

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, October 4, 2016 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
10. Old Business
11. Standing Committee Reports
 - A. Administration HR
 1. Approve Amendment to the Intergovernmental Agreement by and between the County of Kendall, Jill Ferko, in her capacity as Kendall County Treasurer, and Kendall County Emergency Telephone Systems Board (KenCom) for Administrative and Treasury Services
 2. Approve low bid from Current Technologies for Dell EqualLogic PS6610X SAN in the amount of \$41,945.81. Amount to be paid from Public Safety Capital Improvement fund line item # 7502-000-6650 in an amount not to exceed \$35,945.81 and General Fund Technology Hardware line item #0102-033-6586 in an amount not to exceed \$6,000
 3. Approval of Transfer of Funds from Kendall County Circuit Clerk Court Automation fund to the General Fund (Technology) in an amount not to exceed \$45,000 for FY 2017, and in an amount not to exceed \$46,350 for FY 2018 for providing additional support of the JANO Justice System
 - B. Economic Development
 1. Proclamation Declaring October 7, 2016 as Manufacturing Day
 - C. Finance Committee
 1. Approve claims in an amount not to exceed \$ 690,899.70 and Petit Juror Claims in an amount not to exceed \$ 1,900.00
 2. Authorize payment of \$1,650 to Jensen Excavating for two inlets and swale grading from Tanglewood Trails escrow account
 3. Authorize Public Safety Committee Chair to sign change order deduction of \$95,800 to be submitted by SAS for the Public Safety Center and Courthouse security project
 - D. Judicial/Legislative
 - E. Animal Control
 - F. Health & Environment
 1. Approval of NACO Prescription Discount Program with Non-Exclusive rider
 - G. Committee of the Whole
 - H. Standing Committee Minutes Approval
12. Special Committee Reports
 - A. Kencom Executive Board
 - B. Housing Authority
 - C. Historic Preservation
 - D. UCCI
13. Chairman's Report

Appointments

Announcements

John A. Shaw – Regional Plan Commission (Kendall Township) – 3 year term – Expires October 2019
Ruben Rodriguez (replacement for Vern Poppen) – Regional Plan Commission – completing term until January 2019

14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
September 6, 2016**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, September 6, 2016 at 6:10 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell and Jeff Wehrli.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE MINUTES

Member Davidson moved to approve the submitted minutes from the Adjourned County Board Meeting of 8/2/16. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

Member Gilmour moved to approve the agenda. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

CITIZENS TO BE HEARD

Kim Baird, a former volunteer of the Kendall County Animal Control spoke about how she had brought forward some concerns and some examples she had about the Director of Animal Control. She was told that her concerns would be handled discretely. She was told that she was no longer welcome to volunteer. She was told that she should show up to public board meetings and voice her concerns. Ms. Baird stated that if the concerns were not valid why were changes made in the amount of part-time employees and the Director is showing up for work more. Facebook posts have now been deleted and the account has been made private. Ms. Baird read a letter of recommendation to prove that she is a level headed, rational, yet passionate volunteer.

Dorothy Barmann, a former employee and volunteer at the Kendall County Animal Control. Ms. Barmann spoke highly of Ms. Baird and stated why she felt Ms. Baird was fired. She questioned what is going on at KCAC.

STANDING COMMITTEE REPORTS

Administration/HR

Release of Executive Session Minutes

Member Gryder made a motion approve the release of May 7, 2015 executive session minutes. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Minutes from August 23, 2016

Member Cullick made a motion pull the minutes in the packet from the August 23, 2016 meeting. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell. **Motion carried 9-1.**

Highway

Highway Department Parking Lot Bid

Member Koukol stated that they will be discussing this at the next Highway meeting.

Economic Development

Member Koukol reviewed the minutes in the packet from the August 26, 2016 meeting.

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$816,378.25 and Grand Juror Claims in an amount not to exceed \$750.00. Member Koukol seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$25,896.08, B&Z \$1,687.78, CO CLK & RCDR \$572.33, ELECTION \$127,845.00, ED SRV REG \$6,185.32, SHRFF \$5,684.76, CRRCTNS \$26,167.42, MERIT \$130.00, EMA \$305.02, CRCT CT CLRK \$1,375.35, JURY COMM \$2,091.14, CRCT CT JDG \$4,377.00, CRNR \$2,082.07, CMB CRT SRV \$23,445.30, PUB DFNDR \$1,161.55, ST ATTY \$3,096.74, SPRV OF ASSMNT \$17,000.00, UNMPY CMP \$372.00, EMPLY HLTH INS \$357,677.44, OFF OF ADMN SRV \$47.73, GNRL INS & BNDG \$416.00, CO BRD \$51.43, TECH SRV \$1,713.94, CAP EXPND \$290.55, CAP IMPRV FND \$12,445.62, CO HWY \$10,830.24, TRNSPRT SALES TX \$42,745.66, HLTH & HMN SRV \$47,541.08, FRST PRSRV \$461.85, ELLIS HS \$1,033.30, ELLIS BRN \$143.35, ELLIS CMPS \$132.28, ELLIS RDNG LSSNS \$160.96, ELLIS BDAY PARTIES \$173.74, ELLIS WDDNGS \$3,194.62, HOOVER \$6,225.78, ENV ED CMPS \$563.15, ENV ED NTRL BEGINNINGS \$271.00, ENV ED OTHR PUB PRGMS \$259.00, GRNDS & NTRL RSRCS \$828.34, ANML CNTRL \$1,903.06, CO CLRK DTH SRCHRG \$1,459.00, RCDR DOC STRG \$292.71, HIDTA \$8,745.80, CMSRY FND \$40,408.39, CRT SEC FND \$242.41, LAW LBRY \$4,184.98, PRBTN SRV EXP FND \$5,859.25, ENG/CNSLTNG ESCRW \$7,068.78, EMPLY BNFT PRGM \$1,401.86, ANML POP CNTRL \$1,284.50, VAC \$3,845.59, FP BND PRCDS '07 \$3,750.00

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Judicial/Legislative

Corrected July 27, 2016 Committee Minutes

Member Prochaska made a motion approve the corrected July 27, 2016 committee meeting minutes. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Resolution Increasing the Court Automation Fee

Member Prochaska made a motion approve the resolution increasing the Court Automation Fee Collected by the Circuit Clerk to \$25.00 from \$15.00, effective October 1, 2016. Member Gilmour seconded the motion.

Member Prochaska stated that this was brought to the committee by the Circuit Clerk so that the salaries can be drawn upon from the court automation fund; there are several unfunded mandates coming from Springfield in the court automation area. Circuit Clerk Robyn Ingemunson stated what the unfunded mandates will include. Ms. Ingemunson went over what the fund balance currently is and the projections for the future.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION NO 2016-26**

A Resolution Increasing the Court Automation Fee Collected by the Circuit Clerk

WHEREAS, the County of Kendall, Illinois, pursuant to the Clerks of the Court Act, Section 105/27.3a of Chapter 705 of the Illinois Compiled Statutes, is authorized to require the Clerk of the Circuit Court to charge and collect a Court Automation Fee of not less than \$1.00 nor more than \$25.00 to defray the expense of establishing and maintaining an automated record keeping system in the Office of the Kendall County Circuit Clerk ("Office of the Circuit Clerk"); and

WHEREAS, Section 105/27.3a of Chapter 705 of the Illinois Compiled Statutes allows the Court Automation Fee to be collected from each party upon the filing of the first pleading, paper, or appearance in all civil cases and from the defendant in any felony, traffic, misdemeanor, ordinance or conservation case upon a judgment of guilty or grant of supervision; and

WHEREAS, pursuant to Section 105/27.3a of Chapter 705 of the Illinois Compiled Statutes, the County Board of Kendall County may increase the Court Automation Fee by Resolution; and

