

FINANCE COMMITTEE AGENDA

Called by: Jaime Salgado, Chairman
Members: Joe Hoffman, Burt Gerl,
Dave Fiduccia, Steve Schultz,
Keith McDonald

DATE: THURSDAY, APRIL 9, 2020
TIME: IMMEDIATELY FOLLOWING
ECONOMIC DEVELOPMENT
COMMITTEE MEETING

LOCATION: VIRTUAL MEETING – ZOOM
WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE
(WINNEBAGO COUNTY YOU TUBE LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Resolution Authorizing County Administrator to Enter Agreements for Providing PPE's to Designated Health Care Providers Within the County
- E. Other Matters
- F. Adjournment

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

SUBMITTED BY: FINANCE COMMITTEE

2020 CR

**RESOLUTION AUTHORIZING COUNTY ADMINISTRATOR TO ENTER
INTO AGREEMENTS FOR PROVIDING PPEs TO DESIGNATED HEALTH
CARE PROVIDERS WITHIN THE COUNTY**

WHEREAS, the County of Winnebago wishes to assist in providing critically needed Personal Protective Equipment (“PPEs”) in this time of desperate need caused by the Covid-19 pandemic; and

WHEREAS, the County wishes to enter into agreements to purchase in bulk PPEs and to supply them at cost to designated health care providers within Winnebago County; and

WHEREAS, the County wishes to authorize the County Administrator to enter into agreements with the designated health care providers for the providing of PPEs and the repayment to the County for the costs of the PPEs; and

WHEREAS, the County wishes to authorize the County Administrator to enter into agreements to provide PPEs with designated health care providers substantially similar to that attached to this Resolution as Exhibit A with no individual agreement to exceed \$100,000.

NOW, THEREFORE, BE IT RESOLVED, that the County Administrator of the County of Winnebago is authorized to enter into agreements to provide PPEs with designated health care providers substantially similar to that attached to this Resolution as Exhibit A with no individual agreement to exceed \$100,000.

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 Administrator and to Mallory Wrenn, the Executive Director of Winnebago County’s Emergency Services and Disaster Agency.

Respectfully submitted,

Finance Committee

Jaime Salgado, Chairman

Dave Fiduccia

Burt Gerl

Joe Hoffman

Keith McDonald

Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2020.

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

ATTEST:

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

Agreement for PPE Materials

This Agreement made this _____ day of _____, 2020 by and between the County of Winnebago, Illinois (“County”) and (Name of Care Facility) for the purchase of (name of PPE material).

In recognition of the fact that the Covid-19 pandemic has emptied reserves of Personal Protective Equipment (“PPEs”) that are essential to the protection of care givers and patients of health care providers within the County, the County has arranged for certain PPEs in bulk in order to assist in the providing of those materials to health care providers in a timely manner.

This Agreement is for the providing of reusable medical gowns. The purchase price paid by the County for the gowns is \$33 each. (Name of care facility) agrees to purchase from the County a total of _____ reusable medical gowns at \$33 each for a total of \$_____. (Name of Care Facility) agrees to pay in full \$_____ not later than thirty (30) days after (Name of care facility) receipt of said medical gowns. Should (Name of Care Facility) fail to pay the above amount in full by that time, (Name of Care Facility) confesses judgment in the amount unpaid and authorizes the County to initiate legal proceedings against it in the Circuit Court for the 17th Judicial Circuit.

This Agreement is subject to the following conditions:

1. **No Warranties.** The County, including its elected and appointed officials, officers, employees and agents, make no representation whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture or use of the supplies that are the subject of this Agreement. Furthermore, in no event shall the County be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this Agreement, including but not limited to (Name of Care Facility) use of the supplies that are the subject of this Agreement or removal of said supplies from the County’s premises.

2. **Waiver of Liability.** (Name of Care Facility) does hereby waive, release, and discharge any and all claims for damages, for personal injury, death, property damage, any claim in tort, or any other claim, that may hereafter may accrue as a result of the use of the Surgical Gowns. In no event shall the County, or its elected and appointed officials, officers, employees or agents, be responsible for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual resulting from use of the supplies that are the subject of this Agreement.

3. **Indemnification.** (Name of Care Facility) shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, claims, liabilities, damages, suits, or actions made or asserted for any damage to person or property occasioned by the acts or omissions of (Name of Care Facility), or its subcontractors arising out of or in any way connected with (Name of Care Facility) performance of this Agreement. (Name of Care Facility) obligation to indemnify pursuant to this paragraph shall

survive the completion of all obligations under this Agreement, and shall survive the termination of this Agreement.

4. **Authority to Sign.** (Name of Care Facility), by the acceptance of the supplies that are the subject of this Agreement acknowledge that the signatory below has full authority to sign this Agreement on behalf of (Name of Care Facility) and to bind (Name of Care Facility) to the terms of this Agreement.

County Administrator of Winnebago County

Authorized Signatory of (Name of Care Facility)