7. Change of ownership includes, but is not limited to:

9.7.1. Acquisition, by another entity of fifty percent (50%) or more of “The Facility” assets, or fifty percent (50%) or more of the facilities outstanding stock.

9.7.2. Merger of “The Facility” into another entity causing “The Facility” to no longer exist.

10. **Access to Records.** In order to comply with Social Security Act, “PEL/VIP” agrees to make available, upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General or any duly authorized representatives, this Agreement, and any other books, records and documents that are necessary to certify the nature and extent of costs incurred by “The Facility” for Service under Medicare, Medicaid or other reimbursement programs. The obligation of “PEL/VIP” to make records available shall extend for four (4) years after the furnishing of the last Services under this Agreement.

11. **Nondiscrimination.** “PEL/VIP” will provide services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment, physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991 ("ADA"). “PEL/VIP” recognizes that as a governmental contractor, “The Facility” is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors.

12. **HIPAA Compliance.** -See Addendum H -Attached.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws if the state of Illinois, without reference to the principles of conflicts of law. The parties hereto agree to the jurisdiction and proper venue of the courts the state of Illinois and the United States District Court for the Northern District of Illinois and waive any claim that such court is an inconvenient forum for the resolution of disputes.

14. **Limited license to use copyrighted forms in electronic format.**

*(The compilation of the documents creating the manual and the documents contained in the manual are copyrighted as a compilation. Forms to be used may be copied for current work needs within your facility only. The term of use of this Respiratory Patient Care Policy and Procedures Manual and/or C.A.R.E. Policy Manual and/or Re-Hospitalization Intervention Program is governed by your active status as a client/customer of Pulmonary Exchange, Ltd. Once you actively discontinue your services provided by Pulmonary Exchange, Ltd., you are required to return this manual in whole. This document itself may not be modified in any way, such as by removing the copyright notice or references to Pulmonary Exchange, Ltd or PEL/VIP or PEL/VIP Medical Staffing or its programs without prior written consent)

- 14.1. “PEL/VIP” hereby grants “The Facility” a limited, non-exclusive license to convert to electronic format for use with “PEL/VIP” specialized programming the previously provided copyrighted “PEL/VIP” forms. If this conversion to electronic format results the removal of the copyright symbols or statements on the forms, then “The Facility” shall take reasonable measures under the circumstances to inform users that the forms are copyrighted by “PEL/VIP” and may not be otherwise copied or distributed.
- 14.2. This limited license and the electronic format is governed by the contract between “PEL/VIP” and “The Facility” and is effective only as long as “The Facility” maintains its active status as a client/customer of Pulmonary Exchange, Ltd. Once “The Facility” actively discontinue the services provided by Pulmonary Exchange, Ltd., this limited license shall terminate and “The Facility” must remove the electronic forms from its system and discontinue the use of any program-specific “PEL/VIP” copyrighted form.

15. General Provisions:

- 15.3. This Agreement may not be assigned or sub-contracted in whole or in part, by either party.
- 15.4. No waiver by either party or any breach on the part of the other party or any right or remedy Incident thereto shall constitute a continuing waiver or waiver of any other outreach or right remedy incident thereto.
- 15.5. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of appropriate jurisdiction, then such unenforceable or invalid provision shall be deemed to negate that provision of this contract and the remaining contract shall remain in full force and effective.
- 15.6. All patients treated or visited by “PEL/VIP” employees are the property of “The Facility”. No solicitations of residents or use of resident’s lists to solicit any business for “PEL/VIP” will be tolerated.
- 15.7. “The Facility” specifically agrees that it will not employ or use through another company, any employee which “PEL/VIP” has retained to supply services to “The Facility”, during the terms of this contract and for a period of one (1) year from the date of termination of this contract with “PEL/VIP”. (Remains enforce regardless of staff member’s status with PEL/VIP).