WHEREAS, the Kendall County Circuit Clerk ("Circuit Clerk") is recommending that the County Board of Kendall County increase the Court Automation Fee to \$25.00 from \$15.00 to meet the increased cost of maintaining the court automation system including the costs of hardware, software, research and development, and personnel related thereto, in the Office of the Circuit Clerk. It is further recommended that the Court Automation Fee, for or any traffic, ordinance or conservation case satisfied without a court appearance, should remain at \$5.00.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

- 1) The above listed recitals are incorporated herein by reference.
- 2) The fee collected by the Circuit Clerk for the Court Automation Fee pursuant to Section 105/27.3a of Chapter 705 of the Illinois Compiled Statutes shall be increased to \$25.00 from \$15.00 to meet the increased cost of maintaining the court automation system including the costs of hardware, software, research and development, and personnel related thereto, in the Office of the Circuit Clerk. Further, the Court Automation Fee, for any traffic, ordinance or conservation case satisfied without a court appearance, should remain at \$5.00.
- 3) The Court Automation Fee is to be collected from each party upon the filing of the first pleading, paper, or appearance in all civil cases and from the defendant in any felony, traffic, misdemeanor, ordinance or conservation case upon a judgment of guilty or grant of supervision.
- 4) Pursuant to Section 105/27.3a(4) of Chapter 705 of the Illinois Compiled Statutes, said fee shall not be charged in any matter coming to the Circuit Clerk on a change of venue, nor in any proceeding to review the decision of any administrative officer, agency, or body.
- 5) The Court Automation Fee shall be in addition to all other fees and charges authorized to be collected by the Circuit Clerk.
- 6) This Resolution replaces and supersedes all prior resolutions related to the Court Automation Fee.
- 7) This Resolution shall become effective October 1, 2016.

APPROVED and ADOPTED by a majority vote of the County Board of Kendall County, Illinois this 6th day of September, 2016.

Board Chairman Signature:
John A. Shaw, Chairman
Kendall County Board

Attest:
Debbie Gillette
Kendall County Clerk

Resolution Increasing the Document Storage System Fee

Member Prochaska made a motion to refer the document storage system fee collected by the Circuit Clerk to the Judicial Legislative Committee. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson and Purcell. **Motion carried 8-2.**

Animal Control

Member Wehrli reviewed the minutes in the packet from the August 17, 2016 meeting and discussed the feral cat program.

Health and Environment

Member Gilmour reviewed the minutes in the packet from the August 15, 2016 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Cullick moved to approve all of the Standing Committee Minutes and Reports. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated that they recognized Scott Koster for his service. They were awarded the cardiac run of the year for the second year in a row. They have finalized the back-up agreement with the Aurora Police Department.

Housing Authority

Member Prochaska stated that they will meet later this month.

Historic Preservation

Member Wehrli stated that they did not meet.

Co Board 9/6/16

UCCI

Member Prochaska they will have a meeting in September and an education seminar in October.

CHAIRMAN'S REPORT

Appointments

Bill Ashton – (Chair) Plan Commission (reappointment) – 3 year term – expires September 2019
Megan Andrews - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019
Bill Ashton - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019
John Church - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019
John A. Shaw - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019
David Stewart - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019
Nels Moe - Big Slough Drainage District (reappointment) – 3 year term - expires September 2019
Frank Carreno III - Public Aid Appeals (Little Rock)(reappointment) – 2 year term - expires September 2018
Jim Detzler - Public Aid Appeals (Oswego Township)(reappointment) – 2 year term - expires September 2018
Bob Walker - Public Aid Appeals (Alternate)(reappointment) – 2 year term - expires September 2018

Member Gryder moved to approve the appointments. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

OTHER BUSINESS

Member Wehrli noted the passing of Steve Barrett from the Veterans Assistance Commission.

ADJOURNMENT

Member Koukol moved to adjourn the County Board Meeting until the next scheduled meeting. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 9th day of August, 2016.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATIVE AND TREASURY SERVICES**

THIS AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE AND TREASURY SERVICES is by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*"), Jill Ferko, in her official capacity as Kendall County Treasurer ("*Treasurer*") and the Kendall County Emergency Telephone Systems Board ("*KenCom*").

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and KenCom (the "*parties*") are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Treasurer is a county officer within the meaning of Article VII, Section 4 of the Illinois Constitution of 1970 who is authorized to act as treasurer of any unit of local government in her county when requested by any such unit; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided

that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties entered into an Intergovernmental Agreement on or about November 29, 2012, wherein Kendall County and the Treasurer shall provide various administrative services for KenCom including, but not limited to, payroll, accounting and treasurer services by the Treasurer and insurance, administration and recordkeeping by Kendall County; and

WHEREAS, the parties now wish to amend the prior agreement to take into account special needs regarding technology assistance, and Paragraph 9 of the above named IGA allows for such modification of the Agreement if prepared in writing and approved by the parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Amendment as if fully restated in this paragraph 1.

2. The Intergovernmental Agreement for Administrative and Treasury Services entered into on or about November 29, 2012, is hereby amended to include the following modifications:

a. The following provision is added to Paragraph 2:

“m. Kendall County will provide operation and maintenance of all KenCom PCs, Servers, Software, Network, and all other technology systems. KenCom is still responsible for the purchasing of all such equipment (with the exception of paper and toner).

b. The following is added as the last sentence in Paragraph 4:

“Notwithstanding anything to the contrary above, KenCom agrees that it will transfer a base amount of \$45,000.00 per year, with an annual increase of three percent (3%) to be calculated and added, to Kendall County as reimbursement for the costs and services that Technology Services is taking on pursuant to the terms of this agreement. The three percent (3%) annual increase shall be cumulative.”

3. The remaining provisions of the Intergovernmental Agreement for Administrative and Treasury Services entered into on or about November 29, 2012 remain unchanged with only the above new provisions being added at this time.

4. Kendall County, the Treasurer and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Intergovernmental Agreement for Administrative and Treasury Services to be executed by their duly authorized officers on the last date below.

County of Kendall, Illinois

**Kendall County Emergency Telephone
Systems Board**

By: _____
Chair, Kendall County Board

By: _____
Chair, KenCom Executive Board

Attest:

Attest:

County Clerk

Secretary

Date

Date

Kendall County Treasurer

By: _____
Kendall County Treasurer

Attest:

County Clerk

Date

Date 09/20/16
Quote # CTCQ16628
Quoted By MRhodes

Current Technologies
1423 Centre Circle
Downers Grove, IL 60515
630.388.0240
fax: 630.388.0241
currenttech.net



Quote | Order Form

Sold To:

Kendall County
Scott Koeppel
811 West John Street
Yorkville, IL 60560
United States
Phone: (630) 553-8881
Fax:
skoeppel@co.kendall.il.us

Ship To:

Kendall County
Scott Koeppel
811 West John Street
Yorkville, IL 60560
United States
Phone: (630) 553-8881
Fax:
skoeppel@co.kendall.il.us

2016 SAN REPLACEMENT RFP

Line #	Description	Qty	Unit Price	Ext. Price
1	Dell EqualLogic PS6610X, Mainstream Performance 10K SAS 2.5" Drives 84x 900GB 10K SAS 2.5" 75TB Capacity (56.9 TB Estimated Usable Capacity using RAID 6) Dual Controllers, 10Gb, High Availability with Failover Static Rails for 4-Post Racks Redundant Power Supplies, 2800W, AC (2) C19 to C20, PDU Style, 16 AMP, Power Cord Dell Hardware Limited Warranty Extended Year Dell Hardware Limited Warranty Initial Year EqualLogic Advanced Software Warranty and Service, 7x24 Access, 3 Years ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2Years Extended ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	\$41,945.81	\$41,945.81
2	***FREE SHIPPING***			
			Total	\$41,945.81

Any lease payments shown are estimates only and final figures will be provided by third party lender subject to credit approval. The purchase of products and/or services from Current Technologies are subject to the standard terms and conditions located at the following URL: <http://www.currenttech.net/terms> By signing this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions.

All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing.

Shipping/Handling & applicable sales tax are not included in this quote and will be invoiced.

