

AGENDA
MACON COUNTY BOARD MEETING
February 8, 2018 6:00 P.M.
141 SOUTH MAIN, ROOM 514
(Caucuses held at 5:30 p.m.)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OPENING PRAYER**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF MINUTES OF PRIOR MEETING**
6. **RECOGNITIONS**
7. **ZONING/SUBDIVISIONS**
 - Z-1192-02-18 Macon County Board Resolution Regarding Case S-01-10-18, A Petition Requesting a Special Use Permit Submitted by Tim Duncan**
8. **CORRESPONDENCE**
9. **CLAIMS**
10. **APPOINTMENTS**
11. **CONSENT CALENDAR**
 - G-4763-02-18 Macon County Board Resolution Appointment to Maroa Friends Creek Union Drainage District #9 – John Eric Ragle**
 - G-4764-02-18 Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent**
12. **JUSTICE COMMITTEE**
 - G-4765-02-18 Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to the Macon County Coroner’s Office to Fund Drug-Related Autopsies**
 - G-4766-02-18 Macon County Board Resolution Approving A Donation from the Howard G. Buffett Foundation to Purchase and Implement a New Records Filing System**
 - G-4767-02-18 Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Purchase a New Exchange Server**
 - G-4768-02-18 Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Purchase A Web Server**

- G-4769-02-18** Macon County Board Resolution Approving In-Kind Donation from the Howard G. Buffett Foundation to Purchase and Implement a New Jail Management System For the Macon County Jail
- G-4770-02-18** Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Fund Increased Medical Services for the Macon County Jail
- G-4771-02-18** Macon County Board Resolution Approving a Donation from the Howard G. Buffett Foundation to Fund a Corrections Officer Position in the Macon County Jail for a Period of Twenty-One Months
- G-4772-02-18** Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Purchase a New Inmate Transport Van that will be Assigned to the Macon County Jail
- G-4773-02-18** Macon County Board Resolution Approving In-Kind Donation Of Services from the Howard G. Buffett Foundation to Engage Consultant to Develop a New Corrections Policy Manual for the Macon County Jail
- G-4774-02-18** Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Purchase New Uniforms for Macon County Jail Correctional Officers
- G-4775-02-18** Macon County Board Resolution Approving In-Kind Donation of Services from the Howard G. Buffett Foundation to Engage Consultant for Expert Assistance to Develop Medical Policies for the Macon County Jail
- G-4776-02-18** Macon County Board Resolution Approving In-Kind Donation from the Howard G. Buffett Foundation of Fifteen Vests for use by Macon County Jail Correctional Officers
- G-4777-02-18** Macon County Board Resolution Approving Donation from the Howard G. Buffett Foundation to Purchase Sixteen Pistols for the Macon County Jail

13. ENVIRONMENTAL, EDUCATION, HEALTH & WELFARE COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

- G-4778-02-18** Macon County Board Resolution Approving a Two Year Agreement with IPMG for Worker's Compensation Third Party Administration Services
- G-4779-02-18** Macon County Board Resolution Approving One Year Agreement with IPMG for Claims Management Services, LLC for General Liability Third Party Administration Services
- G-4780-02-18** Macon County Board Resolution Approving Insurance Proposal from United Fire and Casualty for Property and Inland Marine Coverage 2018-2019
- G-4781-02-18** Macon County Board Resolution Approving an Increase in the Mileage Reimbursement Rate
- G-4782-02-18** Macon County Board Resolution Approving a Budget Amendment for Workforce Investment Solutions FY18 Budget – Workforce-Richland Consortium Adult Education & Literacy Grant

15. **LEGISLATIVE COMMITTEE**
16. **FINANCE COMMITTEE**
 - G-4783-02-18 **Macon County Board Omnibus Resolution Approving Budget Clean-Up for FY17**
 - G-4784-02-18 **Macon County Board Resolution Approving Intergovernmental Cooperation Agreement between Macon County Board and Whitmore Township Board for Township Assessing**
 - G-4785-02-18 **Macon County Board Resolution Approving Increase in Appropriations in the FY 17 Court Security Budget**
 - G-4786-02-18 **Macon County Board Resolution to Amend FY17 Budget to Increase Appropriation in Document Storage Fund**
17. **NEGOTIATIONS COMMITTEE**
18. **TRANSPORTATION COMMITTEE**
19. **EXECUTIVE COMMITTEE**
20. **SITING, RULES & ORDINANCE SUB-COMMITTEE**
21. **BUILDING SUB-COMMITTEE**
 - O-129-02-18 **Macon County Board Ordinance to Approve Lease Agreement with Macon County CASA, NFP**
22. **CITIZENS' REMARKS** (Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)
23. **OFFICEHOLDERS' REMARKS**
24. **OLD BUSINESS**
25. **NEW BUSINESS**
26. **CLOSED SESSION**
Pursuant to Section 2 (c) 5 & 6 of the Open Meetings Act for the discussion of the purchase or lease of real property for the use of the public body including the discussion of whether the particular parcel should be acquired. In addition, there may be discussion under Section 2 (c) of the Open Meetings Act regarding the setting of a price for sale or lease of property owned by the public body
27. **ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-01-01-18 A PETITION
REQUESTING A SPECIAL USE PERMIT
SUBMITTED BY TIM DUNCAN**

RESOLUTION NO. Z-1192-02-18

WHEREAS a petition filed by Tim Duncan requesting a Special Use Permit to operate a lawn mowing business and small retail counter for the selling of battery powered lawn equipment in (A-1) Agricultural Zoning. This property legally described as:

The West ½ of the South East ¼ of Section 19 Township 17 North, Range 3 East of the 3rd P.M., lying South of the South Right of Way line of F.A.I. Route No. 72 Except the West 132 feet of the South 330 feet of the South West ¼ of the South East ¼ of Section 19, Township 17 North, Range 3 East of the 3rd P.M., being more particularly described as follows: Beginning at a point on the South line of said Section 19 said point being 132.00 feet Easterly of the South ¼ corner of said Section 19 running thence Northerly for 190.00 feet, thence Easterly for 240.00 feet, thence Southerly for 190.00, thence Westerly for 240.00 feet to the point of beginning.

This property is commonly known as 3388 E Boyd Road, Decatur, IL 62521
PIN 18-08-19-400-011.

WHEREAS, at the required public hearing on January 3, 2018 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named Petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Employees shall be family members only.
3. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
4. Building permits shall be obtained as required.
5. Said property and all operations shall remain subject to all other applicable local, county, state, and federal regulations. Failure to do so will result in revocation of this special use permit and it will be effective immediately.
6. Hours of operation for the business is 8:00 a.m. to 5:00 p.m. for 6 days a week.
7. This special use permit shall be for a 2 year period beginning February 8, 2018 and ending February 13, 2020.

WHEREAS, on January 25, 2018 your EEHW Committee heard the summary report and voted to recommend Approval to the County Board, the petition requesting a Special Use Permit to operate a lawn mowing business and small retail counter for the selling of battery powered lawn equipment in (A-1) Agricultural Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the petition requesting a Special Use Permit to operate a lawn mowing business and small retail counter for the selling of battery powered lawn equipment with the above stipulations recommended by the Zoning Board of Appeals.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 8th day of February 2018.

AYES _____ NAYS _____

ILLINOIS

ATTEST:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

MACON COUNTY BOARD
MACON COUNTY,

BY:

Jay. A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPOINTMENT OF MAROA FRIENDS
CREEK UNION DRAINAGE DISTRICT NO 9
COMMISSIONER – John Eric Ragle**

RESOLUTION NO. G-4763-02-18

WHEREAS, the Chairman of the Macon County Board pursuant to the authority granted in 70 ILCS 605/4-7 and 70 ILSCS 605/3-9 (1998) that the following individual be appointed as Commissioner for the Maroa Friends Creek Union Drainage District No. 9 for the remainder of a term vacated by Dick Jostes.