- 15.8. Incident Reports. “PEL/VIP” shall deliver a copy of all reports involving an employee or patient, etc., including, but not limited to worker's compensation injury, patient injury, or equipment malfunction.
- 15.9. Safety Precaution Supplies. Gloves, masks, gowns, goggles, etc. will be supplied by “The Facility” as needed to comply with OSHA standards as they relate to blood borne pathogens. “PEL/VIP” will ensure compliance of these standards by its' Practitioners
- 15.10. “PEL/VIP” must comply with the “The Facility” standards for in-services and competency testing.
- 15.11. “The Facility” and “PEL/VIP” agree that the contents of this Agreement shall remain confidential.
- 15.12. This Agreement may be amended only by written instrument executed by the parties hereto.
- 15.13. The use of any “PEL/VIP” services before contract is signed assumes “The Facility” acceptance of this contract as is.
- 15.14. “The Facility” specifically agrees that it will not employ or contract for respiratory care services with any other company or company’s while this Agreement is in place.
- 15.15. This Agreement and any attached addendums constitute the entire Agreement between the parties with respect to the subject Agreements.
- 15.15.1.1. In Witness, whereof, the parties have caused this Agreement to be executed as of the day and date first written above.

(Signature Page to Follow)

NOTICES

Any notice required or permitted hereunder, shall be deemed to have been properly served if hand delivered to an authorized representative or recipient, sent and received by electronic facsimile, mailed by certified United States mail, or sent by commercial overnight express, postage or charges prepaid, and properly addressed to the respective party whom such notice is intended at the following address:

If to “The Facility”:

If to “PEL/VIP”: **Pulmonary Exchange, Ltd.**
9840 Southwest Highway
Oak Lawn, IL 60453

BY: _____ DATE: _____
“PEL/VIP” REPRESENTATIVE

BY: _____ DATE: _____
“The Facility” REPRESENTATIVE

HOLD HARMLESS AGREEMENT

This Agreement entered into this 12th day of February 2019 between

River Bluff Nursing Home 4401 N. Main Street Rockford, IL 61103

Hereinafter called "The Facility" and Pulmonary Exchange, Ltd., a For Profit Illinois Corporation, hereinafter called "PEL/VIP", is agreed to as follows: "PEL/VIP" shall furnish "The Facility" with the appropriate requested personnel on a fee for services basis. "PEL/VIP" will provide its personnel with professional liability coverage in an amount not less than \$1.0 million per occurrence and \$3.0 million aggregate. "PEL/VIP" will defend and hold harmless "The Facility" its' officers, agents and employees from any claims, loss, damage or expenses which arise out of, or results from, any acts or omissions by "PEL/VIP" employees on or about the premises or which result from the use or occupancy of the premises and facilities. "The Facility" shall promptly notify "PEL/VIP" of any claim in which "PEL/VIP" may be liable hereunder. "The Facility" shall cooperate with "PEL/VIP" in defending any such claims. "PEL/VIP" will not be liable for any settlement effected without its consent.

RIVER BLUFF NURSING HOME

PULMONARY EXCHANGE, LTD.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

pelvip.com

General Per Request Services

CHARGE RATES

Pricing Schedule A

Outline of Professional Services and Pricing. This fee schedule covers any service under general per request services (I, II, III) Does not include specialized programming. All calls are charged hourly portal to portal, unless otherwise noted below as a flat charge.

A. Patient Evaluation, Assessment, Consultation, Trach Care, Professional/Therapist assist, Clinical Equipment Compliance, etc.	\$65.00
B. Staff Education (for Specialized Disease Management Programs)	\$65.00
C. Equipment Inspection	\$65.00
D. Overnight CO2 / SPO2 Screening – stat charges will apply for setup at night FLAT CHARGE	\$185.00/ea
E. Phone Consultation Over 15 minutes (between 5:30pm and 9:00am) (each)	\$35.00/hr
F. Facility Equipment Shipping / Handling Fee	Per Quote
G. STAT Calls (per hour) (any visit be made same day, emergency or unscheduled delivery)	\$65.00 \$150.00
H. Overnight Oximetry (each) (Includes delivery, pickup, and reporting) FLAT CHARGE	
I. Spirometry Screening include charge for mouthpiece (plus Hourly Portal to Portal Rate)	\$35.00 ea
J. Skills Days (6 to 8 hours, charged per hour)	\$65.00