Quote # CTCQ16628

Agreed and Accepted:

Kendall County	Date	PO #
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Ordering Instructions: Email to: orders@currenttech.net or Fax to: 630-388-0241

**Robyn Ingemunson
Kendall County Circuit Court Clerk**



23rd Judicial Circuit
County of Kendall

Kendall County Courthouse
807 W John St.
Yorkville, IL 60560
630-553-4183

9/19/16

John Purcell-Finance Chair,

As part of the budget process I am going to transfer funds from the Court Automation Fund to the General Fund (Technology Services). The Technology Services Department will provide additional assistance to the Circuit Clerk's Office. Technology Services will become more involved in administration of the Jano Justice system. They will also assist with other technology needs in the Circuit Clerk's Office. The amounts listed below will be transferred in FY 2017 and FY 2018. I would like to evaluate and discuss the arrangement with Technology Services and the County Board before the FY 2019 budget is submitted.

FY 2017 amount: \$45,000

FY 2018 amount: \$46,350

Sincerely,


Robyn Ingemunson
Kendall County Circuit Court Clerk

County of Kendall
Resolution 16 –

PROCLAMATION DECLARING OCTOBER 7, 2016 AS MANUFACTURING DAY

WHEREAS, the products produced by manufacturers improve the lives of their customers; and

WHEREAS, manufacturing makes a critical contribution to the national, state and local economy; and

WHEREAS, manufacturing provides excellent employment opportunities and careers for skilled workers; and

WHEREAS, manufacturing companies produce and sell valuable, innovative products that bring new wealth to our communities; and

WHEREAS, the existence of these companies in our communities creates demand for other industry and services; and

WHEREAS, National Manufacturing Day™ will be held on Friday, October 7, 2016, as a celebration of modern manufacturing meant to inspire the next generations of manufacturers; and

WHEREAS, Kendall County desires to support this celebration of manufacturing; and

WHEREAS, manufacturers pay millions of tax dollars annually to support public education, law enforcement, emergency preparedness, public works and other essential services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY THAT OCTOBER 7, 2016 IS PROCLAIMED TO BE MANUFACTURING DAY IN KENDALL COUNTY.

PRESENTED and ADOPTED by the County Board, this 4th day of October, 2016.

Approved:

Attest:

John A. Shaw, County Board Chairman

Debbie Gillette, County Clerk and Recorder

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, September 15, 2016

Call to Order

The Budget and Finance Committee was called to order by Chairman John Purcell at 6:28p.m.

Committee Members Present: Scott Gryder, Matthew Prochaska, John Purcell

Committee Members Absent: Bob Davidson

Member Flowers arrived at 6:35p.m.

Others Present: Latreese Caldwell, Jeff Wilkins

Claims Review and Approval– Member Prochaska moved to forward to the County Board for Approval of Claims in an amount not to exceed \$711,097.82, Petit Juror Claims in an amount not to exceed \$3,900, and Grand Juror Claims in an amount not to exceed \$1,450, second by Member Gryder. **With three members voting aye, the motion carried.**

Items from Other Committees - None

Department Head and Elected Official Reports - None

Items of Business

- *Approve Historic Courthouse (HCH) Window Replacements in the amount of \$39,500 to be paid to Patrick McCann, Inc. from the Public Safety Capital Improvement Fund 750, line #0402-000-6650* - Jim Smiley reviewed the three projects for the \$50,000 budgeted this year, and said that he now has firm estimates for those projects, and that there was a difference in the budgeted amount originally requested. Member Prochaska made a motion to forward the approval of Historic Courthouse (HCH) Window Replacements in the amount of \$39,500 to be paid to Patrick McCann, Inc. from the Public Safety Capital Improvement Fund 750, line #0402-000-6650, second by Member Gryder. **With three members voting aye, the motion carried.**

- *FY2017 Budget* – Latreese Caldwell stated that the first look at the FY17 budget shows a new levy extension of \$21,212,000, which is new monies in the amount of 4342,000. The total requests from various departments and all other funds total \$25,047,000, which gives a beginning deficit of \$3.8 million dollars.

Member Prochaska asked about the General Fund projected property taxes for next year. Ms. Caldwell explained that entry to show the levy's and to balance the General Fund.

Ms. Caldwell also stated that \$196,000 will come from new construction, and \$146,000 will come from CPI times last year's levy.

Ms. Caldwell explained that for FY17, expenditures only increased by \$998,000, and the majority of that is in health care, contingency for raises for the union salaries, and in capital expenditures. The majority of the deficit is actually happening on the revenue side, with revenues being reduced in areas like the License, Permits and Fees, and Transferred in funds from the Health Department for benefits reimbursement.

There was a consensus from Members Gryder, Prochaska and Purcell to request the additional dollars from the Health Department for the reimbursement for health insurance benefits from the Health Department at the new insurance rates, and disagreement from Member Flowers.

Other Business - None

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – None

Executive Session – Not needed

Action Items for County Board

- *Approval of Claims in an amount not to exceed \$711,097.82, Petit Juror Claims in an amount not to exceed \$3,900, and Grand Juror Claims in an amount not to exceed \$1,450*
- *Approve Historic Courthouse (HCH) Window Replacements in the amount of \$39,500 to be paid to Patrick McCann, Inc. from the Public Safety Capital Improvement Fund 750, line #0402-000-6650*

Adjournment – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. **The meeting adjourned at 7:18p.m.**

Respectfully submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Budget & Finance Committee
BUDGET PRESENTATIONS
Friday, September 23, 2016

MEETING MINUTES

1. **Call to Order:** Chair John Purcell called the meeting to order at 1:30p.m.
2. **Members Present:** Matthew Prochaska, Elizabeth Flowers, John Purcell, Bob Davidson
Member Gryder arrived at 2:09p.m. and Member Davidson arrived at 4:35p.m.

Others Present: Latreese Caldwell, Bob Jones, Jeff Wilkins

3. **Review of Budgets** – Latreese Caldwell said that at the last Finance Committee meeting the committee decided to again ask the Health Department for health employee benefits in an amount not to exceed for \$388,593. Ms. Caldwell reviewed the requests, property tax revenue, the general fund, and the deficit of \$3.4 million.

4. **Budget Presentations**

1:45p.m. Jill Ferko & Bob Jones, *Treasurer's Office* – Bob Jones reviewed the Treasurer's office budget, miscellaneous revenues, sale and error, indemnity, unemployment and workers' compensation, and an increase in salaries with the committee.

Mr. Jones reported they increased the revenue for property tax late payments to \$360,000 compared to \$350,000 last year, the interest income was increased from \$30,000 to \$37,500, and miscellaneous revenue will remain the same. They increased unemployment compensation from \$30,000 to \$35,000, Auditing and Accounting will go from \$56,925 to \$53,300, which is a decrease. Property Tax Services stays the same until the renewal of the DevNet contract in 2018. Mr. Jones reported that the IMRF income will be a 5.89 increase combined, which is based on the total initial budgeted payroll, and the current IMRF rate. The Tax Sale Automation fund and Indemnity fund remain the same.

2:00p.m. Jacquie Purcell, *Coroner's Office* – Deputy Coroner Purcell reviewed the budget and informed the committee of the reductions that were made to bring them to \$550 under current year budget. Ms. Purcell said there will be an increase in the salary of the deputy coroner in compliance with the federal mandate as an exempt position. Ms. Purcell made the following changes: \$4000 from the per-call salaries, \$35000 in cell phones, \$1000

out of vehicle maintenance, \$500 from x-rays, \$1500 from the indignant person line, and \$500 from the histology line.

Ms. Purcell added \$500 to the clothing allowance line and \$450 in the personal property and bio-hazard line.

2:15p.m. Andy Nicoletti, *Assessment Office* – Mr. Nicoletti reviewed the Assessment budget which shows a negative budget until his union staff's salaries are determined, he reduced the contractual services line to the previous amount, he added a small salary increase for himself, and reduced over-time. The Farmland Review Board per-diems were reduced.