John Eric Ragle
490 Emerson
Argenta, IL 62501

Term Expires:
1st Tuesday, September, 2019

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the appointment of the above named Commissioner for the Drainage District listed and the set term of office.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED and APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-4764-02-18

WHEREAS, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

WHEREAS, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED the 8th day of February, 2018

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

01/12/2018

Macon County Monthly Resolution List - February 2018

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
02-18-001	1017590A	SAL	MARLON S GREEN	04-12-23-103-004	DECATUR	1,575.00	0.00	15.00	60.00	375.00	1,125.00
02-18-002	1017293A	SAL	KEITH BRAKEFIELD	04-12-11-232-018	DECATUR	666.00	0.00	6.00	60.00	350.00	250.00
02-18-003	201300291	REC.	ALBERT COX	04-12-10-353-010	DECATUR	3,515.28	113.00	0.00	60.00	1,116.04	2,226.24
Totals						\$5,756.28	\$113.00	\$21.00	\$180.00	\$1,841.04	\$3,601.24

[Handwritten signatures and names: Keith Brakefield, Albert Cox, Marlon S Green]

Committee Members

Clerk Fees \$113.00
 Recorder/Sec of State Fees \$180.00
 Total to County \$3,894.24

01/12/2018

Macon County February 2018
 Monthly Resolution List with Descriptions

RES#	Account	Type	Account Name	Description
02-18-001	1017590A	SAL	MARLON S GREEN	926 S. FRANKLIN ST. DECATUR, IL
02-18-002	1017293A	SAL	KEITH BRAKEFIELD	1 STORY FRAME 1471 E. OLIVE ST. DECATUR, IL
02-18-003	201300291	REC	ALBERT COX	1 STORY FRAME "POSTED UNFIT FOR HUMAN OCCUPANCY" 1047 W. KING ST. DECATUR 62522

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO THE MACON COUNTY CORONER'S
OFFICE TO FUND DRUG-RELATED AUTOPSIES**

RESOLUTION NO. G-4765-02-18

WHEREAS, the Macon County Coroner's Office, the Macon County State's Attorney's Office, the Decatur Police Department, and the Macon County Sheriff's Office has determined that the FY18 budget for the Coroner's Office requires additional funding in order to perform autopsies for drug-related cases; and

WHEREAS, the Macon County State's Attorney's Office received a three-year grant beginning in FY2018 to fund staff dedicated to prosecuting opioid cases; and

WHEREAS, the Macon County State's Attorney's Office has agreed to investigate and prosecute such cases using the Coroner's autopsy results to prosecute the individual(s) who sold or provided the drugs to the deceased person(s); and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$60,000.00 (Sixty Thousand Dollars) to the Coroner's Office to perform autopsies in drug-related cases; and

WHEREAS, an emergency situation exists in that, without the immediate amendment of the Coroner's FY18 budget, the Coroner will be unable to perform autopsies as they are requested by local law enforcement in drug-related cases and such inability will be to the detriment of Macon County.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it hereby accepts the donated funds from the Howard G. Buffett Foundation.

BE IT FURTHER RESOLVED that the Coroner's FY18 budget is amended in the following manner:

Increased Revenue

001-070-4975-000	Donation	\$60,000.00
------------------	----------	-------------

Increased Expenses

001-070-7296-000	Drug-Related Autopsies	\$60,000.00
------------------	------------------------	-------------

BE IT FURTHER RESOLVED that the County and Coroner understand and agree that such donated funds may not be used by the County or Coroner for any expenses other than drug-related autopsies.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
A DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO PURCHASE AND IMPLEMENT
A NEW RECORDS FILING SYSTEM**

RESOLUTION NO. G-4766-02-18

WHEREAS, the Macon County Sheriff's Office is requesting to purchase and implement a new records filing system to include the Civil Process, Records, and Warrants areas; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$110,710.00 (One Hundred Ten Thousand Seven Hundred Ten Dollars) for the purchase and implementation of a new records filing system; and

Donation	002-200-4975-000	\$110,710.00
Equipment	002-200-9040-000	\$110,710.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation that will be used for the purchase and implementation of a new records filing system.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO PURCHASE A NEW EXCHANGE SERVER**

RESOLUTION NO. G-4767-02-18

WHEREAS, the Macon County Sheriff's Office has determined that the existing server is outdated and in need of replacement to improve stability, speed, efficiency, and security; and

WHEREAS, the Macon County Sheriff's Office is requesting to purchase a new exchange server including new computer hardware totaling \$24,696.34, software totaling \$15,906.55, and the associated licenses totaling \$10,141.60, for a grand total of \$50,744.49; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$50,744.49 (Fifty Thousand Seven Hundred Forty-Four Dollars and 49 cents) for the purchase of a new exchange server; and

Donation	002-200-4975-000	\$50,744.49
Computer Technology Upgrade	002-200-9010-000	\$50,744.49

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation that will be used for the purchase of a new exchange server.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO PURCHASE A WEB SERVER**

RESOLUTION NO. G-4768-02-18

WHEREAS, the Macon County Sheriff's Office is requesting to purchase a web server including new computer hardware totaling \$4,930.00 and a Microsoft Windows Server 2016 Standard license totaling \$632.00, for a grand total of \$5,562.00 to host the Sheriff's Office's website and improve the connectivity, speed, efficiency, and security; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$5,562.00 (Five Thousand Five Hundred Sixty-Two Dollars) for the purchase of a web server; and

Donation	002-200-4975-000	\$5,562.00
Computer Technology Upgrade	002-200-9010-000	\$5,562.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation that will be used for the purchase of a web server.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
IN-KIND DONATION FROM THE
HOWARD G. BUFFETT FOUNDATION TO PURCHASE
AND IMPLEMENT A NEW JAIL MANAGEMENT
SYSTEM FOR THE MACON COUNTY JAIL**

RESOLUTION NO. G-4769-02-18

WHEREAS, the Macon County Sheriff's Office requires a new Jail Management System for the Macon County Jail including hardware, software, and associated software licenses. The new Jail Management System will improve efficiency, accountability, and capture data more effectively; and

WHEREAS, the Howard G. Buffett Foundation has agreed to make an in-kind donation of the new Jail Management System valued up to \$522,730.00 (Five Hundred Twenty-Two Thousand Seven Hundred Thirty Dollars); and

In-Kind Donation	002-200-4975-000	Up to \$522,730.00 (In-Kind)
Technology	002-200-9041-000	Up to \$522,730.00 (In-Kind)

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation that will be used for the purchase and implementation of a new Jail Management System.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO FUND INCREASED MEDICAL
SERVICES FOR THE MACON COUNTY JAIL**

RESOLUTION NO. G-4770-02-18

WHEREAS, the Macon County Sheriff's Office has determined that the budget requires additional funding due to the required medical services for the Macon County Jail from April 30, 2018, through April 30, 2019; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate up to \$265,000.00 (Two Hundred Sixty-Five Thousand Dollars) for the required medical services for the Macon County Jail; and

Donation	002-200-4975-000	Up to \$265,000.00
Medical	002-200-7340-000	Up to \$265,000.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation which are restricted for the required medical services for the Macon County Jail from April 30, 2018, through April 30, 2019.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
A DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO FUND A CORRECTIONS OFFICER
POSITION IN THE MACON COUNTY JAIL FOR A
PERIOD OF TWENTY-ONE MONTHS**

RESOLUTION NO. G-4771-02-18

WHEREAS, the Macon County Sheriff's Office is requesting to hire a corrections officer for a period of twenty-one (21) months for the purposes of implementing the new classification system for the Macon County Jail. This classification system will improve safety, inmate behavioral management, and gang intelligence in the Macon County Jail, and;

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$122,526.00 (One Hundred Twenty-Two Thousand Five Hundred Twenty-Six Dollars) to hire a corrections officer for the purposes of implementing the new classification system for the Macon County Jail; and

Revenue for Salary	001-061-4975-000	\$88,927.00
Expense for Salary	001-061-5330-000	\$88,927.00
Revenue for Fringes	002-200-4975-000	\$33,599.00
Expense for Health Insurance	002-200-6010-000	\$17,157.00
Expense for Social Security	002-200-6011-000	\$6,803.00
Expense for IMRF	002-200-6012-000	\$9,639.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation that will be utilized to hire a corrections officer for a period of twenty-one (21) months for the purposes of implementing the new classification system for the Macon County Jail.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO PURCHASE A NEW INMATE
TRANSPORT VAN THAT WILL BE ASSIGNED TO
THE MACON COUNTY JAIL**

RESOLUTION NO. G-4772-02--18

WHEREAS, the Macon County Jail's current inmate transport van is outdated; and

WHEREAS, the Macon County Sheriff's Office is requesting to purchase a new 2018 Ram 4500 Ford E450 vehicle equipped for transporting prisoners with an interior camera system to be assigned to the Macon County Jail; and

WHEREAS, the above-mentioned inmate transport vehicle will provide and improve safety for both the inmates and correctional officers; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate up to \$105,000.00 (One Hundred Five Thousand Dollars) for the purchase of the new 2018 Ram 4500 Ford E450 vehicle equipped for transporting prisoners with an interior camera system; and

Donation	001-061-4975-000	Up to \$105,000.00
Vehicles	001-061-9060-000	Up to \$105,000.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds to purchase a new inmate transport vehicle for use by the Macon County Jail.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING IN-KIND DONATION OF
SERVICES FROM THE
HOWARD G. BUFFETT FOUNDATION TO
ENGAGE CONSULTANT TO DEVELOP A
NEW CORRECTIONS POLICY MANUAL
FOR THE MACON COUNTY JAIL**