K. In-Service (charged per in-service, in-services outside of normal disease management program training) FLAT RATE

\$125.00

EQUIPMENT RENTAL CHARGE RATES

Pricing Schedule B

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Forms to be used may be copied for current work needs within your facility only. The term of use of this Respiratory Patient Care Policy and Procedures Manual and/or C.A.R.E. Policy Manual and/or Re-Hospitalization Intervention Program is governed by your active status as a client/customer of Pulmonary Exchange, Ltd. Once you actively discontinue your services provided by Pulmonary Exchange, Ltd., you are required to return this manual in whole. This document itself may not be modified in any way, such as by removing the copyright notice or references to Pulmonary Exchange, Ltd or PEL/VIP or PEL/VIP Medical Staffing or its programs without prior written consent)



Equipment		
Item	Monthly Rental Prices	Purchase
Oxygen Concentrator Up to 5 liter	\$50.00	
Oxygen Concentrator 8- or 10-liter units	\$75.00	
Hi-Flow Air Compressor Oxygen Analyzer	\$50.00	
Suction Machine	\$18.00	
Pulse Oximeter Hand Held	\$85.00	
Pulse Oximeter – Bed Side	\$110.00	
Cpap Unit- Standard and Auto	\$110.00	
Bilevel, Unit, Standard and Auto	\$210.00	
adaptSV, Bipap AVAPS Cough Assist, Airvo system,	Call for pricing and availability	
Nebulizer Compressor		\$50.00

All

Equipment and supply items have a minimum charge of \$100.00 per delivery. If Respiratory Therapist is used to deliver equipment and setup patient, and facility is charged portal to portal for their hours, no minimum charge will apply.

- Other Equipment available upon request

SUPPLY PRICE LIST

Pricing Schedule C

Item	Description	Price
ALG 001203	Mask,Adult,NBR,3in1	1.95
ALG 001225	Trach Mask Adult	2.00
ALG 001422	tubing 4 foot	1.75
ALG 001427	Tubing-Aerosol 100ft.	24.60
ALG 001501	Aerosol Drainage Bag Trach-T	2.80
ALG 001902A	Spirometer,Incentive,4000cc	4.95
ALG 002002	Empty Nebulizer	2.99
ALG 002433	Nebulizer,Mistywith Mask and Tubing	2.10
ALG 002438	MED Neb Kit	1.48
ALG 004081	Adapter,Pressure Line, uadaptit, 22 id x 22 od	1.78
ALG 2K8004	Resuscitation Device-Adult	21.95
ALG 5262	Saline, 15ml, module dose,case 144	36.00
ALG DC1216PSET	Bag, Drawcord,12x16, patient set 500/case	56.95
Cpap Tubing 6	Tubing,cpap/bipap	9.20
DEV ALO100	Cpap Pillow Large,Med, Small	93.30
DEV DV51D-HH	Cpap unit, intellapap with heater	432.70
DEV DV53D-HH	Cpap unit, intellapap smartflex with heater	484.85
DEV DV54D-HH	Cpap unit, Auto, Intellepap with heater	648.95
DEV DV55D-HH	Bilevel unit, intellepap with heater	1,221.75
DHD 26-21-1015EA	Flutter,Acapella,Low Flow,Blue	50.00
DHD 26-21-1530EA	Flutter,Acapella,Hi Flow,Green	50.00
EVO 100FDX	Mask,Cpap, FFM, Large, Med, Small Deluxe	73.30
HUD 1642	Pressure Line Adaptor -	1.77
MED DYND40582	Trach Care Clean Kit 20/case	43.65
MED DYND40980	Catheter, Suction, 10fr kit 100/case	80.00
MED DYND40981	Catheter,suction,12fr kit 100/case	80.00
MED DYND40982	Suction Catheter Kit 14Fr. 100/case	80.00
MED DYND44180	Trap, Specimen,80cc,	2.55
MED DYND50132	CATH,Yankauer,Bulb,Vented	1.15
Oxygen Tubing 7	Tubing,Oxygen 7foot	0.60
PM 60	Aspirator	250.00
POS 8197X	Trach Tie, Large, Med Small, box 12	23.00
RESP 1012572	Mask,cpap, FFM, Full Face,Large, Med, Small, ,PAP	70.45
RM 50006	Suction Unit, Portable, with dc rechargeable battery	313.40
RM 50012	Compressor High Output 50 psi	449.80
RM POX2D	Pulse Oximeter finger	41.65
SAL 1600HF	Cannula, Highflow	3.75
SAL 7100	Humidifier,refillable,disp	2.30
SAL 7900	Humidifier,High Flow	4.35
SAL 8350	Compressor, Nebulizer	56.65