2:30p.m. Sheriff Baird, *Public Safety Center* – Sheriff Baird stated that his office has decreased staff by four: one patrol deputy, one corrections deputy, the food manager and the cook. They made adjustments and operational changes within the office to absorb the duties and responsibilities of some of those positions. These staff reductions will save approximately \$100,000 in pension and other benefits not located in the Sheriff's Office budget.

With the implementation of video bond call and video visitation allows the Sheriff to reduce the correction deputy staff by 1, not resulting in a lay off, but simply getting rid of a vacant position. The other proposed reduction is the replacement of the evidence custodian position with a civilian this fiscal year, therefore moving the previous person back on to the road to perform patrol duties. Additional over-time has been budgeted to account for this proposed staff reduction to ensure that they continue to meet the demands of the citizens, safety of their staff, and maintain fiscal responsibilities. They will report back to the Public Safety Committee in six months with the effects on operations of the office of the staff reductions.

As a summary, in FY16 and FY17, they have reduced total number of staff by 7, with no lay-offs, and only with operational changes within the department. In the proposed operation budget, there is a retiree with a \$57,000 of a salary that is obligated by labor contracts. If they did not have this contractual obligation, their combined budget would be reduced by \$32,000. The Sheriffs' Office has four accounts that receive dollars from the General Fund: Sheriff, Corrections, Merit Commission and Capital expense. They continue to review all processes and try to identify ways to continue and improve services and reduce costs whenever possible.

The Sheriff's budget is approximately \$24,000 increase from last year due to the contractual obligation. The Corrections budget proposes a flat budget compared to FY16. The Merit Commission budget is a decrease

by \$3000 compared to FY16 due to applicants of patrol or corrections deputy position paying the \$45 fee for testing. The Capital expense account is the same as FY16, and primarily for vehicle expense. Sheriff Baird stated that purchasing these vehicles will lower the maintenance and repair costs. Sheriff Baird reported estimated revenues for FY17 based on trends is \$1,154,100. Sheriff Baird said they are still in union negotiations with the FOP.

Sheriff Baird reviewed the other seven funds and said all expenses for FY17 are \$28,891 less than FY16.

Court Security fund budget is down \$202,000 which is \$7,000 more than FY16. Sheriff Baird said there is a reduction of overtime by \$3,000 and a major expenses this year is the replacement of a transport van that is high in miles and has increased maintenance and repair costs. There is a transfer to the revenue fund is down from \$120,000 to \$80,000. Sheriff Baird said a conservative revenue estimate is \$185,000 which is down from FY16, and continues to show a steady decline for the past few years.

Discussion on the purchase of new vehicles, the cost of maintenance and upkeep of current vehicles, base price of a vehicle, and the cost of equipment for each vehicle.

2:45p.m.

Fran Klaas, *Highway Department* – Fran Klaas reviewed the Highway budget with the committee, and said the grand total of all property tax levies, including county highway, county bridge and federally matching funds is \$2,000,000, which is \$55,000 less than last year. All of the capital improvements have been taken out of the sales tax fund. For 2017 they will have one less employment, because they will hire Andy Myers back as contractual or hourly, working less than 600 hours. By not replacing or filling Mr. Myers position with a full time employee, they will save \$75,000-\$100,000 in salary and benefits.

Mr. Klaas said that he would like to move John Burscheid, the Civil Engineer as the Assistant County Engineer position, and increase his salary by 5 percent this year, to \$66,000 from what was originally proposed in the FY2017 budget for the Highway Department.

Mr. Klaas said that they received 2.5 Million from KCOM for the Eldamain Road project, and stopped using the Federal STP dollars for anything until they have a larger project, such as Eldamain Road. Mr. Klaas stated that the STP funds are approximately \$500 million, with the goal of saving \$1,000,000 per year.

3:00p.m. Judge Tim McCann, *KC Judicial Office* – Judge McCann reviewed the Circuit Court Judge budget, and said they increased the courtroom furniture line by \$10,000. Judge McCann said that some furniture that has not be replaced in 18-years since the building opened, is broken and needs to be replaced. This furniture would include the judge’s chairs, lawyer’s chairs, the court reporter chair, etc.

Judge McCann said that the State Apportionment Judges increased from \$3,000 to \$3,392, which is determined by the state every year, that says that the County has to contribute this amount toward the associate judge’s salaries.

Judge McCann said that he has proposed a 2.5 percent salary increase for their two full-time employees.

Judge McCann reported on the Jury Commission budget, and said in the last 24-hours the Illinois Supreme Court struck down the statute that reduced the number of people on a jury and increased the pay. Judge McCann said that they would decrease juror pay in November, back to paying the lower fee.

Judge McCann said the Law Library budget is essentially the same.

3:15p.m. Vicki Chuffo, *Public Defender’s Office* – Vicki Chuffo said that her budget remained the same as last year, and that she is proposing a 2.5 percent raise for her employees. Ms. Chuffo said that her salary is set by the state, and has basically remained the same for 10-years.

3:30p.m. Tina Varney, *Court Services/Probation* – Tina Varney reviewed her budget with the committee, beginning with Combined Court Services, in which Ms. Varney informed the committee that the detention line item, has exceeded the budgeted amount for the year due to more youth in detention, extended stays, and the increased rate as of December 1, 2015 that is being paid to Juvenile Detention Center.

Ms. Varney said that the Juvenile Placement budget is under budget, but they have one youth in placement and she anticipates with the two amounts combined to come in just shy of the budgeted amount.

Ms. Varney also informed the committee that as far as salaries, the probation officers have a union contract, and what has happened in the past is that the managers get the same raise as the officers do. The overall increase in salaries is approximately a 2 percent increase.

Ms. Varney reviewed the revenues with the committee, and said that for State FY2016, they would receive \$271,292 from IEOC. They anticipate

that FY2017 will be \$357,147, with an additional \$85, 000. They were informed that they would receive the actual amount of \$292,794 for probation officer and manager salary reimbursements. And they will receive an additional \$77,949 for the two pre-trial positions.

Ms. Varney said that last year funding for the Drug Court position was proposed at \$44,900 for the salary and \$17,888 for benefits. Ms. Varney said they have not received nor expended that money as yet, and would like to keep that position in the budget, but won't hire the position until they are sure they will receive the funding. The grant does pay for the benefits.

Ms. Varney reported that funding for State FY2017 will be \$357,147, including pre-trial. Compared to State FY2016 this is approximately \$3,000 less for the pre-trial portion.

Ms. Varney said the Drug Court position comes from a totally separate grant. A different line item will be created by the Treasurer's Office for the Drug Court. The amount anticipated for FY2017 is \$41,771, plus a \$300 per month stipend for being on-call. Ms. Varney will get the benefit information and forward it to Latreese Caldwell and Bob Jones.

Ms. Varney reviewed the Probation Services fund with the committee, and said there is a difference in the Transfer to the General Fund with regards to the IMRF, Benefits and Social Security for the Pre-Trial positions. Ms. Varney stated that they have funded this line item for the past two years, and that both of those line items were up to \$15,000 toward IMRF/Social Security and up to \$15,000 for the additional benefits. She said that the \$30,000 total transfer to the General Fund will more than cover the cost for the two pre-trial positions.

Ms. Varney said they have increased their GGPS Monitoring line item because there are more people being put on GPS Monitoring, and for longer periods, and being on GPS means they aren't in custody.

Member Gryder asked if grants are available for Veteran's Court. Judge McCann said that there was a new statutory enactment that states that every circuit must have a Veteran's Court. Judge McCann feels that it is coming soon. But that they needed to start the drug court following the national model already in place elsewhere. Judge McCann said he is more inclined to begin a Mental Health Court, due to the number of cases that involve mental health issues. Judge McCann said that our mental health population is huge in the county and under-served.

3:45p.m. Scott Koepfel, *Technology Services* – Scott Koepfel said that prior to some changes of moving funds from Facilities Management, adding funding and cost of a new position, the Technology budget came in approximately at 99 percent of last year’s budget, and the GIS budget is slightly lower than last year’s budget.