RESOLUTION NO G-4773-02-18

WHEREAS, the Howard G. Buffett Foundation has agreed to make an in-kind donation of services to engage a professional consultant at a rate of \$86,500.00 (Eighty Six Thousand Five Hundred Dollars) to provide expert assistance to the Macon County Sheriff's Office to developing a new Corrections Policy Manual for the Macon County Jail; and

WHEREAS, this requires a modification of the Sheriff's FY18 budget to recognize the income and expense associated with this donation as follows:

In-Kind Donation	001-061-4975-000	\$86,500.00 (In-Kind)
Policy Manual Consultants	001-061-7247-000	\$86,500.00 (In-Kind)

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept this in-kind donation of services from the Howard G. Buffett Foundation to engage the professional consultant for the development of a new Corrections Policy Manual; and

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon County, Illinois

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO PURCHASE NEW UNIFORMS
FOR MACON COUNTY JAIL CORRECTIONAL OFFICERS**

RESOLUTION NO. G-4774-02-18

WHEREAS, the Macon County Sheriff's Office is requesting to purchase new uniforms for the Correctional Officers of the Macon County Jail; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$45,000.00 (Forty-Five Thousand Dollars) for the purchase of new uniforms for the Macon County Jail Correctional Officers; and

Donation	001-061-4975-000	\$45,000.00
Uniforms	001-061-8090-000	\$45,000.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept these funds from the Howard G. Buffett Foundation to purchase new uniforms for the Correctional Officers of the Macon County Jail.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING IN-KIND DONATION OF
SERVICES FROM THE
HOWARD G. BUFFETT FOUNDATION
TO ENGAGE CONSULTANT FOR EXPERT
ASSISTANCE TO DEVELOP MEDICAL POLICIES
FOR THE MACON COUNTY JAIL**

RESOLUTION NO G-4775-02-18

WHEREAS, a recent inspection of the Macon County Jail Facility by a professional consultant recommended that the Macon County Jail develop medical policies; and

WHEREAS, the Howard G. Buffett Foundation has agreed to make an in-kind donation of services to engage a professional consultant at a rate of \$20,000.00 (Twenty Thousand Dollars) to provide expert assistance to the Macon County Sheriff's Office for the development of medical policies (\$15,000.00) and provide six (6) months of support and customization of those policies (\$5,000.00) for the Macon County Jail; and

In-Kind Donation	001-061-4975-000	\$20,000.00 (In-Kind)
Policy Manual Consultants	001-061-7247-000	\$20,000.00 (In-Kind)

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept this in-kind donation of services to engage the professional consultant; and

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon County, Illinois

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
IN-KIND DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION OF FIFTEEN VESTS FOR USE BY
MACON COUNTY JAIL CORRECTIONAL OFFICERS**

RESOLUTION NO. G-4776-02-18

WHEREAS, the Macon County Sheriff's Office has received an in-kind donation from the Howard G. Buffett Foundation of fifteen (15) ballistic vests with the approximate value of \$17,749.80 (Seventeen Thousand Seven Hundred Forty-Nine Dollars and 80 cents); and

WHEREAS, these ballistic vests will be utilized by twelve (12) Correctional Officers of the Macon County Jail who transport inmates on a regular basis; and

WHEREAS, an additional three (3) ballistic vests have been donated as extra vests to be used while transporting inmates, as backup vests in the event a vest is damaged, and/or for emergency use; and

WHEREAS, this requires a modification of the Sheriff's FY18 budget to recognize the income and expense associated with this donation as follows:

In-Kind Donation	001-061-4975-000	\$17,749.80 (In-Kind)
Uniforms/Safety Equipment	001-061-8090-000	\$17,749.80 (In-Kind)

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept this donation from the Howard G. Buffett Foundation of fifteen (15) ballistic vests; and

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
DONATION FROM THE HOWARD G. BUFFETT
FOUNDATION TO PURCHASE SIXTEEN PISTOLS
FOR THE MACON COUNTY JAIL**

RESOLUTION NO. G-4777-02-18

WHEREAS, the Macon County Sheriff's Office is requesting to purchase fourteen (14) GLOCK 22, .40 caliber pistols and two (2) GLOCK 23, .40 caliber pistols with associated accessories for use by Macon County Jail Correctional Officers to perform their official duties; and

WHEREAS, the Howard G. Buffett Foundation has agreed to donate \$7,872.00 (Seven Thousand Eight Hundred Seventy-Two Dollars) for the purchase of the fourteen (14) GLOCK 22, .40 caliber pistols and two (2) GLOCK 23, .40 caliber pistols and associated accessories; and

Donation	001-061-4975-000	\$7,872.00
Misc. Equipment	001-061-9042-000	\$7,872.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office to accept the funds from the Howard G. Buffett Foundation that will be used for the purchase of fourteen (14) GLOCK 22, .40 caliber pistols and two (2) GLOCK 23, .40 caliber pistols.

WHEREAS, the Justice Committee met on January 25, 2018; and

WHEREAS, the Finance Committee met on January 29, 2018; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING A TWO YEAR AGREEMENT WITH IPMG
FOR WORKER'S COMPENSATION
THIRD PARTY ADMINISTRATION SERVICES**

RESOLUTION NO. G-4778-02-18

WHEREAS, Macon County is self-insured for its Worker's Compensation; and

WHEREAS, the current contract with the third party administrator, IPMG expires December 31, 2017; and

WHEREAS, IPMG offered a two year agreement to manage worker's compensation claims; and

WHEREAS, the Operations and Personnel Committee agreed at their meeting on January 22, 2018 and the Finance Committee on January 29th, 2018 to accept the attached agreement for a fixed charge for TPA services of \$13,860 per year for the years 1-1-18 through 12-31-19 with additional charges to be incurred if the claim count exceeds 30 claims per year.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached agreement in its entirety for IPMG for Worker's Compensation Third Party Administrative Services.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement ("Agreement") is entered into as of the 1st day of January, 2018, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG Claims Management Services") located at 225 Smith Road, St. Charles, IL 60174 and Macon County ("Client") located at 141 S. Main St., Decatur, IL 62523.

RECITALS

- A. IPMG Claims Management Services is in the business of providing claims administrative services, including those set forth in paragraph B.2. herein.
- B. In reliance on the expertise of IPMG Claims Management Services to provide claims administrative services, Client desires to contract with IPMG Claims Management Services to provide and IPMG Claims Management Services desires to provide claims administrative services claims received within the contract term for those lines of coverage outlined in Exhibit A.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Recitals. The above recitals are hereby incorporated into this Agreement and made a part hereof.
- 2. Third Party Administrator Services. In consideration of payment from Client to IPMG Claims Management Services of the fees in accordance with the Fee Schedule attached hereto as Exhibit "A" and made a part hereof, IPMG Claims Management Services agrees to provide the following services, as specified in the service plan attached hereto as Exhibit B, to Client for Client's Insurance Coverages:
 - (a) Evaluation and establishment of reserves for claims.
 - (b) Investigation and adjustment of claims.
 - (c) Supervision of medical treatment of injured claimants.
 - (d) Negotiation of settlements with claimants.
 - (e) Participation in the selection and assistance in the supervision of attorneys appointed to defend formal claims.
 - (f) Audit of medical, hospital and miscellaneous expenses prior to making payments.
 - (g) Payment from funds made available by Client of any final award, judgment or settlement of a claim or loss together with all expenses incurred for investigation, negotiation or defense.
 - (h) Monitoring of claims for subrogation.
 - (i) Preparation of regular reports detailing claims, payments and reserves.
 - (j) Preparation of reports required by excess insurers.
 - (k) Preparation and filing of reports required by applicable governmental agencies.