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Addendum H BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between **“The Facility”** (“Covered Entity”) and Pulmonary Exchange, Ltd. (“Business Associate”), with an effective date of **February 12, 2019** (“Effective Date”). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

RECITALS:

- A. Covered Entity and Business Associate are parties to an Agreement or arrangement pursuant to which Business Associate provides certain services to Covered Entity (“Services”).
- B. In conjunction with Services, Covered Entity may make available to Business Associate Protected Health Information of Individuals, which Business Associate may only Use or Disclose in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Rule”), all as amended from time to time.

1. DEFINITIONS

- a. **Terms Defined in Regulation:** Unless otherwise provided in this Agreement, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Rule, the Security Rule and the Breach Notification Rule.
- b. **Protected Health Information or PHI:** Protected Health Information (“PHI”) means PHI that is received from Covered Entity, or created, maintained or transmitted on behalf of Covered Entity, by Business Associate.

2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Performance of Services:** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or Required by Law and will not further Use or Disclose such PHI.

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Forms to be used may be copied for current work needs within your facility only. The term of use of this Respiratory Patient Care Policy and Procedures Manual and/or C.A.R.E. Policy Manual and/or Re-Hospitalization Intervention Program is governed by your active status as a client/customer of Pulmonary Exchange, Ltd. Once you actively discontinue your services provided by Pulmonary Exchange, Ltd., you are required to return this manual in whole. This document itself may not be modified in any way, such as by removing the copyright notice or references to Pulmonary Exchange, Ltd or PEL/VIP or PEL/VIP Medical Staffing or its programs without prior written consent)

- b. Subcontractors:** Business Associate agrees that, in accordance with 45 C.F.R. § 164.502(e)(1), if Business Associate's Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate, Business Associate will enter into a written Agreement with such Subcontractor that contains the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.
- c. Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use PHI for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required by Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.
- d. Data Aggregation:** Business Associate may use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).
- e. Covered Entity Responsibilities:** To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity's compliance with such obligations.

3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION

- a. Adequate Safeguards:** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("ePHI"), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed.
- b. Compliance with HIPAA Security Rule:** Business Associate will comply with the HIPAA Security Rule.

4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES

- a. Use or Disclosure Not Permitted by This Agreement:** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within five (5) business days of Business Associate's learning of such Use or Disclosure.

- b. Security Incidents:** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware within five (5) business days of Business Associate learning of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of “Security Incident” under the Security Rule is amended to remove the requirement for reporting “unsuccessful” attempts to Use, Disclose, modify or destroy ePHI, the portion of this Section 4 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.
- c. Breaches of Unsecured PHI:** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, within five (5) business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate’s subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals. Business Associate also will defend, hold harmless and indemnify Covered Entity and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys’ fees), which the Covered Entity may incur due to a Breach caused by Business Associate or Business Associate’s Subcontractors or agents.