Mr. Koepfel reported that the copiers were moved from Facilities Management to Technology at a cost of \$130,000. Toner cartridges will still be distributed by Facilities. Mr. Koepfel stated that he plans to work with Konica to have toners automatically delivered to departments as needed, implement recycling of toners, and then also negotiating maintenance by Konica, if there isn’t an additional cost to the County.

Mr. Koepfel stated that he is proposing a 3 percent salary increase across the board, although historically the salary increases are determined by the Board.

Mr. Koepfel briefed the committee on the proposed new position, that will assist in providing service to the Circuit Clerk Court Automation JANO system, and with service to KenCom. Mr. Koepfel has had discussions with the Circuit Clerk, Judge McCann, and Lynette Bergeron about the services that would be provided, and the cost that each entity would provide for the salary and benefits of a new Technology employee.

4:00p.m. Jenny Wold, *KC Soil & Water District* – Jenny Wold provided additional information about the educational program and their funding update plan with their budget. Deanna Bazan, Board Director, explained that she is one of three directors on the Board, and that they have two vacant positions. Ms. Bazan has been on the Board for 18 years. Ms. Bazan reviewed the budget, and said they received \$0 dollars from the state last year, and that they have been told that every district in the state will receive \$21,000 this fiscal year, and they have a December deadline. There are other efforts being made trying to dedicate secure funding sources for soil & water districts, there is an association in Illinois that is trying to find other places for funding besides the state, but currently the state is their primary source.

Ms. Bazan said that they are asking for the same County Board contribution, and that their request this year stays level with last year’s request. Ms. Bazan said they continue to do what they can with the reserves they have, pursuing partnerships with other groups and how they can continue funding outside of the state budget.

4:15p.m. Eric Weis, *State’s Attorney’s Office* – Eric Weis presented his budget to the committee. Mr. Weis stated that his office doesn’t receive any discretionary funds that could be used for salaries. Mr. Weis tried to

maintain, and went down on the books and cell phones. Mr. Weis stated that they went up on the stipends to an accurate reflection of where they should be. The CAC has increased, and they are seeing more child related offenses, either physical or sexual assault. That also increases the felony numbers which have increased dramatically. They are about 50 extra felonies so far this year, which is a 20 percent increase, and those cases involve a great deal more work and detail. Mr. Weis said that he increased the salary line by 2.5 percent increase. Mr. Weis also increased the trial and hearings line, and he said that he expects additional trials and the need to utilize the experts. Mr. Weis stated that they will begin Drug Court when the State provides funding, which requires more effort and time on the attorney that is sent to a different court.

Mr. Weis stated they continue to provide legal support to the Forest Preserve, deal with the numerous grievances, and continue with union negotiations.

4:30p.m. Sandra Davis, *U of I Extension Office* – Sandra Davis presented her budget to the committee, and said they are expecting \$6,500 less than they received last year. Ms. Davis said that all union salary increases, which includes all clerical and community workers. The remaining staff has not received an increase in the last three years and will not receive an increase this coming year. Ms. Davis stated that she has made decreases in the following lines: temporary employee salary, travel, repair maintenance and janitorial, and telecommunications. Ms. Davis said that the state matching is between 65-70 percent, and they were told that the monies from the Department Agricultural is \$10,000,000 for the extensions throughout the state. But they anticipate they won't receive anything until after the election. Ms. Davis said that they have three years remaining on their lease, and Mr. Purcell said that there might be reason to have a discussion about renting space in one of the county buildings.

4:45p.m. Chad Lockman, *Veteran's Assistance CMS of Kendall County* – Chad Lockman said the VAC deemed 2016 as the year of outreach, primarily with reaching out to the chambers of commerce, the media and assisted living facilities. The number of vets served is up 33 percent from last year, and currently the office is on track to bring \$6,800,000 in disposable income into the county, which represents a 25.5 percent increase from last year. Mr. Lockman reported that they have found several ways to increase efficiency and do the same or more with less, and have decreases in shelter, utilities and food. Mr. Lockman said their office has concentrated on the VA claim work, bringing the aforementioned monies into the county through veteran's benefits. Mr. Lockman said their main focus over the next year will be reaching out to veterans returning from recent and ongoing conflicts through increase in advertising, working with in conjunction with area colleges and universities, as well as working with

the area Chambers of Commerce. Mr. Lockman said that service members that are separated from service are inclined to the direction of entrepreneurship, and working with Chambers of Commerce enables resources for the veterans opening new businesses. Mr. Lockman said that the budget increases are primarily due to office expenses used in the outreach efforts. Mr. Lockman reported a decrease in the meetings and conferences line, due to Olivia Laschober, Assistant Superintendent recently being elected to the women's veteran representative for the national organization, and the national organization will be covering her expenses in full to the national conferences they attend. Mr. Lockman said this will save a great deal of money. Mr. Lockman said there is also an increase in advertising, with the decaling of their new vehicle, dental care, and mental health. Mr. Lockman said that it is difficult for veterans to receive dental care through the VA, and they will now begin helping veterans with non-routine dental care. Mr. Lockman said the Department of Veteran's Affairs Facilities are often difficult to use due to their distance, and the VAC will now help to provide mental health care to Kendall County veterans through the County Health Department.

Mr. Lockman said the vehicle maintenance line is being decreased due to the new vehicle only needing new tires and oil changes.

Mr. Lockman reported the Veteran's Assistance amounts will be reduced due to abuse, and they are now implementing stronger guidelines and accountability, as well as putting the responsibility into the veteran's hands.

Mr. Lockman explained how they receive donations, and explained that donations go into the VAC fund, which is separate from the County Veteran's Assistance fund.

5. **Other Business** - none
7. **Executive Session** – none needed
8. **Adjournment** – Member Gryder made a motion to adjourn the Budget Presentation, second by Member Flowers. **With all in agreement, the meeting adjourned at 4:55p.m.**

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk



8751 E. Highpoint Rd.
Yorkville, Illinois 60650
630-264-8319
Fax: 630-553-2954
mmjensen08@gmail.com

Bill To: Tanglewoods Subdivision
Job:

Invoice: 1321

Date: 09/08/16

Email: doug.kendalltwo@sbcglobal.net

Phone:

Description	Amount
Provide and install 2 24" inlets over existing 15" storm sewer Regrade swale to provide drainage	\$1,650.00
Total Due:	\$1,650.00

TANGLEWOOD TRAILS ESCROW

	Actual
Sources:	85,000
Uses:	
lighting repair - Thorne Electric	2,644
brush removal- S&K excavating	22000
tree removal- Homer Tree Srv	7000
excavation & rip rap - Jensen excavating	5800
seeding and blanket - 4 Seasons	4424
2 - 24" stormwater inlets & swale grading	1650
Uses Total:	43,518
Remaining Balance:	\$1,482

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, September 19, 2016
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 9:00a.m.

ROLL CALL

Committee Members Present: Dan Koukol - here, Judy Gilmour – here, John Purcell – yes, Matthew Prochaska – here

Committee Members Absent: Elizabeth Flowers

Others Present: Megan Andrews, Steve Curatti, Dr. Amaal Tokars, Jeff Wilkins

APPROVAL OF AGENDA – Member Purcell made a motion to approve the agenda, second by Member Prochaska. **With four members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Koukol made a motion to approve the meeting minutes August 15, 2016, second by Member Prochaska. **With four members present voting aye, the motion carried.**

STATUS REPORTS

- **Health Department** – Steve Curatti viewed the ways in which the Health Department is addressing reducing the spread of Chlamydia. Chlamydia has been on the incline for many years, and is one of the most difficult sexually transmitted disease that they deal with every day. Mr. Curratti said that the key is educating and impacting the community, local physicians and nurses on information, counseling, and resources. Mr. Curratti told the committee about a video that is being used in local middle, junior high and high schools here in the County that respectfully addresses the risks of the disease, controlling the spread of the disease, and ways to limit the disease. There are also handouts they distribute after the video presentations. There were 294 cases reported in Kendall County.