3. Term and Termination. This Agreement shall be effective for the period outlined in Exhibit B unless terminated sooner as provided herein. At the conclusion of each contract term, IPMG Claims Management Services will continue to service claims until closed for an additional fee as set forth in Exhibit A. This contract agreement (as a whole) may be terminated prior to the Termination Date upon the earliest of any of the following:
- (a) the written agreement of the parties hereto;
 - (b) following at least thirty (30) days' written notice by either party to the other if the other is in breach or default of any material obligation under this Agreement and does not cure such breach or default within thirty (30) days of said notice;
 - (c) automatically upon bankruptcy, receivership, disability or liquidation of IPMG Claims Management Services.
 - (d) following at least fourteen (14) days written notice by IPMG Claims Management Services that Client has failed to provide sufficient funds for the performance of IPMG Claims Management Services' obligations pursuant to the Claims Service Plan, attached hereto as Exhibit B and Clients failure to provide such funds within the period set forth in the notice.
4. Insurance. IPMG Claims Management Services agrees to obtain and maintain errors and omissions insurance with \$1 million dollars occurrence/aggregate limits. IPMG Claims Management Services shall not commence TPA Services hereunder until it has obtained all insurance required hereunder.
5. Independent Contractor/Binding Authority. IPMG Claims Management Services and Client are independent contractors and shall be solely responsible for the employment, control and direction of their employees and agents. Nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Except as otherwise expressly provided herein, each party shall bear its own expenses with respect to the services to be provided pursuant to this Agreement.
6. Notices. All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if personally delivered, mailed by certified or registered mail, postage prepaid, if sent by courier by overnight carrier, or if sent by facsimile with hard copy to follow via first class mail with evidence of facsimile transmission, and, subject to subsequent designation of another address, addressed as follows:
- If to Client:
- If to IPMG Claims Management Services:
Carol Reed
Macon County
141 S. Main St.
Decatur IL 62523
- Gregg Peterson
IPMG Claims Management Services.
225 Smith Rd.
St. Charles, Illinois 60174
7. Confidentiality. IPMG Claims Management Services acknowledges the confidentiality of records and information it receives from Client and agrees that such records and information will be used solely for the purpose of providing the services contemplated by this Agreement.

8. Successors and Assigns. This Agreement is binding on any and all successors to the parties and assignable, in whole or any part, only with the written consent of the non-assigning party.
9. Remedies Cumulative. All rights and remedies conferred upon the parties hereto by this Agreement or by law, in equity or otherwise, shall be cumulative of each other, and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy shall preclude the later exercise of such right or remedy or the exercise of any other right or remedy.
10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the full extent compatible with the applicable law as it shall then appear.
11. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding on the party against whom enforcement of such amendment or waiver is sought only if such amendment or waiver is in writing and signed by the party against whom enforcement of such amendment or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
12. References. All references herein to the singular shall include the plural as the case may require. All references to the masculine gender shall be construed as references to the feminine gender as the case may require.
13. Captions. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
14. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois.
15. Entire Agreement. This Agreement, including any exhibits hereto and any other documents referred to or provided for herein, represents the entire contract among the parties with respect to the subject matter hereof, and shall not be modified or affected by any other offer, proposal, statement or representation, whether oral or written, made by or for any party in connection with the negotiation of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

EXHIBIT "A"
FEE SCHEDULE

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on January 1, 2018 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and Macon County ("Client").

Client agrees to pay IPMG Claims Management Service fees for services provided pursuant to the Third Party Administrator Agreement as follows:

1. Client agrees to pay IPMG Claims Management Services an annual minimum and deposit fee of Thirteen Thousand Eight Hundred Sixty Dollars (\$13,860.00) upon execution of the Third Party Administrator Agreement. This fee is a flat fee to be paid in 12 equal installments of \$1,155. This fee is subject to a claims count threshold of 30 claims, which threshold, if exceeded will be subject to the below rate per claim rate structure.

2. (a) Zero Dollars (\$ 0.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Workers Compensation:

Indemnity	\$750
Medical Only	\$130
Incident Report	Included

Claim Handling Fees that may apply per claim:

Attorney Represented Claimants	\$150
Excess Reportable Claims	\$150
Medicare Data Reporting	\$100
Subrogation Service	\$150

- (b) IPMG Claims Management Services will perform an audit within 60 days of the termination date of the Third Party Administrator Agreement to determine claims frequency and status during the preceding annual period, which audit shall be made available to Client. Thereafter further audits will be ongoing on a quarterly or annual basis. In the event that the audit establishes that the above allocated annual claims count of 30 claims has been exceeded by actual claims experience, then IPMG Claims Management Services may invoice Client at any time for additional sums due IPMG Claims Management Services in accordance with the above per claim(ant) rates. Upon termination or non-renewal of IPMG's TPA service, IPMG Claims Management will terminate claims handling services.
- (c) If a claim changes to a different claim status, Client agrees to pay the difference between the two rates. This includes the additional claims handling fees outlined above.

3. Service fee further includes the following services:

- (a) Monthly or quarterly loss runs (or as needed);
- (b) Claim Loss Fund Payment and Cash Log Tracking
- (c) State reports assistance;
- (d) Claims review meetings (4) and report;
- (e) Provider 1099's.
- (f) Excess Reporting
- (g) Systems
- (h) Supervision
- (i) Data storage & maintenance
- (j) Medicare Data Reporting to comply with Section 111 of the Medicare and Medicaid Act
- (k) On line claims reporting (In-Sight)
- (l) Access to operating system for system reports and claim status
- (m) Implementation of Best Practice Litigation Handling Guidelines and Legal Audits

4. Additional expense, including the printing of computer compatible checks, carrier cost, other programming or printing specifically requested by Client shall be invoiced at IPMG Claims Management Services cost. This includes any costs associated with the client's bill review and pharmacy programs.

Bill Review

Alpha Review Corporation

Straight line cost of \$5 per bill for fee schedule

21% of savings for PPO network reductions

*PPO % savings charge is based only on difference between PPO and fee schedule

Pharmacy Management

Optum Rx

Brand Name

AWP less 12% with \$2 dispensing fee

Administration fee of .50

Generic

AWP less 50% with \$2 dispensing fee

Administrative fee of .50

Dated: January 1, 2018

**IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.**

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

EXHIBIT "B"
CLAIMS SERVICE PLAN

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on January 1, 2018 (the "Third Party Administration Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Macon County ("Client").

Term: 12 Months
January 1, 2018 to December 31, 2019

W I T N E S S :

IPMG Claims Management Services and Client agree as follows:

IPMG Claims Management Services Agrees:

1.
 - (a) To receive and review all claims and/or losses reported during the term of this contract which involve claims under Client Insurance Coverages (as defined in the Third Party Administrator Agreement).
 - (b) To establish, evaluate and reserve all such claims.
 - (c) To investigate, adjust, settle or resist all reported losses and/or claims within discretionary settlement authority limit..
 - (d) To investigate, adjust, settle or resist all reported losses and/or claims that are in excess of the discretionary settlement authority limit subject to approval of Client.
 - (e) To utilize medical cost containment programs (i.e. utilization review, PPO network, audits and similar cost containment service) to manage the costs of medical services on claims where such programs are allowed by governmental authority.
 - (f) To participate in the selection and assist in the supervision of attorneys appointed to defend formal claims.
 - (g) To investigate and advise Client of all situations involving subrogation and, where appropriate, pursue collection from responsible third parties.
 - (h) Advise Client of all claims which meet the reporting threshold of Client's excess insurance program and to report such claims to the appropriate carrier; provided, however, that Client has furnished ClaimsOne with complete copies of all excess policies which could apply to the claims reported during the contract period.
 - (i) To print and distribute claim and claims expense payments on all Client claims handled by ClaimsOne.
2. To make necessary filings of claim reports with appropriate governmental agencies.
3. To furnish all claim forms necessary for proper claims administration.
4. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of Client. Such files are available for review by Client at any reasonable time, with notice.
5. To furnish Client with reports as agreed to by IPMG Claims Management Services and Client.

6. If included in Exhibit A, to take over the handling of all claims pending as of the effective date of the Third Party Administrator Agreement and provide those services set forth in sections 1(a)-(i) above for such claims.

Client Agrees:

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as Exhibit A to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within 30 days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third party Administrator Agreement.

(b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client. This includes pharmacy program prescription drug costs and medical bill review service fees.

(c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.

(d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the contract period.

IPMG Claims Management Services and Client Mutually Agree as Follows:

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in Exhibit B.

(b) Client shall have the option upon termination or expiration of the Third party Administrator Agreement:
 - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services; or
 - (ii) to have IPMG Claims Management Services continue to service the open claims for an additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses.

2. To not employ a person who has been employed by any other party to this contract at any time during the term of the Third Party Administrator Agreement, unless the person to be employed shall not have been employed by the other party during the immediately preceding 12 months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one year.

3. IPMG Claims Management Services agrees to store closed files at no additional cost to Client while IPMG Claims Management Services is providing claims service to Client. After this period, files will either be returned to Client or stored at Client's option and expense. IPMG Claims Management Services agrees to store the closed claims after Client ceases handling claims for Client for up to five years. If stored by IPMG Claims Management Services, Client will be charged a one-time inventory fee and monthly storage fees at IPMG Claims Management Services outside vendor's prevailing rates.

Indemnification.

(a) Notwithstanding anything to the contrary herein, IPMG Claims Management Services agrees to indemnify, hold harmless and defend the Client and each of its officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by IPMG Claims Management Services, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of the Client, or its officers, directors, agents, servants or employees.