5. ACCESS TO PROTECTED HEALTH INFORMATION

- a. Covered Entity Access:** Within five (5) business days of a request by Covered Entity for access to PHI, Business Associate will make requested PHI available to Covered Entity and will provide a copy upon request.
- b. Individual Access:** If an Individual makes a request for access directly to Business Associate, Business Associate will within five (5) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual’s request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request.

6. AMENDMENT OF PROTECTED HEALTH INFORMATION

- a. **Covered Entity Request:** Within five (5) business days of receiving a request from Covered Entity to amend an Individual's PHI, Business Associate will provide such PHI to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds within five (5) business days of receipt of the Covered Entity's request.
- b. **Individual Request:** If an Individual makes a request for amendment directly to Business Associate, Business Associate will within five (5) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determinations.

7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Disclosure Records:** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six (6) years from the termination of this Agreement.
- b. **Data Regarding Disclosures:** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.
- c. **Provision to Covered Entity:** Within five (5) business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.
- d. **Request by Individual:** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within five (5) business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual.

8. ACCESS TO BOOKS AND RECORDS

- a. **Covered Entity Access:** Business Associate will, within five (5) business days of Covered Entity's written request, make available during normal business hours at Business Associate's offices, all records, books, Agreements, policies and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this Agreement.
- b. **Government Access:** Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary to the extent required for

determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule.

- c. **No Waiver:** No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

9. TERMINATION

Covered Entity may terminate this Agreement and the underlying Agreement or arrangement upon written notice to Business Associate if Covered Entity determines that Business Associate or its Subcontractors or agents breached a material term of this Agreement. Covered Entity will provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within thirty (30) days of the date of such notice. If Business Associate or its Subcontractors or agents fail to timely cure the breach, as determined by Covered Entity in its sole discretion, Covered Entity may terminate this Agreement and the underlying Agreement or arrangement.

10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

- a. **Return or Destruction of PHI:** Within thirty (30) days of termination of this Agreement, Business Associate will return to Covered Entity all PHI that Business Associate or its Subcontractors or agents maintain in any form or format. Alternatively, Business Associate may, upon Covered Entity's consent, destroy all such PHI and provide Covered Entity with written documentation of such destruction. Business Associate will be responsible for recovering any PHI from its Subcontractors and agents, or documenting their destruction of such PHI, consistent with the terms of this Section.
- b. **Retention of PHI if Return or Destruction is Infeasible:** If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity within thirty (30) days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the measures that Business Associate will take for assuring the continued confidentiality and security of the PHI. Covered Entity promptly will notify Business Associate of whether it agrees that the return or destruction of PHI is infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate may keep the PHI but will extend all protections, limitations and restrictions of this Agreement to Business Associate's Use or Disclosure of the PHI retained after termination of this Agreement and will limit further Uses or Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible. Business Associate will also ensure that any such extended protections, limitations and restrictions apply to its Subcontractors for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Business Associate or its subcontractors is infeasible, Covered Entity will provide Business Associate with written notice of its decision, and

Business Associate and its Subcontractors and agents will proceed with the return or destruction of the PHI pursuant to the terms of this Section within thirty (30) days of the date of Covered Entity's notice.

11. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity's instructions.

12. MITIGATION PROCEDURES

Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its Subcontractors' Use or Disclosure of PHI in a manner that violates this Agreement.

13. OBLIGATIONS REGARDING BUSINESS ASSOCIATE PERSONNEL

Business Associate will inform all of its employees, agents and Subcontractors ("Business Associate Personnel") who will be involved in providing Services, of the Business Associate's obligations under this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violates this Agreement.

14. MISCELLANEOUS

- a. COMPLIANCE WITH LAWS:** The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
- b. CONSTRUCTION OF TERMS:** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule or the Breach Notification Rule issued by HHS.
- c. NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- d. **NOTICES:** All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
- e. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties with regard to the Privacy Rule, the Security Rule and the Breach Notification Rule, there are no understandings or Agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- f. **WRITTEN AGREEMENT:** This Agreement will be considered an attachment to the underlying Agreement or arrangement and is incorporated as though fully set forth within the underlying Agreement or arrangement. This Agreement will govern in the event of conflict or inconsistency with any provision of the underlying Agreement or arrangement.
- g. **COUNTERPARTS AND SIGNATURE:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- h. **CHOICE OF LAW:** The validity, construction and effect of this Agreement will be governed by the laws of the State of Illinois, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in a forum located in the State of Illinois
- i. **RELATIONSHIP OF THE PARTIES:** In the performance of the Services and the duties and obligations described in this Agreement, the parties acknowledge and agree that each party is at all times an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

[Signature Page Follows]

COVERED ENTITY**BUSINESS ASSOCIATE**

By: _____

By: _____

Print Name: _____

Print Name: Ray Kalinsky

Title: _____

Title: COO

Date: _____

Date: 02/12/19**Contacts for Notices under this Agreement:**

Print Name: _____

Print Name: Ray Kalinsky

Title: _____

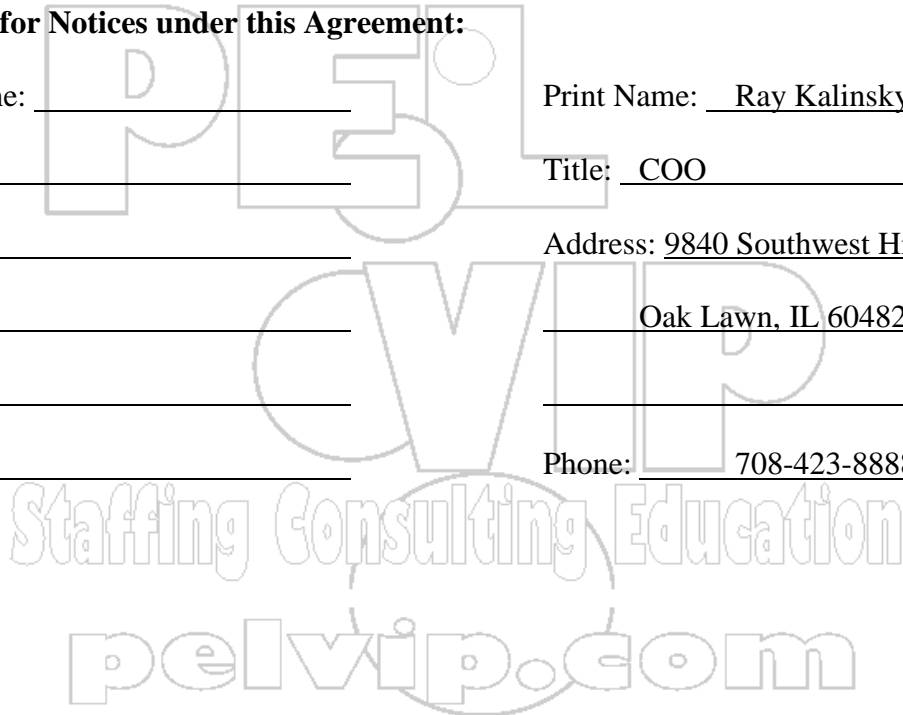
Title: COO

Address: _____

Address: 9840 Southwest Highway

Oak Lawn, IL 60482

Phone: _____

Phone: 708-423-8888

Addendum A
Addendum to Main Sub-Acute Contract for Respiratory Consulting Service -
Specialized Programming - VII. PEL/VIP Re-Hospitalizations Intervention
Program ©

River Bluff Nursing Home 4401 N. Main Street Rockford, IL 61103

1. "PEL/VIP" will Schedule and complete the training required prior to Program initiation. Training will be billed at \$125.00 per In-service.
 - 1.1. The program will also include periodic “refresher” in-services to ensure that the Program is integrated according to the Workflow Process. These will be approved and scheduled with “The Facility” and charged to “The Facility” at the In-service rate of \$125.00 per In-Service.
 - 1.2. Programs Covered Under this agreement;
 - 1.2.1. ○ Pneumonia Intervention
 - 1.2.2. ○ CHF Intervention
 - 1.2.3. ○ COPD Management
 - 1.2.4. ○ PAP Compliance(Check any and all that apply)
2. PEL/VIP will provide all parts of the program which includes scoring tool worksheets for the admissions process which is the property of PEL/VIP. These are the forms your staff will be trained to complete while they admit a patient. The results will advise the staff member on whether or not the patient will need an RT follow up and the frequency an RT will see the patient. PEL/VIP will do some random audits of these forms to make sure patients are not being missed because of improper scoring. If this is the case, it will report to management immediately and more training will be scheduled if needed.
3. PEL/VIP personnel will be required to be at “The Facility” at least 2 days/week to provide initial and ongoing evaluation of patients in the Protocol. The hours that will be required will be dependent upon the number of patients that are in the Program. The hours will also be dependent on obtaining Outcome information for your Program. Each PEL/VIP personnel visit will be a minimum of 3 hours at a rate of \$65.00.

4. Regular scheduled specialized programs days and times will be agreed upon by both parties and considered the facilities regular scheduled specialized program visits. If other services are needed during one of these regular scheduled specialized program visits, the hours used will be counted towards the minimum requirements, and "The Facility" will be billed the above rate from 3.

Regular Scheduled Program Days:

☐ Monday - Hours: _____

☐ Tuesday - Hours: _____

☐ Wednesday - Hours: _____

☐ Thursday - Hours: _____

☐ Friday - Hours: _____

☐ Saturday - Hours: _____

☐ Sunday - Hours: _____

(These days and hours are provided as a rough guide and estimate. Ultimately these hours will be driven by patient need and census in "The Facility". If Permanent change of the days and/or hours is needed, "The Facility " will notify "PEL/VIP" in writing and "PEL/VIP" can either make changes to existing contract and both parties may initial, or a new addendum explaining the changes will be added and signed by both parties)

5. If "The Facility " and/or "PEL/VIP" needs to change these regular scheduled specialized program days temporarily, the other party must be informed in a timely manner so alternative arrangements can be made if needed.
6. If "PEL/VIP" is called for any reason at a time that the "PEL/VIP" employee is not in " The Facility " for one of the regular scheduled disease management visits, and the need cannot be held to be performed by the "PEL/VIP" employee on their next scheduled disease management visit, "PEL/VIP" will dispatch one of their available Respiratory Therapists and the facility will billed portal to portal for the service call at an hourly rate equal to the rate in 3. of this addendum.
7. "PEL/VIP" will provide Monthly Outcomes pursuant to our Outcome Tracking forms that are a part of our Program. These Outcomes will be given to the facility designate. These outcomes can be presented to your marketing staff, and/or our staff can go with your staff on certain marketing calls where you may want a clinical person along to help explain the programs and the outcomes from a clinical side. If "The Facility" averages at least 12 weekly billable service hours (use prior three month or minimum available data) from "PEL/VIP", these services are provided at no extra charge to the facility in exchange for running a program. If "The Facility" does not meet the

minimum weekly threshold, "PEL/VIP" can still perform these services at a rate of \$75.00 per hour with a minimum 3-hour charge.

By signing below, both parties agree to adhere to the standards of the Program. If the facility wishes to discontinue the Re-Hospitalization Intervention Program, all forms and workflow process tools will be removed and returned to PEL/VIP by the facility.

_____	_____
PEL/VIP	Date
_____	_____
Facility	Date

PEL
VIP
Staffing Consulting Education
pelvip.com