Mr. Curratti also briefed the committee on the ZIKA disease, and said that in the United States there are 3,133 travel acquired cases, and the number of locally acquired cases is 43, primarily in the state of Florida. Although it was believed that mosquitoes were the primary cause of the disease, 23 cases were reported as sexually transmitted. In Illinois the travel acquired cases is 58. In Kendall County, the Health Department has investigated 20 potential cases, with all 20 cases being declared negative.

- **Kendall County Soil and Water District** – Megan Andrews reported that Jenny Wold has already begun the Agriculture in the Classroom visits to second and third graders throughout the County. Ms. Andrews also reviewed the U.S. Drought Monitor, and stated that nothing has shown up in Illinois so far.

Ms. Andrews stated that they continue efforts to increase revenue for their office, and that she has recently been working with the Illinois Department of Agriculture in another Soil & Water District office.

Ms. Andrews said that with funding decreases from the State, the State Soil & Water Districts will begin state-wide strategic planning together in January.

- **Water Related Groups** – No report

OLD BUSINESS

- *NACO Update* – Dr. Tokars stated that she received a price list for dental services from NACO on Friday, as well as a list of participating dental offices. Unfortunately, the list of participating dentists is limited. Dr. Tokars plans to contact a few of the dentists that are participating. Dr. Tokars stated that participation lists are provided by CareMark, and she will contact them to receive an updated copy.

NEW BUSINESS

- *Recommend Approval of NACO Prescription Discount Program with the Non-Exclusivity Rider* – Jeff Wilkins stated that there is a 4-year renewal on the County's agreement with NACO, and that our deadline is November 2016. Mr. Wilkins said that the committee would be approving the full agreement including the rider for non-exclusivity.

Member Purcell made a motion to recommend approval of the NACO Prescription-Health-Dental Discount Program, second by Member Koukol. **With four members voting aye, the motion carried.**

CHAIRMAN'S REPORT – Member Gilmour reminded the committee that the three ordinances were discussed in detail at the Committee of the Whole meeting. The three ordinances will be voted on at the County Board meeting on Tuesday.

Member Gilmour also reported on the Metro West notification of the bio-solid applications in the County.

PUBLIC COMMENT – None

ITEMS FOR THE COMMITTEE OF THE WHOLE - None

COUNTY BOARD ACTION ITEMS

- *Recommend Approval of NACO Prescription Discount Program with the Non-Exclusive Rider*

EXECUTIVE SESSION – None Needed

ADJOURNMENT - Member Koukol made a motion to adjourn the meeting, second by Member Purcell. **The meeting was adjourned at 10:05a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

CAREMARKPCS HEALTH, L.L.C.

AMENDED AND RESTATED MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is effective beginning January 1, 2012 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.L.C., ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This Agreement amends the existing Member County Agreements consistent with the terms thereof. Customer agrees that it will require each Member County added after the Effective Date to execute an individual agreement with Caremark in the form attached hereto as Exhibit B (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 Claims Processing.

a. **Submission of Claims.** Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. **Collection at Point of Sale.** Customer and Member County acknowledges that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit A as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Participants, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. **Clinical Services.** Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such

mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. **DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 **Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Customer's Authorization.** Customer authorizes Caremark to contract as a group purchasing organization for Customer with pharmaceutical companies for Rebates. Customer acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Customer may depend upon a variety of factors, including the content of any drug list adopted by Customer, the plan's design features and participating in Caremark's drug list management programs, as well as Caremark receiving sufficient information regarding each Claim that is submitted to pharmaceutical companies for Rebates.

b. **Disclosure of Manufacturer Fees.** In accordance with Section 1.8(a) of this Agreement, Caremark or its affiliates may hold contracts with certain pharmaceutical companies relating to products covered under this Agreement. The parties agree that Caremark shall retain one hundred percent (100%) of the Rebates as reasonable compensation for its services under this Agreement. In connection with such contracts, Caremark or its affiliates may have a financial relationship with such pharmaceutical companies and may receive and retain fees or other compensation from pharmaceutical companies for services rendered and property provided to pharmaceutical companies, including, without limitation, administrative fees that range between one percent (1%) and four percent (4%) of the Wholesale Acquisition Cost ("WAC") of the products dispensed across Caremark's book of business. In addition, Caremark or its affiliates may receive concurrent or retrospective discounts or Rebates from pharmaceutical companies which are attributable to or based on products purchased by Caremark affiliated dispensing pharmacies. The term "Rebates" as used in this Agreement does not include the fees, compensation, and concurrent or retrospective discounts associated with the purchase price of products described in this Section 1.3, which belong exclusively to Caremark or its affiliates.

c. **Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. **Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 **Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("SpecialtyRx Services").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

a. **Fees.** The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

b. **Remedies.** Additional services may be mutually agreed-upon by the parties, and the associated fees for such services, if any, will be identified in Exhibit A as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

c. **Pricing Changes.** After the Initial Term of this Agreement, as set forth in Section 7.a, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

a. **Marketing Materials.** The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.a. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.a.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 **Support of Consumer Card Program.** Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

a. **Use of Deidentified Data.** Claims, as well as eligibility information which is deidentified in accordance with HIPAA and other applicable law, and which is not identifiable on a Customer or Plan Participant basis, may be used, disclosed, reproduced, adapted or sold by Caremark. Such deidentified data may be provided to nationally recognized data integration firms to support appropriate administration of Caremark's drug management programs.

This benchmarking data enables Caremark to compare against other drug population sets and improve programs and Services for clients.

b. **Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

a. **Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law.

b. **Non-Disclosure of Confidential Information.** The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

c. **Exceptions and Permitted Disclosures.** The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

d. **Subpoena.** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

e. **Return or Destruction of Information.** All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this

Agreement shall continue to apply to such information after the termination hereof.

f. **Proprietary to Caremark.** Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

g. **Tradenames; Trademarks; and Service Marks.** None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

h. **Remedies.** Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. **LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.**

a. **Warranty.** This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.a, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

b. **Force Majeure.** Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.b will not constitute a default or a ground for termination of this Agreement.

c. **Indemnity.** To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark or a Caremark Indemnitee, as the result of a third party claim that Customer or Member County, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a

Member County from providing such indemnification. To the extent permitted by applicable Law, Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitees, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

d. **Compliance with Law.** Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cmr=CMS-2-007764>.

a. **Change in Law.** The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

l. **Limitations.** In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

Caremark shall be entitled to rely on First Data Bank, Medi-Span or any other nationally available reporting service of pharmaceutical prices selected by Caremark to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. Customer acknowledges that Caremark does not establish AWP, and Caremark shall have no liability to Customer arising from the use of First DataBank, Medi-Span or any other nationally available reporting service. Customer acknowledges that if the reporting source for determining Customer's AWP should not continue to support AWP, Customer shall cooperate with Caremark to negotiate the pricing hereunder to maintain the parties' respective economic position under this Agreement as of the Effective Date.

7. TERM AND TERMINATION OF AGREEMENT.

a. **Term.** This Agreement is for an initial term of five years from the Effective Date, through December 31, 2016 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

b. **Termination.** This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.e of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.a of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services

Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
25 Massachusetts Avenue, NW
Suite #500
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

a. **Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

b. **Binding Effect; Assignment.** This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

c. **Independent Contractor; Third Parties.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

d. **Waivers.** Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

e. **Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

f. **Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

g. **Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

h. **Exclusivity.** Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the

Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

i. **Drug Classification and Pricing.** Caremark shall use the indicators of Medi-Span Master Drug Database (Medi-Span), and their associated files, as updated regularly by Medi-Span, or another nationally available reporting service of pharmaceutical drug information in determining the classification of drugs (e.g. legend vs. over the counter, brand vs. generic, single-source vs. multi-source) for purposes of this Agreement.

j. **Customer-Specific Programming.** Upon request by the Customer for services or changes to Services that require customized programming or systems work, Caremark will estimate the time and cost for completion of such work. If Customer authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the established programming rate.

k. **Pricing Assumptions.** In addition to any pricing assumptions set forth in any pricing implementation or similar document that is executed by Customer:

(a) Upon thirty (30) days prior written notice to Customer, Caremark may modify or amend the financial provisions in this Agreement in a manner which accounts for the impact of the events identified below. Such notice will include Caremark's explanation of the manner in which the modification accounts for the impact of the event:

1. Any government imposed or industry wide change that would impede Caremark's ability to provide the pricing described in this Agreement, including any prohibition or restriction on the ability to receive Rebates or discounts for pharmaceutical products; or
2. A change in any of the pricing assumptions set forth in this Agreement, including, Exhibit A.