(b) Notwithstanding anything to the contrary herein, Client agrees to indemnify, hold harmless and defend IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of the Client and each of its officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by Client, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of IPMG Claims Management Services or its officers, directors, agents, servants or employees.

Dated: January 1, 2018

**IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.**

MACON COUNTY

By _____
 Name Gregg Peterson
 Title President

By _____
 Name _____
 Title _____

**MACON COUNTY BOARD RESOLUTION
APPROVING A ONE YEAR AGREEMENT WITH IPMG
CLAIMS MANAGEMENT SERVICES, LLC FOR GENERAL
LIABILITY THIRD PARTY ADMINISTRATION SERVICES**

RESOLUTION NO. G-4779-02-18

WHEREAS, Macon County's general liability insurance program for the year beginning 12/1/2017 includes a self-insured retention amount of \$100,000 which applies to a covered loss for each occurrence of claim; and

WHEREAS, Macon County desires to rely on the expertise of a third party to contract the management of these claims to provide payment of claims, evaluation and establishments of reserves, investigation and adjustment of claims, supervision of medical treatment of injured claimants, negotiation of settlements with claimants, monitoring of claims for subrogation, and preparation of required reports by excess insurers and other government agencies; and

WHEREAS, IPMG is in the business of claims administration and has provided this service to Macon County for the past year; and

WHEREAS, IPMG offered a one year agreement to manage general liability claims for an administrative fee of \$1,200 plus a fee per claim as per the fee schedule in exhibit "A" of the attached agreement; and

WHEREAS, the Macon County Operations and Personnel Committee (OP) agreed at their meeting on 1/22/2018 and the Finance Committee on 1/29/2018 to accept the attached agreement for TPA services from 12/1/2017 through 11/30/2018 from IPMG Claims Management Services, LLC; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve accepting the attached agreement in its entirety from IPMG Claim Management Services, LLC for General Liability Third Party Administration Services.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement (“Agreement”) is entered into as of the 1st day of December, 2017, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company (“IPMG Claims Management Services”) located at 225 Smith Road, St. Charles, IL 60174 and Macon County (“Client”) located at 141 S. Main St., Decatur, IL 62523.

RECITALS

- A. IPMG Claims Management Services is in the business of providing claims administrative services, including those set forth in paragraph B.2. herein.
- B. In reliance on the expertise of IPMG Claims Management Services to provide claims administrative services, Client desires to contract with IPMG Claims Management Services to provide and IPMG Claims Management Services desires to provide claims administrative services claims received within the contract term for those lines of coverage outlined in Exhibit A.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Recitals. The above recitals are hereby incorporated into this Agreement and made a part hereof.
- 2. Third Party Administrator Services. In consideration of payment from Client to IPMG Claims Management Services of the fees in accordance with the Fee Schedule attached hereto as Exhibit “A” and made a part hereof, IPMG Claims Management Services agrees to provide the following services, as specified in the service plan attached hereto as Exhibit B, to Client for Client’s Insurance Coverages:
 - (a) Evaluation and establishment of reserves for claims.
 - (b) Investigation and adjustment of claims.
 - (c) Supervision of medical treatment of injured claimants.
 - (d) Negotiation of settlements with claimants.
 - (e) Participation in the selection and assistance in the supervision of attorneys appointed to defend formal claims.
 - (f) Audit of medical, hospital and miscellaneous expenses prior to making payments.
 - (g) Payment from funds made available by Client of any final award, judgment or settlement of a claim or loss together with all expenses incurred for investigation, negotiation or defense.
 - (h) Monitoring of claims for subrogation.
 - (i) Preparation of regular reports detailing claims, payments and reserves.
 - (j) Preparation of reports required by excess insurers.
 - (k) Preparation and filing of reports required by applicable governmental agencies.

3. Term and Termination. This Agreement shall be effective for the period outlined in Exhibit B unless terminated sooner as provided herein. At the conclusion of each contract term, IPMG Claims Management Services will continue to service claims until closed for an additional fee as set forth in Exhibit A. This contract agreement (as a whole) may be terminated prior to the Termination Date upon the earliest of any of the following:
- (a) the written agreement of the parties hereto;
 - (b) following at least thirty (30) days' written notice by either party to the other if the other is in breach or default of any material obligation under this Agreement and does not cure such breach or default within thirty (30) days of said notice;
 - (c) automatically upon bankruptcy, receivership, disability or liquidation of IPMG Claims Management Services.
 - (d) following at least fourteen (14) days written notice by IPMG Claims Management Services that Client has failed to provide sufficient funds for the performance of IPMG Claims Management Services' obligations pursuant to the Claims Service Plan, attached hereto as Exhibit B and Clients failure to provide such funds within the period set forth in the notice.
4. Insurance. IPMG Claims Management Services agrees to obtain and maintain errors and omissions insurance with \$1 million dollars occurrence/aggregate limits. IPMG Claims Management Services shall not commence TPA Services hereunder until it has obtained all insurance required hereunder.
5. Independent Contractor/Binding Authority. IPMG Claims Management Services and Client are independent contractors and shall be solely responsible for the employment, control and direction of their employees and agents. Nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Except as otherwise expressly provided herein, each party shall bear its own expenses with respect to the services to be provided pursuant to this Agreement.
6. Notices. All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if personally delivered, mailed by certified or registered mail, postage prepaid, if sent by courier by overnight carrier, or if sent by facsimile with hard copy to follow via first class mail with evidence of facsimile transmission, and, subject to subsequent designation of another address, addressed as follows:
- If to Client:
- If to IPMG Claims Management Services:
Carol Reed
Macon County
141 S. Main St.
Decatur IL 62523
- Gregg Peterson
IPMG Claims Management Services.
225 Smith Rd.
St. Charles, Illinois 60174
7. Confidentiality. IPMG Claims Management Services acknowledges the confidentiality of records and information it receives from Client and agrees that such records and information will be used solely for the purpose of providing the services contemplated by this Agreement.

8. Successors and Assigns. This Agreement is binding on any and all successors to the parties and assignable, in whole or any part, only with the written consent of the non-assigning party.
9. Remedies Cumulative. All rights and remedies conferred upon the parties hereto by this Agreement or by law, in equity or otherwise, shall be cumulative of each other, and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy shall preclude the later exercise of such right or remedy or the exercise of any other right or remedy.
10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the full extent compatible with the applicable law as it shall then appear.
11. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding on the party against whom enforcement of such amendment or waiver is sought only if such amendment or waiver is in writing and signed by the party against whom enforcement of such amendment or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
12. References. All references herein to the singular shall include the plural as the case may require. All references to the masculine gender shall be construed as references to the feminine gender as the case may require.
13. Captions. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
14. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois.
15. Entire Agreement. This Agreement, including any exhibits hereto and any other documents referred to or provided for herein, represents the entire contract among the parties with respect to the subject matter hereof, and shall not be modified or affected by any other offer, proposal, statement or representation, whether oral or written, made by or for any party in connection with the negotiation of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

EXHIBIT "A"
FEE SCHEDULE

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on December 1, 2017 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and Macon County ("Client").

Client agrees to pay IPMG Claims Management Service fees for services provided pursuant to the Third Party Administrator Agreement as follows:

1. Client agrees to pay IPMG Claims Management Services an annual minimum and deposit fee of One Thousand Two Hundred Dollars (\$1,200.00) upon execution of the Third Party Administrator Agreement.

2. (a) Zero Dollars (\$ 0.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Property and Casualty:

Auto Liability - BI	\$575
Auto Liability – PD	\$375
General Liability – BI	\$575
General Liability - PD	\$375
Police Liability	\$800
Employment Practices	\$900
Errors and Omissions	\$900
Incident Report	Included

Liability Claim Handling Fees that may apply per claim:

Attorney Represented Claimants	\$150
Excess Reportable Claims	\$150
Medicare Data Reporting	\$100
Subrogation Service	\$150

- (b) IPMG Claims Management Services will perform an audit within 60 days of the termination date of the Third Party Administrator Agreement to determine claims frequency and status during the preceding annual period, which audit shall be made available to Client. Thereafter further audits will be ongoing on a quarterly or annual basis. In the event that the audit establishes that the above allocated portion of annual minimum and deposit of (\$0) has been exceeded by actual claims experience, then IPMG Claims Management Services may invoice Client at any time for additional sums due IPMG Claims Management Services in accordance with the above per claim(ant) rates. Upon termination or non-renewal of IPMG's TPA service, IPMG Claims Management will terminate claims handling services.
- (c) If a claim changes to a different claim status, Client agrees to pay the difference between the two rates. This includes the additional claims handling fees outlined above.

3. One Thousand Two Hundred dollars (\$1,200.00) of the annual minimum and deposit fee represents an administrative fee which shall include the following services:

- (a) Monthly or quarterly loss runs (or as needed);
- (b) Claim Loss Fund Payment and Cash Log Tracking
- (c) State reports assistance;
- (d) Claims review and report;
- (e) Provider 1099's.
- (f) Excess Reporting
- (g) Systems
- (h) Supervision
- (i) Data storage & maintenance
- (j) Medicare Data Reporting to comply with Section 111 of the Medicare and Medicaid Act
- (k) On line claims reporting (In-Sight)
- (l) Access to operating system for system reports and claim status
- (m) Implementation of Best Practice Litigation Handling Guidelines and Legal Audits

4. Additional expense, including the printing of computer compatible checks, carrier cost, other programming or printing specifically requested by Client shall be invoiced at IPMG Claims Management Services cost.

Dated: December 1, 2017

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

EXHIBIT "B"
CLAIMS SERVICE PLAN

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on December 1, 2016 (the "Third Party Administration Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Macon County ("Client").

Term: 12 Months
December 1, 2017 to December 1, 2018

WITNESSES:

IPMG Claims Management Services and Client agree as follows:

IPMG Claims Management Services Agrees:

1.
 - (a) To receive and review all claims and/or losses reported during the term of this contract which involve claims under Client Insurance Coverages (as defined in the Third Party Administrator Agreement).
 - (b) To establish, evaluate and reserve all such claims.
 - (c) To investigate, adjust, settle or resist all reported losses and/or claims within discretionary settlement authority limit..
 - (d) To investigate, adjust, settle or resist all reported losses and/or claims that are in excess of the discretionary settlement authority limit subject to approval of Client.
 - (e) To utilize medical cost containment programs (i.e. utilization review, PPO network, audits and similar cost containment service) to manage the costs of medical services on claims where such programs are allowed by governmental authority.
 - (f) To participate in the selection and assist in the supervision of attorneys appointed to defend formal claims.
 - (g) To investigate and advise Client of all situations involving subrogation and, where appropriate, pursue collection from responsible third parties.
 - (h) Advise Client of all claims which meet the reporting threshold of Client's excess insurance program and to report such claims to the appropriate carrier; provided, however, that Client has furnished ClaimsOne with complete copies of all excess policies which could apply to the claims reported during the contract period.
 - (i) To print and distribute claim and claims expense payments on all Client claims handled by ClaimsOne.
2. To make necessary filings of claim reports with appropriate governmental agencies.
3. To furnish all claim forms necessary for proper claims administration.
4. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of Client. Such files are available for review by Client at any reasonable time, with notice.

5. To furnish Client with reports as agreed to by IPMG Claims Management Services and Client.
6. If included in Exhibit A, to take over the handling of all claims pending as of the effective date of the Third Party Administrator Agreement and provide those services set forth in sections 1(a)-(i) above for such claims.

Client Agrees:

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as Exhibit A to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within 30 days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third party Administrator Agreement.
(b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client.
(c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.
(d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the contract period.

IPMG Claims Management Services and Client Mutually Agree as Follows:

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in Exhibit B.
(b) Client shall have the option upon termination or expiration of the Third party Administrator Agreement:
 - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services; or
 - (ii) to have IPMG Claims Management Services continue to service the open claims for an additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses.
2. To not employ a person who has been employed by any other party to this contract at any time during the

term of the Third Party Administrator Agreement, unless the person to be employed shall not have been employed by the other party during the immediately preceding 12 months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one year.

3. IPMG Claims Management Services agrees to store closed files at no additional cost to Client while IPMG Claims Management Services is providing claims service to Client. After this period, files will either be returned to Client or stored at Client's option and expense. IPMG Claims Management Services agrees to store the closed claims after Client ceases handling claims for Client for up to five years. If stored by IPMG Claims Management Services, Client will be charged a one-time inventory fee and monthly storage fees at IPMG Claims Management Services outside vendor's prevailing rates.

Indemnification.

(a) Notwithstanding anything to the contrary herein, IPMG Claims Management Services agrees to indemnify, hold harmless and defend the Client and each of its officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by IPMG Claims Management Services, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of the Client, or its officers, directors, agents, servants or employees.

(b) Notwithstanding anything to the contrary herein, Client agrees to indemnify, hold harmless and defend IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of the Client and each of its officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by Client, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of IPMG Claims Management Services or its officers, directors, agents, servants or employees.

Dated: December 1, 2017

IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.

MACON COUNTY

By _____
Name Gregg Peterson
Title President

By _____
Name _____
Title _____

**MACON COUNTY BOARD RESOLUTION ACCEPTING
A ONE YEAR PROPOSAL FROM AJ GALLAGHER
FOR PROPERTY AND INLAND MARINE INSURANCE COVERAGE**

RESOLUTION NO. G-4780-02-18

WHEREAS, Macon County purchases commercial insurance for losses connected with property and inland marine scheduled equipment; and

WHEREAS, Macon County has purchased this coverage from United Fire & Casualty for four years since our insurance agent , Arthur J. Gallagher, went to the market for an open bid in 2014; and

WHEREAS, United Fire & Casualty has quoted continuing coverage which represents the best value for Macon County as further detailed in the attachment; and

WHEREAS, the Operations and Personnel Committee (OP) discussed this quote on 1-22-2018, and agreed to accept the recommendation of Gallagher for the proposal from United Fire & Casualty for property and inland marine coverage at a cost of \$25,452.

WHEREAS, this proposal is for the named insurance from 2-1-2018 to 2-1-2019.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves accepting the attached proposal from United Fire and Casualty.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING AN INCREASE IN THE
MILEAGE REIMBURSEMENT RATE**

RESOLUTION NO. G-4781-02-18

WHEREAS, the Finance Committee met on January 29, 2018, and discussed the IRS announcement regarding the 2018 Standard Mileage Rate; and

WHEREAS, the Finance Committee agreed to follow IRS regulations regarding mileage reimbursement; and

WHEREAS, the said amount would be increased from the current 53.5 cents per mile to 54.5 cents per mile for business miles driven effective February 9, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves increasing the county's mileage reimbursement rate to 54.5 cents per mile per the IRS guidelines effective February 8, 2018.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD

MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
 APPROVING A BUDGET AMENDMENT FOR
 WORKFORCE INVESTMENT SOLUTIONS FY'18 BUDGET
 – Workforce-Richland Consortium Adult Education & Literacy Grant**

RESOLUTION NO. G-4782-02-18

WHEREAS, the Operations & Personnel Committee met on January 22, 2018 and the Finance Committee met on January 29, 2018 and were presented with a request to amend the Workforce Investment Solutions budget for FY'18; and

WHEREAS, Workforce Investment Solutions has recently entered into an agreement in the amount of \$59,634 from Richland Community College for an Adult Education and Literacy Grant for the period of December 1, 2017 – June 30, 2018; and

WHEREAS, this grant is included in Workforce Investment Solutions Department 075 and assigned Grant ID 975 and Project ID 97517; and

WHEREAS, an emergency exists whereby if the budget is not amended, valuable grant funds will be lost.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves amending the Workforce Investment Solutions FY18 Budget as follows:

Increased Revenue:	075-975-4500-000-975-97517	\$59,634.00
Increased Expenses:	075-975-5001-000-97517	\$ 2,126.00 (Director Wages)
	075-975-5040-000-97517	\$ 4,917.00 (Monitor Wages)
	075-975-5695-000-97517	\$ 34,229.00 (Instructor Wage)
	075-975-6010-000-97517	\$ 1,960.00 (Health Ins)
	075-975-6011-000-97517	\$ 3,335.00 (Soc. Sec.)
	075-975-6012-000-97517	\$ 1,017.00 (IMRF)
	075-975-7362-000-97517	\$ 1,500.00 (Rent DPL)
	075-975-8020-000-97517	\$ 3,950.00 (Supplies)
	075-975-8040-000-97517	\$ 6,600.00 (Other)

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
 MACON COUNTY, ILLINOIS

ATTEST:

BY:

 Stephen M. Bean, Clerk for the
 County of Macon, State of Illinois

 Jay Dunn, Chairman
 Macon County Board

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN RICHLAND COMMUNITY COLLEGE AND Workforce Investment Solutions FOR Richland Workforce Consortium: Adult Education and Literacy Grant

THIS AGREEMENT, entered this 1st day of December 2017, by and between Richland Community College (herein called the "Grantee" and/or "College") and Workforce Investment Solutions (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the Adult Education and Literacy Grant; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will provide advising, assessing and instructional services to eligible adult education and family literacy students. The Subrecipient will be responsible for administering grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities:

- | | |
|-------------|--|
| Activity #1 | Provide Test for Adult Basic Education (TABE) and career assessment advising to eligible students. |
| Activity #2 | Provide vocational bridge classes in the areas of Healthcare, Manufacturing and Hospitality. |
| Activity #3 | Provide training for personal and professional career development and retention skills. |

2. Administration

Administrative services to be performed by the subrecipient in support of activities noted above include reporting of attendance hours, managing lease agreement, coordinating and evaluating instructors, purchasing instructional supplies, reporting of student outcomes and fiscal expenditures.

SECTION 2: TERM OF AGREEMENT

The term of this Agreement is 12/01/2017 through 06/30/2017. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until the audit shall be completed. The provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of grant/program funds.

SECTION 3: PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the College to meet its reporting obligations. The College will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Closeout reports including a final performance report and final financial report, upon termination or completion of the award.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The College shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed \$59,634 upon presentation of properly executed reimbursement forms as provided by and approved by the College.

Such reimbursement shall constitute full and complete payment by the College under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's budget approved by the College.

Any reimbursement made under this Agreement must comply with the applicable requirements of 2 CFR Part 200.415. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Reimbursement request must be submitted to the College. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to Workforce Investment Solutions, 757 W. Pershing Road, Decatur, Illinois 62526.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.415.

C. Budget

<u>Line Item</u>	<u>Amount:</u>
Salaries	43,607
Fringe	3,977
Office Space	1,500
Supplies and Materials	3,950
Other	<u>6,600</u>
TOTAL	\$59,634

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Both the Grantee and the Subrecipient must approve any amendments to the budget in writing.

D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Subrecipient, the College shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

- B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the College or its designee; and

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over grant/program funds.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

Properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges, shall support all costs. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the College shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all funds, and make sure the same are used solely for authorized purposes.
- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the College at any time during normal business hours and as often as necessary.

SECTION 3: REIMBURSEMENT

The College shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the College. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the College determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the College may order repayment of the same. The Subrecipient shall remit the disallowed amount to the College within thirty (30) days of written notice of the disallowance.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, personal delivery or sent by other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/College
Jeff Davison, Director Adult Education
One College Park
Decatur, IL 62521
217-875-7200 Ext: 6489
jdavison@richland.edu

Subrecipient
Rocki Wilkerson, Director
757 W. Pershing Road
Decatur, IL 62526
217-875-8720
rwilkerson@mdwis.org

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions, rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the Program. The applicable laws and regulations include, but are not limited to:

- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the College and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage.

Upon request, the Subrecipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect shall provide the certificates of insurance to the College. Insurance limits must be on each Certificate of Insurance.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the County may immediately terminate this contract.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the College may terminate this Agreement and withhold further Agreement funds.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records To Be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records required to determine the eligibility of activities;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the completion of the performance period. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

D. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Civil Rights

1. General Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

- Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- C. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition that the individual must meet to be provided a service or a benefit under this Agreement.

F. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and

wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request

3. Drug-Free Workplace

The Subrecipient will or will continue to provide a drug-free workplace.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

- A. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

5. Lobbying

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. It will require that the language of the paragraph below of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee:
Richland Community College

Date _____

By _____
Dr. Cristobal Valdez, President

Subrecipient:
Workforce Investment Solutions

Date 1/2/18

By [Signature]
Name/Title: Rueki Wilkerson, Executive Director

**MACON COUNTY BOARD OMNIBUS RESOLUTION
APPROVING BUDGET CLEAN-UP FOR FY17**

RESOLUTION NO. G-4783-02-18

WHEREAS, the Finance Committee met on January 29 , 2018 to discuss a request from the Auditor for a FY2017 clean-up resolution for bucket transfers listed on the attached list; and

WHEREAS, the Finance Committee approved the Auditor's request and agreed to send one FY2017 omnibus clean-up resolution to the full county board for the bucket transfers as per the attached list; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the amending of this budget; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the budget clean-up amendment as per the attached list.

BE IT FURTHER RESOLVED BY THE Macon County Board that this Resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INTERGOVERNMENTAL
AGREEMENT BETWEEN MACON COUNTY
BOARD AND WHITMORE TOWNSHIP BOARD
FOR TOWNSHIP ASSESSING**

Resolution No. G-4784-02-18

WHEREAS, the Macon County Board has received notification from Whitmore Township that they do not have a duly elected, appointed, or contracted Township Assessor; and

WHEREAS, the Whitmore Township is desirous of the Macon County Supervisor of Assessments to perform their township assessments; and

WHEREAS, pursuant to Article VI, §10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), units of local government in the State of Illinois may contract between themselves to obtain or share services and to exercise or combine functions which either of the units of local government are authorized by law to perform; and

WHEREAS, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) (“Code”), the Chief County Assessment Officer (“Supervisor of Assessments”) has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, to the attached Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Macon County Board is authorized to execute the Agreement on behalf of this Board.

PRESENTED, PASSED, and APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

INTERGOVERNMENTAL COOPERATION AGREEMENT

Between the County of Macon, in the State of Illinois and the Township of Whitmore, in Macon County, Illinois for Assessment of Real Estate in Whitmore Township

THIS AGREEMENT is between the COUNTY OF MACON, a unit of local government organized under the laws of the State of Illinois (“County”), and THE TOWNSHIP OF WHITMORE, Macon County, Illinois, a unit of local government organized under the laws of the State of Illinois (“Township”).

WHEREAS, pursuant to Article VI, §10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), units of local government in the State of Illinois may contract between themselves to obtain or share services and to exercise or combine functions which either of the units of local government are authorized by law to perform; and

WHEREAS, pursuant to the terms of the Property Tax Code (35 ILCS 200/1-1) (“Code”), the Chief County Assessment Officer (“Supervisor of Assessments”) has authority to assess property (35 ILCS 200/9-80); and

WHEREAS, under the terms of the Code, the Township Assessor of the Township is authorized to assess all property in the Township except such property as is exempted from taxation (35 ILCS 200/9-70); and

WHEREAS, the County and Township desire to express in writing their respective desire to cooperate and assist each other under the terms of the Code and to acknowledge the obligations of each in the proper and legal assessment of real estate under the Code; and

WHEREAS, the Supervisor of Assessments is required, by January 1st of each year, to assemble all Assessors and instruct them in the uniformity of their functions (35 ILCS 200/9-15; and

WHEREAS, although the primary duty under the Property Tax Code falls upon the Township Assessor (35 ILCS 200/9-70) for the assessment of the various classes of real estate, being residential, commercial, industrial and farm tracts located within the Township, the Code authorizes the County Board of the County to submit a bill to the Township Board for the reasonable costs incurred by the Supervisor of Assessments in completing assessments not performed by the Township Assessor (35 ILCS 200/9-230).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other, for their mutual benefit, as follows:

1. Term

The term of this Agreement shall be for a period commencing January 1, 2018, through December 31, 2021.

2. County Charges

The Macon County Board shall charge the Township \$5.00 per non-farm parcel for each parcel in the township as listed on the 2017 Supervisor of Assessments abstract to the Illinois Department of Revenue. The fee to be charged under this Agreement is \$8,945. The fee shall be paid by the Township annually in four equal payments. The County shall make no charge against the Township other than is authorized herein by this Agreement.

3. Billing and Payment

The Supervisor of Assessments shall bill the Township Board on or before the 15th day of January for the assessment of property within the Township. The Township shall pay such bill within 45 days after the receipt thereof.

4. Access to Records

At all times during the term of this Agreement and during regular business hours, the Township shall have full and complete access to the view-only portion of the Visual PAMS Pro CAMA System ("PAMS Pro") and the Fike and Fike System on a computer terminal set up for the Township. Furthermore, the Township shall have reasonable access to the written records contained in the office of the Supervisor of Assessments at no charge to the Township.

5. Computer Files

The Supervisor of Assessments shall furnish annually, upon request, to the Township a computer disk (PDF file) of all property record cards pertaining to the Township contained in the computer files in the office of the Supervisor of Assessments as of the end of the calendar year. There shall be no charge of the County or the Supervisor of Assessments for this service to the Township.

6. Notices

Unless otherwise provided herein to the contrary, all Notices required or communications concerning this Agreement shall be deemed given when hand delivered or deposited in the United States Mail, First Class, postage prepaid, addressed:

to the County, at:

Supervisor of Assessments
141 South Main Street Suite 401
Decatur, IL 62523

With a copy to:

County Board Chairman
Macon County Office Building
141 South Main Street Suite 501
Decatur, IL 62523

to the Township, at:

Martha Dalton
Township Supervisor
204 W Bower St
Oreana, IL 62554

A change of address by either party may be given to the other by a Notice given in compliance herewith.

7. Severability

If any term, condition, covenant or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such terms, covenants, conditions and provisions of this Agreement shall be valid and be enforced to the fullest extent provided by law. The provisions of this agreement are not intended to alter the obligations and responsibilities of the parties under the Code and any provisions attempting to do so shall be null and void.

8. Effect of Waiver of Breach

No consent or waiver, expressed or implied, by the County or the Township to or of any breach of any covenant, condition or duty of the other party hereto, shall be construed as a consent or waiver to or of any reach of the same or any other covenant, condition or duty.

9. Modification

This Agreement may not be modified or altered except in writing, signed by the parties hereto.

10. Headings

The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

IN WITNESS WHEREOF, the County of Macon, Illinois, and the Township of Whitmore, Macon County, Illinois, have hereunto affixed their respective hands and seals as of the last date of execution of this Agreement being by and under the respective governing body of each party hereto, by resolution and duly and legally adopted.

COUNTY:

Date

Jay A. Dunn
Chairman
Macon County Board

ATTEST:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

TOWNSHIP:

Date

Martha Dalton
Township Supervisor
Whitmore Township

ATTEST:

Sharon S. Conway
Township Clerk
Whitmore Township

**MACON COUNTY BOARD RESOLUTION APPROVING
INCREASE IN APPROPRIATIONS IN THE
FY17 COURT SECURITY BUDGET**

RESOLUTION NO. G-4785-02-18

WHEREAS, veteran officers assigned to the Macon County Court Security Division have recently retired from the court security division, and have been replaced by recently added officers to replace these retired officers. These retired officers had accrued time which was owed to them at the time of their retirement. The program encountered a short overlap of newly hired officers, during the time of the compensation payout; and

WHEREAS, this additional expense can be covered by higher than expected revenues from court security fees during the 2017 fiscal year; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that legitimate claims against the county cannot be paid without amending of this FY17 budget; and

WHEREAS, this matter has been discussed by the Finance Committee on January 29th, 2018 and an agreement was reached to amend the court security budget as stated below; and

Increased Revenue	002-205-4260 (Court Security Fees)	\$26,000.00
Increased Expenses	002-205-5360 (Court security Salaries)	\$26,000.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office Court Security's FY 2017 budget; and

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY 2017 RECORDERS DOCUMENT
STORAGE BUDGET**

RESOLUTION NO. G-4786-02-18

WHEREAS, the Recorder is requesting increase of appropriations in the FY2017 Budget.

WHEREAS, unforeseen circumstances have give rise to an emergency situation to cover expenses for cost of the Recorders office server and installation in the Recorders Document Storage fund.

WHEREAS, the Finance Committee on Jan. 29, 2018 and the County Board on Feb. 8, 2018, have approved the increase in the Recorders Document Storage budget: and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Recorders Document Storage budget as follows:

Increase Revenue: A089-000-4292-000 \$6,667.37

Increase Expense: A089-000-7200-000 \$12,315.12

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Jay A. Dunn, Chairman
Macon County Board

**MACON COUNTY BOARD ORDINANCE
TO APPROVE LEASE AGREEMENT WITH
MACON COUNTY CASA, NFP**

ORDINANCE NO. O-129-02-18

WHEREAS, the Decatur Public Building Commission (DPBC) was formed pursuant to the Public Building Commission Act (Act) (50 ILCS 20/ 1 et seq.), and is the owner of the building located at 141 S. Main Street, Decatur, Illinois (County Building); and

WHEREAS, pursuant to Section 14(h) of the Act, the DPBC is authorized "to rent all or any part ... of such building ... to any municipal corporation that organized or joined in the organization of the Public Building Commission or to any branch, department, or agency thereof, ... or to any not for profit corporation or any non-profit organization or association"; and

WHEREAS, the County of Macon (County), through the Macon County Board, leases the County Building from the DPBC pursuant to Section 14(h) as the County joined the City of Decatur in the organization of the DPBC; and

WHEREAS, Macon County CASA, NFP, is a general not-for-profit corporation incorporated in Illinois whose mission is to facilitate the provisions of Section 2-17.1 of the Juvenile Court Act of 1987 (705 ILCS 405/2-17.1) and thus works with the Macon County Circuit Court; and

WHEREAS, the Macon County Board has in the past provided monetary support to Macon County CASA, NFP, from the County's general fund. The County was originally able to contribute \$15,000, but that amount was reduced to \$10,000 and ultimately to \$0 due to the County's budget constraints; and

WHEREAS, Macon County CASA, NFP, is in need of office space for its administrative offices; and

WHEREAS, the Macon County Board finds that there is excess space located on the 7th floor of the County Building, and that said space is not required for the use of the County, and desires to sub-lease to Macon County CASA, NFP, such excess space; and

WHEREAS, such a sub-lease is within the powers of the County Board pursuant to 55 ILCS 5/5-1049.2 and within the powers of the DPBC pursuant to 50 ILCS 20/14(h); and

WHEREAS, Pursuant to Section 12 of the Amended and Restated Multiple Facilities Lease Agreement of December 2017, the County Board has the authority to sub-lease parts of the County Building so long it receives the written consent of the DPBC; and

WHEREAS, the DPBC has not yet provided such consent but is expected to do so not later than its meeting on February 1, 2018 and

WHEREAS, attached hereto is a standard office lease agreement, prepared for the purposes of sub-leasing the proposed building space to Macon County CASA, NFP.

NOW, THEREFORE, BE IT ORDAINED by the Macon County Board that said County Board does hereby find that the excess space on part of the 7th floor of the County Building which is proposed

to be sub-leased is not required for the use of the County; and

BE IT FURTHER ORDAINED that the County Board does hereby approve the attached lease to Macon County CASA, NFP; and

BE IT FURTHER ORDAINED by the Macon County Board that the Board Chairman is authorized to execute the attached lease and any other documents necessary to facilitate completion of the agreement, provided that the DPBC provides written consent to the sub-lease.

PRESENTED, PASSED and APPROVED this 8th day of February, 2018.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon County, Illinois

Jay A. Dunn, Chairman
Macon County Board

LEASE

This lease is made between Macon County CASA, NFP, (CASA) and the County of Macon, Illinois (County).

Leased Premises

County sub-leases to CASA and CASA leases from the County approximately 2,235 square feet of space located on the seventh floor of the Macon County Office Building (County Building), located at 141 S. Main Street, Decatur, Illinois.

Term and Rent

The term of the lease shall be for three (3) years commencing April 1, 2018 or when suitable for move in and ending on January 31, 2021. The rent shall be Eleven Thousand One Hundred Seventy Five Dollars (\$11,175) annually payable in monthly installments of Nine Hundred Thirty One Dollars and Twenty Five Cents (\$931.25). Monthly payments shall be due on the first day of each month.

Obligations of Lessor

County will provide nine (9) parking spots, heating, ventilation, and air conditioning for the leased premises, pay utilities and keep the leased premises in good repair via its lease agreement with the Decatur Public Building Commission (DPBC).

Indemnity

CASA shall indemnify and save harmless the County and the DPBC, its officers, agents and employees from and against all claims, demands, losses or liability of any kind or nature, including, but not limited to, death, personal injury and property damage which might be imposed or claimed to be imposed upon the County or DPBC, their officers, agents or employees or any of them arising in any manner out of the use of the leased premises by CASA.

Insurance

CASA shall take out, pay for and carry policies of insurance of the kind and in the amounts set forth herein:

- a) Workers' Compensation and Employer's Liability
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Employee
 - Bodily Injury by Disease \$500,000 Policy Limit

Waiver of Subrogation in Favor of Decatur Public Building Commission

- b) Commercial General Liability – Bodily Injury & Property Damage
Combined Single Limit
Each Occurrence Limit \$1,000,000
Personal & Advertising Limit \$1,000,000
General Aggregate Limit \$2,000,000
Products and Completed Operations Aggregate Limit \$2,000,000
Damage to Premise Rented to You \$ 100,000
Medical Expense \$ 5,000

- c) CASA shall provide Primary and Non-Contributory insurance coverage in favor of the DPBC as provided in ISO CG2010 (11/85 edition) or equivalent such as CG2010 (07/04 edition) along with CG20137 (07/04 edition).

- d) Umbrella Liability – Shall be in excess of the Commission’s Liability, General Liability and Automobile Liability
Limit: \$1,000,000

All of the above insurance shall be written through a company or companies satisfactory to the contractor and the certification shall be of the type that definitely obligates the Insurer to notify the contractor at least thirty (30) days in advance of effective date in the event of cancellation. The designated insurance company or companies are to be licensed to do business in whichever state that work is being performed by subcontractor.

MACON COUNTY CASA, NFP

COUNTY OF MACON, ILLINOIS

By _____

By _____

Jay A. Dunn, Chair
Macon County Board

Dated: _____

Dated: _____