(b) **Pricing Benchmarks.** The parties acknowledge that the pricing indices historically used by Caremark are the basis for the financial offer of this Agreement and are outside the control of the parties. In the event First DataBank, Medi-Span or other nationally available AWP reporting source discontinues the reporting of AWP or changes the manner in which AWP is calculated prior to the Effective Date, or during the Term, then Caremark reserves the right to modify the pricing terms of this Agreement, to be effective as of the Effective Date or such later effective date of such discontinuation or change, so as to maintain the parties' relative economic positions as existed immediately before the effective date of such discontinuation in reporting or change in the calculation of AWP, as measured across all products on an aggregate basis. Such modifications may include, without limitation, the adjustment of AWP to the methodology relied on by such reporting source prior to such modification of AWP methodology, the adjustment of the AWP discount, or the utilization of alternate pricing benchmarks.

10. **DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below.

a. "AWP" means the "average wholesale price" for a standard package size of a prescription drug from the most current pricing information provided to Caremark by First DataBank®, Medi-Span Prescription Pricing Guide (with supplements), or following notice to Client, any other nationally available reporting service of pharmaceutical prices as utilized by Caremark as a pricing source for prescription drug pricing. The standard package size applicable to a mail services pharmacy shall mean one hundred (100) units (i.e., pills, tablets, capsules, etc.), unless only a smaller package size is available from the manufacturer, or the actual package size dispensed for liquids and topical treatments. The standard package size applicable to a Participating Pharmacy shall be the actual package size dispensed from a Participating Pharmacy as reported by such Participating Pharmacy to Caremark.

b. "Change in Law" means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. "Claim(s)" mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. "Covered Items" mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. "Law" means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. "Manufacturer" means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. "Maximum Allowable Cost (MAC)" means the unit price that has been established by Caremark for a multi-source drug (i.e., a drug with more than two sources) included on the MAC drug list applicable to Customer, which list may be amended from time to time by Caremark in maintaining its generic pricing program. Customer acknowledges that the MAC list applicable to Client is not the same as the MAC list published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or "HCFA MAC"). A copy of such MAC drug list shall be provided to Customer prior to execution of this Agreement and thereafter upon Customer's reasonable request.

h. "Participant" means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. "Participating Pharmacy" means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. "Rebate(s)" means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.L.C.

By: *N.S. Mack*

By: *William Brown*

Title: *Exec. Dir.*

Title: *SVP Underwriting*

Date: *12-20-11*

Date: *1-5-12*

EXHIBIT A

National Association of Counties
Effective January 1, 2012.

Subject to the terms and conditions of this Agreement, Program Participants utilizing the Program shall receive from the Participating Pharmacies the discounts set forth below. Customer Specific Programming or additional services not identified herein will be quoted upon Customer request.

Program Participants will receive an average 22% discount on their prescription drug transactions when prescriptions are purchased at a Participating retail pharmacy, a Caremark Mail or a Caremark SpecialtyRx pharmacy as compared to the pharmacy's aggregate usual and customary price (the cash paying customer price). Program Participants will not pay more for a prescription drug transaction by using the Program. There will be prescription drug transactions under this program that will be priced at the pharmacy's usual and customary price when that price is equal to or more favorable to their contractual discount rate with Caremark.

Prices may vary in certain areas for reasons such as local legal requirements, geographic location, specialized manufacturer processes, limited availability, extraordinary shipping requirements or other factors beyond Caremark's control. Participating Pharmacies shall collect from the Program Participant all applicable taxes for covered items, and Caremark is not liable for the payment of applicable taxes. Caremark does not guarantee Participant savings; the estimate set forth above is based upon anticipated pharmacy network performance. All claims may be aggregated for purposes of determining the actual average discount rate. Actual discount rates may vary by drug, Participating Pharmacy, Caremark Mail Pharmacy and Caremark SpecialtyRx Pharmacy. Certain retail, mail, and Specialty claims may be excluded from these rates, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technical in nature, compound drugs, and those requiring special handling.

**EXHIBIT B
CAREMARKPCS HEALTH, L.L.C.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY**

This Managed Pharmacy Benefit Services Agreement for Member County effective October 4, 2016 is entered into by and between CaremarkPCS Health, L.L.C. ("Caremark") and Kendall County, Illinois ("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of January 1, 2012 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties ("Services").

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, and Member County hereby agrees to be bound by any such amendment, except with respect to Term. The Term of Services for Member County shall begin on the effective date above and, so long as the Agreement is in effect, shall continue for a period of three years ("Initial Member County Term"). The Term of Service shall thereafter automatically renew, so long as the Agreement is in effect, for successive one-year terms, unless Member County notifies Caremark and Customer of Member County's intent not to renew at least sixty (60) days prior to the end of the Initial Member County Term, or any renewal Term.

Customer shall give Member County reasonable notice prior to the effective date of any non-Term amendment between Customer and Caremark. If such non-Term amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.L.C.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMBER COUNTY:

Kendall County, Illinois
[County Name]

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.L.C.

SECOND AMENDMENT TO

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT (the "Amendment") is effective beginning November 1, 2014 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.L.C., ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer.

WHEREAS, the parties entered into the Agreement for the provision of Consumer Card Program services by Caremark to Customer with respect to Customer's Consumer Card plan; and

WHEREAS, the parties desire to amend the Agreement to describe and clarify certain services to be provided by Caremark;

NOW, THEREFORE, for good and valuable consideration the parties agree to amend the Agreement as follows:

1. The term of the Agreement, as amended, shall continue for a successive two (2) year term beginning on November 1, 2016 and expiring on December 31, 2018, subject to remaining provisions of Section 7 of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

By: Matthew Chene
Its: Executive Director

Title: Executive Director

Date: 9-24-14

CAREMARKPCS HEALTH, L.L.C.

By: H. C. [Signature]
Its: VP Consumer Programs

Title: VP Consumer Programs

Date: 10/22/2014

RIDER 1

With respect to Member County's participation in the Consumer Card Program, the parties intend and agree to revise the terms of the Agreement as follows:

1. Section 9(h) shall be deleted from the Agreement.

[Signature page follows.]

NATIONAL ASSOCIATION OF COUNTIES

By: _____

Title: _____

Date: _____

MEMBER COUNTY:

KENDALL COUNTY, ILLINOIS

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.L.C.

By: _____

Title: _____

Date: _____

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Meeting Minutes
Thursday, September 15, 2016

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Vice Chair Scott Gryder at 4:00p.m., who led the committee in the Pledge to the American Flag.

ROLL CALL

Present: Judy Gilmour - here, Matthew Prochaska - here, Scott Gryder – present, Dan Koukol - present, Lynn Cullick - here, Jeff Wehrli - here

Member Purcell entered the meeting at 4:14p.m.
Member Shaw entered the meeting at 4:18p.m.
Member Flowers entered the meeting at 5:23p.m.

Board Members Absent: Bob Davidson

Others present: Sheriff Dwight Baird, Deputy Commander Joe Gillespie, ASA Leslie Johnson, Judge Tim McCann, Undersheriff Harold Martin, Judge Robert Pilmer, Facilities Director Jim Smiley, County Administrator Jeff Wilkins, State’s Attorney Eric Weis

ITEMS OF BUSINESS

From Public Building Commission:

- *Resolution Dissolving the Kendall County Public Building Commission, County of Kendall, Illinois, Pursuant to the Public Building Commission Act (50 ILCS 20/1 et seq.)* – Member Wehrli said that the commission met last evening and completed the business of the commission including payment of all bills. Mr. Wehrli said that over \$600,000 will be transferred to the Courthouse Building Fund and the Public Safety Center Building Fund. Mr. Wehrli stated that this item will go to the County Board on Tuesday, and to the Finance Committee later today.

From Admin HR Committee:

- *Cable Television Franchise Agreement by and Between the County of Kendall, Illinois and CMN-RUS, Inc.* – Lynn Cullick said that this item will come to the full board for approval on Tuesday. Jeff Wilkins introduced Kathy Scheller from MetroNet Holdings, and said that the agreement would be for internet only, and for unincorporated portions of the County. Mr. Wilkins explained that the County has met with MetroNet, Oswego, Oswego Township, Montgomery, Sugar Grove, Plainfield, Yorkville, North Aurora, which have their own separate franchise agreements. MetroNet has agreements with

Romeoville, Plainfield, and Bloomington-Normal, and are now working with Montgomery and Kendall County.

Mr. Wilkins stated that MetroNet offers cable, phone service, and video. Mr. Wilkins said our franchise is for strictly for unincorporated portions of Kendall County for cable video. Mr. Wilkins said the County's roll is to hold a public hearing, and to approve the franchise agreement.

Mr. Wilkins stated that the franchise agreement has been reviewed by ASA David Berault, who offered some suggestions, that were implemented into the agreement.

Ms. Scheller said that they are very excited to offer this world-class infrastructure to Kendall County. She said they just achieved the local franchise agreement in Oswego, and said that once they begin to achieve those local franchise agreements, they start to mobilize immediately. They have the opportunity to work on permitting and such with the appropriate parties, and she will do that with the townships within Kendall County as well.

Ms. Scheller stated they are very excited to offer the lowest offering of 100 over 25, and internet speeds up to 1 gig for the home. Ms. Scheller also reviewed some of the pricing that will be offered to citizens. They will attempt to go into the Boulder Hill area first, and offer the opportunity to try all three products first. The unique thing about their company is that they are so sure about the product and the value of it, is that they have no residential contracts.

Ms. Scheller said that they are excited that after 18 months of meetings, they are finally able to offer another competitor in the region and the winner will be the citizen's because they now have other choices.

From Kendall County Sheriff:

- *Review and Approval of Bid for PSC/Courthouse Security System Upgrade –* Sheriff Baird introduced the Dewberry staff, and said that Dewberry received four bids for the security system upgrade, with the two lowest bids being from Stanley Convergent Security Solutions and Security Automation System.

Dewberry validated the bids to ensure they met all specifications of the bid, and the references were checked of the two companies and any sub-contractors listed to perform work. They chose to remove the highest bid.

Sheriff Baird said the bid total is \$3,600,655, that will come to the Board for approval at Tuesday's Board meeting. Sheriff Baird thanked Mike Morland and Craig Clary from Dewberry, Jim Smiley, Facilities Management Director, Scott Koeppel, Technology Services Director, and Deputy Commander Joe Gillespie for their work on this project.

Member Purcell questioned the additional costs of \$265,000 for Video Visitation, and the Dewberry Fee of \$217,000, with the total cost being more than the Dewberry estimate for the project. Mike Morland from Dewberry explained that the bids came in higher than their estimate. Craig Clary from Dewberry explained that the alternates that they are taking weren't with the original scope of the project, so the County is actually getting some added features with the cost that they received back from the bidders.

Sheriff Baird said that in addition to the \$3,000,000, there is a contingency fund of \$269,000, which is ten percent, and has been discussed by the Board throughout the plan design stage of the project. Dewberry recommends going with the high end for a contingency fund, to ensure there is funds available if needed.

Further discussion on a project sub-committee comprised of Jim Smiley, Facilities Management Director, Scott Koeppel, Technology Services Director, Deputy Commander Joe Gillespie, Jeff Wilkins, County Administrator, and Board Member Matthew Prochaska as the lead person.

There was consensus by the committee to authorize the sub-committee to make any decisions be made up to the amount of \$10,000, and anything above that would go to the full Board for approval. Mr. Wilkins said that any changes made could be reported back to the Board. Mr. Moreland said that contingency funds would be used for unforeseen conditions.

Mike Moreland said that the timeframe for the completed project would be 15 to 18 months.

From Public Safety Committee:

- *Review and Approval of RFP for Video Visitation* – Deputy Commander Joe Gillespie explained that the Video Bond Call and Visitation project would be better served if it was pulled out from the main project and sent out to specialty people who deal with this system on a daily basis. Deputy Gillespie said they carried \$265,000, but hope to get a more finite number after bids are received. Commander Gillespie said that Dewberry will continue to coordinate with the County and vendors on this project. Mr. Moreland stated that there would be a minimum of bi-weekly meetings with the project manager, Dewberry, Security Integrator, the Video Bond Call/Video Visitation people and the County throughout the project.

Judge McCann stated that the addition of courtrooms to the second floor of the Courthouse is at least 5-years out. Judge McCann said that they could add one room on to the West of the building. Judge McCann said that if the economy kicks off and there is need for expansion, these issues will need to be addressed.

Judge McCann said the systems they are reviewing will do more than just provide for video bond call and video visitation, but will also provide remote access for the Public Defender's office, Court Services, Judicial, and the State's Attorney's office with inmates, and will also allow access for court inmate appearances, and remote visits between inmates and their families.

From Health & Environment Committee:

Member Gilmour reported that the staff at the Health Department initially reviewed the ordinance for state compliance and streamlined some the language and brought the ordinance up to state code. A group comprised of Steve Curatti, Aaron Rybski, Scott Gryder, Judy Gilmour, Dr. Tokars, Brian Holdiman and Jeff Wilkins met twice to review the ordinance and to make suggestions or recommendations.

- *Discussion of the Food Protection Ordinance* –The H & E committee reviewed the ordinance and made suggestions to Section 5, 7 and 13, which will be implemented prior to the County Board meeting.
- *Discussion of the Water Supplies Ordinance* – Member Gilmour reviewed the recommendations in Section 11 by the H & E Committee, which will be included in the ordinance presented to the County Board.
- *Discussion of the Wastewater Treatment System Ordinance* – Member Gilmour Stated that the H & E committee suggested language changes in Section 1. Member Purcell stated that he recalled that the H & E Committee wanted the language that was proposed by paragraph two because the language in paragraph one wasn't clear. **There was consensus by the committee to adopt paragraph two.** Member Gilmour reviewed Section 10, #5 and #6 of the ordinance with the committee, and said that the State's Attorney's Office wanted to include a definition of the distance in the ordinance, and the committee was to choose which paragraph. Assistant State's Attorney Leslie Johnson said the goal was to try and assist those completing the permit application and having a clarity that they needed so that they are not misinformed. **There was consensus by the committee to include "on the subject property" for numbers 5 & 6.**

Member Gilmour reviewed Section 13, Fees, and said the Penalty section the H & E Committee recommended "the amounts of not less \$100, and no more than \$1,000" added to this section.

There was consensus by the committee to forward all three ordinances forwarded to the County Board for approval, and then forwarded to the state for review and recommendation.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA - None

CHAIRMAN'S REPORT – No report

REVIEW BOARD ACTION ITEMS – Vice Chair Gryder asked the committee to review the September 20, 2016 Board agenda for any necessary changes or additions.

EXECUTIVE SESSION – Motion by Member Flowers to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body (5ILCS 120/2 1) and collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5ILCS 120/2 2), second by Member Gilmour.

ROLL CALL: Member Flowers - aye, Member Gilmour - yes, Member Koukol – yes, Member Purcell - yes, Member Gryder - yes, Member Prochaska - yes, Member Cullick – yes, Member Wehrli - yes

With eight members present voting aye, the committee entered into Executive Session at 5:30p.m.

The committee reconvened in Open Session at 6:21p.m.

ADJOURNMENT – Member Prochaska moved to adjourn the meeting at 6:21p.m. Member Shaw seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary