

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, July 21, 2005 – 7:00 p.m.

Meeting Room 1, Brookens Administrative Center
1776 East Washington Street, Urbana

Page Number

I CALL TO ORDER

II ROLL CALL

III PRAYER & PLEDGE OF ALLEGIANCE

IV READ NOTICE OF MEETING

V APPROVAL OF MINUTES – June 23, 2005

1-12

VI APPROVAL OF AGENDA/ADDENDUM

**VII DATE/TIME OF NEXT REGULAR MEETING –
Thursday, August 18, 2005 – 7:00 p.m.**

VIII PUBLIC PARTICIPATION

IX ANNOUNCEMENTS/COMMUNICATIONS

X COMMITTEE REPORTS:

A. JUSTICE & SOCIAL SERVICES COMMITTEE

1. Approval of Contract for Food Services with CATSNAP. 13-15
2. Approval of the addition of two full-time animal control warden positions for the Champaign County Animal Control Department, effective August 1, 2005. 16

B. COUNTY FACILITIES COMMITTEE

1. Approval of Pay Request #29 from PKD, Inc. in the amount Of \$50,545 for Professional Services provided through June 20, 2005. (\$8,432 – Staff; \$6,751 – Construction Fee; \$598 – Reimbursables; \$34,854 – General Conditions) 17-24
2. Approval of the Otto Baum Request for Reduction in Retainage. 25

Facilities Cont.

3. Approval of the Coleman Electric Request for Reduction in Retainage. 26
4. Approval of Fleet Maintenance Facility Agreement for Architectural Services. *(Separate Attachment)*

C. POLICY, PERSONNEL & APPOINTMENTS

1. Appointments/Reappointments

- A. Clements Cemetery Association – Term ending 6/30/2011 27
*Adãna Adams
- B. Bailey Memorial Cemetery Association – Term ending 6/30/2011 28
*Marvin Little
- C. Bailey Memorial Cemetery Association – Acceptance of Resignation of Bill Maxwell 29
- D. Bailey Memorial Cemetery Association – Term ending 6/30/2008 (To replace Bill Maxwell, who resigned) 30
*Thomas Barnhart
- E. Mt. Hope Cemetery Association – Term ending 6/30/2012 31
*Jerry McElwee
- F. Mt. Hope Cemetery Association – Term ending 6/30/2012 32
*Tiffany McElroy-Smetzer
- G. Mt. Olive Cemetery Association – Term ending 6/30/2011 33
*Tiffany McElroy-Smetzer
- H. Fire Protection District – Term ending 4/30/2008 34
*Scott FPD – Chris Karr

D. FINANCE COMMITTEE

1. Payment of Claims Authorization
2. Purchases Not Following Purchasing Policy

Finance Cont.

3. ****Resolution - Budget Amendments/Transfers**
- A. Budget Amendment #05-00060** 35-36
Fund/Dept: 075-675 RPC – Staley/Rising Cordr Study
Increased Appropriations - \$100,000
Increased Revenue - \$100,000
To reflect receipt of a new contract with the City of Champaign for County FY'05 to determine the effect of major transportation corridors on development and land use policies.
- B. Budget Amendment # 05-00061** 37
Fund/Dept: 679-179 Child Advocacy Center – Child Advocacy Center
Increased Appropriations - \$11,000
Increased Revenue - \$0
A) Increased appropriations for upgrading audio/video equipment At the Children's advocacy center. B) Increased appropriations for Providing training for members of the CAC multidisciplinary team. Revenue for these appropriations will be taken from the CAC fund Balance.
- C. Budget Amendment #05-00062** 38
Fund/Dept: 080-023 General Corporate – Recorder
Increased Appropriations - \$135,000
Increased Revenue - \$150,000
To reimburse state 9.00 per recorded land record document for the Rental Housing Support Program Act. Act takes effect July 1, 2005. Ten dollars is charged per document, with 1.00 going to General Corporate Fund .50 is to be provided for the cost of implementation of the fee program.
- D. Budget Amendment #05-00063** 39
Fund/Dept: 104-676 Head Start – Developmental Disability Counseling
Increased Appropriations - \$7,500
Increased Revenue - \$7,500
To accommodate receipt of a new grant from the Champaign County Developmental Disabilities Board to provide therapy services for preschool children.
- E. Budget Amendment #05-00064** 40
Fund/Dept: 106-010 Public Safety Sales Tax Fund – County Board
Increased Appropriations - \$5,626
Increased Revenue - \$0
To pay jail bond payment.

Finance Cont.

- F. Budget Amendment #05-00066** 41-42
Fund/Dept: 075-674 RPC – Watseka Planning Project
Increased Appropriations - \$13,700
Increased Revenue - \$13,700
To reflect receipt of a new contract for County FY'05 to evaluate potential development areas for the City of Watseka.
- G. Budget Amendment #05-00067** 43
Fund/Dept: 080-075 General Corporate – General County
Increased Appropriations - \$2,015
Increased Revenue - \$0
To match the true costs of the child care budget deficits after calculation of FY'04 exact expenses.
- H. Budget Amendment #05-00068** 44
Fund/Dept: 085-060 County Motor Fuel – Highway
Increased Appropriations - \$2,000,000
Increased Revenue - \$344,600
The majority of Staley Road was to be paid in FY-04. There was \$3.8 million remaining in this line item at the end of the year. This Will pay for the rest of Staley Road, the County Highway 15 & 18 Project and most of the County Highway 9 project for this year.
Revenue: City of Champaign extras they added to the Staley Road Project.
- I. Budget Amendment #05-00069** 45
Fund/Dept: 080-041 General Corporate – State's Attorney
Increased Appropriations - \$23,098
Increased Revenue - \$23,098
This amendment is necessary to establish the funds for the salary of the new Senior Assistant State's Attorney position that is funded by the Regional Planning Commission and the Nursing Home.
- J. Budget Amendment #05-00070** 46
Fund/Dept: 080-041 General Corporate – State's Attorney
Increased Appropriations - \$9,100
Increased Revenue - \$0
This amendment is to reimburse the State's Attorney's regular full-time employees line for the payout of benefit accrual for one employee who left the employment of Champaign County in May 2005 from fund balance.
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Finance Cont.

- K. Budget Amendment #05-00071** 47
Fund/Dept: 080-077 General Corporate – Office on Zoning
Increased Appropriations - \$1,000
Increased revenue - \$0
Payment of national pollution discharge elimination system permit for Champaign County from 7/01/05 – 6/30/06.
- L. Budget Amendment #05-00072** 48
Fund/Dept: 080-016 General Corporate – Administrative Services
Increased Appropriations - \$24,188
Increased Revenue - \$0
Salary for Deputy County Administrator/HR for remainder of Fiscal Year.
- M. Budget Amendment #05-00073** 49
Fund/Dept: 089-049 County Public Health Fund – Board of Health
Increased Appropriations - \$25,000
Increased Revenue - \$25,000
Increase in revenue from State of Illinois Bio-Terrorism Grant and Corresponding increase in expenditures.
- N. Budget Amendment #05-00074** 50
Fund/Dept: 091-047 Animal Control – Animal Control
Increased Appropriations - \$10,000
Increased Revenue - \$10,000
Increase in revenue from PETSMART Charities Grant and Corresponding increase in expenditures.
4. Approval of the Resolution Authorizing the County Board Chair to execute a Deed of Conveyance. 51-52
5. Approval of the DCFS Contract for purchase of services. 53-107
6. Approval of a Collective Bargaining Agreement between Illinois Fraternal Order of Police Labor Council, the Champaign County Board and the Champaign County Sheriff for the Champaign County Court Security Unit. *(Separate confidential attachment)*
- E. HIGHWAY & TRANSPORTATION COMMITTEE**
1. Approval of the Resolution awarding of contract for the Purchase of a 2005 Self-Propelled Road Sweeper from McAllister Equipment Company - East Peoria, Illinois, in the amount of \$33,250.00. 108
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Highway Cont.

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|----|--|---------|
| 2. | Approval of the Resolution awarding of contract for 2005 Pavement Striping of various County Highways to Varsity Striping & Construction Company - Champaign, Illinois, in the amount of \$133,309.746 | 109 |
| 3. | Approval of the petition requesting and Resolution approving the appropriation of funds from the County Bridge Fund Pursuant to 605 ILCS5/5-501
Crittenden Road District – appropriation \$5,700.00
Scott Road District – appropriation \$3,600.00 | 110-113 |

XI OTHER BUSINESS

1. CLOSED SESSION pursuant to 5 ILCS 120/2(c)11 to consider litigation, which is imminent against Champaign County.

XII NEW BUSINESS

XIII ADJOURNMENT

*Roll Call
**Roll Call and 18 votes
***Roll call and 21 votes

County Board members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.

Telephone: (217) 384-3776 □ FAX: (217)384-3896 □ Champaign County TDD: (217) 384-3864
County Home Page: www.co.champaign.il.us County E-Mail Address: CountyBoard@co.champaign.il.us

RESUME OF MINUTES OF A REGULAR MEETING OF THE COUNTY BOARD,
CHAMPAIGN COUNTY, ILLINOIS

June 23, 2005

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, June 23, 2005 at 7:00 P.M. in Meeting Room 1, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with Barbara Wysocki presiding and Sasha Green, as Secretary of the Meeting.

ROLL CALL

Roll call showed the following Board Members **Present:** Cowart, Doenitz, Feinen, Greenwalt, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Anderson, Beckett, Betz, Busboom, Carter, and Wysocki - 22; **Absent:** Fabri, Gross, Weibel, Avery, and Bensyl - 5. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Members Fabri, Weibel, and Avery arrived after roll call.

PRAYER & PLEDGE OF ALLEGIANCE

A prayer was given by Board Member Carter. The Pledge of Allegiance to the Flag was given.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in the *Southern Champaign County* and *Fisher Reporter* on June 8, 2005; *The Leader* on June 9, 2005; *Mahomet Citizen* and *Rantoul Press* on June 15, 2005; *County Star* and *Savoy Star* on June 16, 2005; and *News Gazette* on June 21, 2005. Board Member Betz offered a motion to approve the notice; seconded by Board Member Langenheim. Approved by voice vote.

APPROVAL OF MINUTES

Board Member Langenheim offered the motion to approve the Minutes of the May 19, 2005 Regular Meeting; seconded by Board Member Betz. Discussion followed. Approved by voice vote.

APPROVAL OF AGENDA/ADDENDUM

Board Member Betz offered the motion to approve the Agenda/Addendum; seconded by Board Member Cowart. Board Member Greenwalt requested the approval of the Environment and Land Use Committee items be acted upon first. Discussion followed. There was a friendly amendment to remove the following items from the Agenda under

the County Facilities Committee:

Approval of the Award of Contract for Bid 2005-005: Microbial Remediation and Seal Coating. (Bid due 6/21/05)

Approval of the Resolution adopting the Lease Agreement between Champaign County, the Regional Office of Education of Champaign and Ford Counties and Rantoul City Schools.

Approval of the Ordinance adopting the Sub-Lease Agreement between Champaign County, the Regional Office of Education and the Rural Champaign County Special Education Cooperative.

Approval of the Ordinance adopting the first Sub-Lease Agreement between Champaign County, the Regional Office of Education and Parkland Community College.

Approval of the Ordinance adopting the second Sub-Lease Separate Agreement Between Champaign County, the Regional Office of Attachment Education and Parkland Community College.

Approval of A/E Proposed Contract.

Discussion followed. There was a friendly amendment to remove the Closed Session pursuant to 5 ILCS 120/2(c)(11) to consider litigation, which is probable or imminent against Champaign County under Other Business from the Agenda. Discussion followed. Approved by voice vote.

PUBLIC PARTICIPATION

There was no public participation.

DATE/TIME OF NEXT REGULAR MEETING

Chair Wysocki announced that the next County Board Meeting will be held on July 21, 2005 at 7:00 P.M.

ANNOUNCEMENTS/COMMUNICATIONS

Board Member Anderson announced Lisa Bell, Director of the Champaign County Dental Access Program, received the 2005 Clinical Hygienist of the Year Award. Chair Wysocki introduced Susan McGrath - Civil Attorney, David DeThorne - Civil Attorney, and Ron Gremore - Human Relations Officer.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Board Member Greenwalt requested the adoption of the Ordinance amending the rules and regulations governing the sales and consumption of alcoholic liquor in Champaign County, be removed from the Consent Agenda. Board Member McGinty requested the approval of the appointment of Barbara Mann to the Champaign-Urbana Mass Transit District – term ending 12/31/2008, be removed from the Consent Agenda. Discussion followed. Board Member Feinen requested the approval of the 25% reduction in liquor license application fees for licenses other than class E licenses, through August 31, 2005, be removed from the Consent Agenda. Discussion followed.

JUSTICE & SOCIAL SERVICES

Approval of the application for and, if awarded, acceptance of the Juvenile Information Sharing Grant in the amount of \$23,661.00.

Approval of the renewal of the Intergovernmental Agreement between the Illinois Department of Public Aid and Champaign County Sheriff's Office for Child Support Enforcement.

COUNTY FACILITIES

Approval of Pay Request #28 from PKD, Inc. in the amount of \$53,765.00 for Professional Services provided through May 20, 2005 per agreement dated February 2003. (\$10,053.00 – Staff; \$6,751.00 – Construction Fee; \$2,641.00 – Reimbursables; \$34,320.00 – General Conditions)

Approval of Invoice 200513A-IN from Environmental Assurance Mold Remediation in the amount of \$2,022.08 for Professional Services provided through May 20, 2005, Remediation performed May 16, 2005.

Approval of the Automatic Fire Sprinkler, Inc., Borchers Decorating, Reliable Mechanical and Roessler Construction Requests for Reduction in Retainage.

Approval of Statement #4 from Berns, Clancy & Associates in the amount of \$13,611.38 for Professional Engineering Services provided to January 31, 2005. this payment is processed in accordance with the Intergovernmental Agreement between Champaign County Board and Urbana Township dated December 16, 2004.

Approval of Statement #5 from Berns, Clancy & Associates in the amount of \$17,120.68 for Professional Engineering Services provided through May 31, 2005. This payment is processed in accordance with the Intergovernmental Agreement between Champaign County Board and Urbana Township dated December 16, 2004.

Approval of the invoice from Regional Planning Commission dated March 7, 2005 in the amount of \$5,000.00 for Technical & Advisory Services in the CDAP Grant process. This payment is processed in accordance with the Intergovernmental Agreement between Champaign County and RPC dated February 24, 2005.

Approval of the ILEAS amendment to the Lease Agreement.

Approval of Phase I of the Brookens Proposed Department Relocation.

POLICY, PERSONNEL & APPOINTMENTS

Approval of the following Appointments/Reappointments:

East Lawn Memorial Burial Park Association – Terms ending 6/30/2011

Mary Jane Jenkins
Kathleen Milligan
Bill Scott
Louis H. Mesker

Mt. Hope Cemetery Association – Terms ending 6/30/2011

Carol Erb
Karla Gerdes (to fill the term of Doris Aufdenkampe – deceased)

Stearns Cemetery – Term ending 6/30/2011

Irene Kern

Yearsley Cemetery Association – Terms ending 6/30/2011

Roger Corray
Joseph Marriott
John Yearsley

Longbranch Mutual Drainage District

Norman Uken – term ending 8/31/2005
Rick Wolken – term ending 8/31/2006
Dave Mennenga – term ending 8/31/2007

Sangamon & Drummer Drainage District – Term ending 8/31/2006

Steven Day

Upper Embarras River Basin Drainage District – Term ending 8/31/2006

Donald Maxwell

Dewey Community Public Water District

John Hurd – term ending 5/31/2008
Elaine Holzhauer – term ending 5/31/2009

Edwin Holzhauer – term ending 5/31/2010
Jaime Rogiers – term ending 5/31/2008
Wayne Todd – term ending 5/31/2009
Barbara Caviness – term ending 5/31/2010
Marion Caviness – term ending 5/31/2011

Penfield Water District – Term ending 5/31/2007
Mark Richardson (to fill term of Augustine Monroy – deceased)

Champaign County Board for the Care and Treatment of Persons with
a Developmental Disability – term ending 6/30/2008
Holly Jordan

Resignation of Susan McGrath from the Urbana-Champaign Sanitary
District Board – effective 6/6/05.

Appointment of Performance Evaluation Teams for Annual Department
Head Evaluations:

County Engineer – Cowart, Wysocki, Knott
EMA Director – Anderson, Wysocki, Knott
Chief County Assessment Officer – McGinty, Wysocki, Knott
County Administrator of Facilities & Procurement – Beckett,
Wysocki, Knott
County Administrator of Finance & HR Management – McGinty,
Wysocki, Bensyl

Termination of Appointment of Dr. Mark Klarman as Champaign County Animal
Control Administrator, effective June 24, 2005.

Adoption of **Ordinance 748, “An Ordinance of the County of Champaign,
Illinois Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics
and Other Workers Employed in Public Works of said County.”**

FINANCE

Adoption of Resolution 4968, “Budget Amendments, June 2005, FY 2005.”

Adoption of Resolution 4969, “Transfer of Funds, June 2005, FY 2005.”

Approval of Salary Administration Recommendation for Non-Bargaining
Employees for FY2006.

ENVIRONMENT & LAND USE

Approval of the endorsement of the 2004 Champaign County Greenways &

Trails Plan.

Adoption of **Ordinance 749, "Ordinance Amending Special Flood Hazard Area Ordinance."**

Approval of the formation of a Subcommittee to be formed to recommend changes to Champaign County Land Use Regulatory Policies – Rural Districts.

Board Member Beckett offered the motion to approve the Consent Agenda; seconded by Board Member Knott. Chair Wysocki asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, Beckett, Betz, Busboom, Carter, and Wysocki - 25;

Nays: None.

COMMITTEE REPORTS

ENVIRONMENT & LAND USE

Board Member Greenwalt, Vice Chair, recommended the approval of 25% reduction in Liquor License Application Fees for Licenses other than Class E Licenses, through August 31, 2005; seconded by Board Member Anderson. Discussion followed. Approved by voice vote.

Board Member Greenwalt recommended the adoption of the Ordinance amending the Rules and Regulations Governing the Sales and Consumption of Alcoholic Liquor in Champaign County; seconded by Board Member Langenheim. Discussion followed. Board Member Avery made a substitute motion to send the action back to the Environment and Land Use Committee for further review as to the necessity of finger printing for new/renewal liquor licenses, further recommending until such time to stay the enforcement of Ordinance 742 as to section 8F; seconded by Board Member Hogue. Discussion followed. There was a friendly amendment to stay enforcement of 8F only to the finger printing requirement, but continue the background check. Discussion followed. Substitute motion approved by voice vote.

JUSTICE & SOCIAL SERVICES

Board Member Anderson, Chair, recommended the approval of the contract with PETsMART for \$10,000.00 PETsMART Charities Grant; seconded by Board Member Betz. Discussion followed. Board Member Feinen abstained due to a personal relationship with one of the involved parties. Approved by voice vote.

Board Member Anderson recommended the approval of the Employment Agreement with Andrew Buffenbarger to serve as the Champaign County Nursing Home Administrator; seconded by Board Member Tapley. Discussion followed. Approved by voice vote. Discussion followed.

Board Member Anderson recommended the approval of the Intergovernmental Agreement for Animal Control Services with the City of Champaign; seconded by Board Member Beckett. Discussion followed. Board Member Feinen abstained due to a personal relationship with one of the involved parties. Approved by voice vote.

Board Member Anderson announced there would be no action on the approval of Contract for Food Services with CATSNAP.

Board Member Anderson recommended the adoption of **Resolution 4970, "Resolution Authorizing Exercise of Option for Reduction in Fees for Medical and Mental Health Services Contracts;"** seconded by Board Member James. Discussion followed. Board Member Tapley abstained due to a business relationship with one of the involved parties. Discussion followed. Approved by voice vote.

COUNTY FACILITIES

Board Member Beckett, Chair, recommended the approval of the purchase of the proposed equipment for the designated smoking areas at the Brookens Center and the Champaign County Courthouse; seconded by Board Member Sapp. Discussion followed. A roll call was requested. Discussion followed.

Approved by roll call.

Yeas: Cowart, Fabri, Greenwalt, James, Langenheim, McGinty, Putman, Sapp, Weibel, Anderson, Beckett, Betz, Carter, and Wysocki - 14;

Nays: Doenitz, Feinen, Hogue, Jay, Knott, Moser, O'Connor, Schroeder, Tapley, Avery, and Busboom - 11.

Board Member Beckett recommended the approval of the award of contract to Connor Company, Urbana Branch, for HVAC Equipment for the Animal Services Facility; seconded by Board Member James. Discussion followed. Board Member Feinen abstained due to a personal relationship with one of the involved parties. Approved by voice vote.

Board Member Beckett recommended the approval of the termination of Contract between Champaign County Board and Simpson, Gumpertz & Heger, Inc. for Architectural Services; seconded by Board Member Hogue. Approved by voice vote.

Board Member Beckett recommended the approval of Alliance Environmental Group, Inc. Invoice #2 in the amount of \$20,292.55 for Professional Services provided through April 30, 2005; seconded by Board Member Sapp. Approved by voice vote.

Board Member Beckett recommended the approval of Alliance Environmental Group, Inc. Invoice #3 in the amount of \$9,129.85 for Professional Services provided through May 31, 2005; seconded by Board Member Jay. Approved by voice vote.

Board Member Beckett recommended the approval of Farnsworth Group Invoice #82569 in the amount of \$18,847.50 for Professional Services provided through May 20, 2005, invoice is for Site Observations for Utilities and Site Design work beyond Contract Scope; seconded by Board Member Hogue. Discussion followed. Approved by voice vote.

Board Member Beckett recommended the approval of Farnsworth Group Invoice #85270 in the amount of \$162.50 for Professional Services provided through May 20, 2005, invoice is For Site Observation for Utilities and Site Design Work beyond Contract Scope; seconded by Board Member Sapp. Approved by voice vote.

Board Member Beckett recommended the approval of Champaign County's Grant of Easement to SBC Telephone Company; seconded by Board Member James. Approved by voice vote.

Discussion. Board Member Beckett recommended the adoption of **Resolution 4971, "Resolution Adopting a Lease between the County of Champaign and the Regional Superintendent of Schools and Rantoul City Schools;"** seconded by Board Member James. Adopted by voice vote.

Board Member Beckett recommended the adoption of **Ordinance 750, "Ordinance Adopting Subleases between the County of Champaign and the Regional Superintendent of Schools and Parkland College,"** and the adoption of **Ordinance 751, "Ordinance Adopting Sublease between the County of Champaign and the Regional Superintendent of Schools and the Rural Champaign County Special Education Cooperative;"** seconded by Board Member Moser. Adopted by voice vote.

POLICY, PERSONNEL & APPOINTMENTS

Board Member Betz, Chair, recommended the appointment of Thomas O'Rourke to the Champaign County Board of Health for a term ending 6/30/2008; seconded by Board Member Langenheim. Discussion followed. Chair Wysocki

asked the Clerk to call the roll.

Approved by roll call vote.

Yeas: Doenitz, Fabri, James, Jay, Langenheim, McGinty, O'Connor, Putman, Sapp, Tapley, Beckett, Betz, Busboom, and Wysocki - 14;

Nays: Cowart, Feinen, Greenwalt, Hogue, Knott, Moser, Schroeder, Weibel, Anderson, Avery, and Carter - 11.

Board Member Betz recommended the appointment of John A. Peterson to the Champaign County Board of Health for a term ending 6/30/2008; seconded by Board Member Beckett. Discussion followed. Chair Wysocki asked the Clerk to call the roll.

Approved by roll call vote.

Yeas: Doenitz, Fabri, Feinen, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Beckett, Betz, Busboom, Carter, and Wysocki - 19;

Nays: Cowart, Greenwalt, Hogue, Weibel, Anderson, and Avery - 6.

Board Member Betz recommended the appointment of Carrie Storrs to the Champaign County Board of Health for a term ending 6/30/2008; seconded by Board Member Beckett. Discussion followed. Chair Wysocki asked the Clerk to call the roll.

Approved by roll call vote.

Yeas: Doenitz, Fabri, Feinen, Greenwalt, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, Beckett, Betz, Busboom, Carter, and Wysocki - 24;

Nays: Cowart - 1.

Board Member Betz recommended the appointment of Ruth Green to the Forest Preserve Board for a term ending 6/30/2010; seconded by Board Member Langenheim. Discussion followed.

Board Member Betz recommended the appointment of Stephanie Joos, Animal Control Director, to Act as Champaign County Animal Control Administrator, effective June 24, 2005; seconded by Board Member Putman. Discussion followed. Board Member Feinen abstained due to a personal relationship with one of the involved parties. Approved by voice vote.

Board Member Betz recommended the approval of the change of Champaign County Board standing committees schedule of meetings to cancel the regularly scheduled meetings for all standing committees for the month of July 2005;

seconded by Board Member Knott. Discussion followed. Approved by voice vote.

Discussion. Board Members Feinen and Avery spoke regarding the FY2005 funding decisions adopted by the Champaign County Board for Care and Treatment of Persons with a Developmental Disability.

Board Member Betz recommended the appointment of Barbara Mann (to fill term of Laurel Prussing - resigned) to the Champaign-Urbana Mass Transit District for a term ending 12/31/2008; seconded by Board Member Beckett. Discussion followed. Board Member McGinty abstained due to a business relationship to one of the involved parties. Board Member Feinen abstained due to a business relationship to one of the involved parties. Approved by voice vote.

Discussion. Board Member Betz recommended the approval of the Intergovernmental Agreement between Champaign County, Illinois Housing Development Authority and various Counties relating to the issuance of bonds and other related transactions to continue support for the First Time Home Buyer Program (IHDA) below market rate, and Home Equity Loan Program; seconded by Board Member Avery. Approved by voice vote. Board Member Tapley abstained due to a business relationship with one of the involved parties.

Board Member Betz returned to the approval of the appointment of Ruth Green.

Discussion followed. Board Member Feinen offered a motion to table the Forest Preserve Board appointment; seconded by Board Member Avery. Discussion followed. Board Member Feinen withdrew her motion. Discussion followed. A roll call was requested.

Approved by roll call vote.

Yeas: Cowart, Fabri, Feinen, Greenwalt, Hogue, James, Knott, Langenheim, McGinty, Putman, Sapp, Tapley, Weibel, Anderson, Avery, Beckett, Betz, Busboom, Carter, and Wysocki - 20;

Nays: Doenitz, Jay, Moser, O'Connor, and Schroeder - 5.

FINANCE

Board Member McGinty, Chair, recommended the adoption of **Resolution 4972, "Payment of Claims Authorization, June 2005, FY 2005;"** seconded by Board Member Beckett. Adopted by voice vote.

Board Member McGinty recommended the approval and placing on file of the Purchases Not Following Purchasing Policy; seconded by Board Member James. Approved by voice vote.

Board Member McGinty recommended the adoption of **Resolution 4973,**

“Emergency Budget Amendment, June 2005, FY 2005;” seconded by Board Member James.

Adopted by roll call vote.

Yeas: Cowart, Doenitz, Fabri, Greenwalt, James, Jay, Knott, Langenheim, McGinty, Moser, Putman, Sapp, Tapley, Weibel, Anderson, Beckett, Betz, Busboom, Carter, and Wysocki - 20;

Nays: Feinen, Hogue, O'Connor, Schroeder, and Avery - 5.

Board Member McGinty recommended the adoption of **Resolution 4974, “Emergency Budget Amendment, June 2005, FY 2005;”** seconded by Board Member Tapley.

Adopted by roll call vote.

Yeas: Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, Beckett, Betz, Busboom, Carter, and Wysocki - 25;

Nays: None.

HIGHWAY & TRANSPORTATION

Board Member Cowart, Chair, recommended the adoption of **Resolution 4975, “Resolution Awarding of Contract for the Improvement of Lierman Avenue in the City of Urbana – Section #03-00394-00-PV;”** seconded by Board Member Jay. Discussion followed. Board Member Feinen abstained due to a business relationship with one of the involved parties. Discussion followed. Adopted by voice vote.

OTHER BUSINESS

Board Member Beckett recommended the correction to the Record of the March 31st County Board Meeting by Rescinding the Vote Approving a Source Code Escrow Agreement with DSI Technology Escrow Services for escrow of source code from Kronos, Inc; seconded by Board Member James. Discussion followed. Approved by voice vote.

Board Member Beckett recommended the approval of the Memorandum of Understanding between Champaign County and Champaign County Sheriff Co-Employers and the Illinois Fraternal Order of Police Labor Council; seconded by Board Member Moser. Discussion followed. Approved by voice vote.

NEW BUSINESS

There was discussion regarding the Planning and Zoning Survey.

ADJOURNMENT

Board Member Knott offered the motion to adjourn the Meeting; seconded by Board Member Cowart. Approved by voice vote. Chair Wysocki adjourned the Meeting at 9:03 P.M.

Mark Sheldon

Mark Sheldon, Champaign County Clerk
and ex-Officio Clerk of the Champaign County Board
Champaign County, Illinois

AGREEMENT

THIS AGREEMENT is made and entered into the 21st day of July, 2005 (the "Effective Date"), by and Between **CHAMPAIGN AREA TRAP, SPAY, NEUTER, AND ADOPTION PROGRAM**, an organization with its principal place of business at P.O. Box 456, Savoy, Illinois, 61874, a non-profit corporation established pursuant to Section 501(c)(3) of the Internal Revenue Code ("CATsNAP"), and **CHAMPAIGN COUNTY**, with its principal place of business as an animal control facility located at 210 Art Bartell, Urbana, Illinois, 61802-2857 the ("Shelter").

WHEREAS, CATsNAP and the Shelter desire to enter into an arrangement whereby CATsNAP provides Hill's Science Diet® pet food products and pet nutrition educational services to the Shelter in exchange for the public benefit provided by the Shelter's ongoing animal control services, \$10.00, and other good and valuable consideration;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. This Agreement is subject to approval by **HILL'S PET NUTRITION, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Street, Topeka, Kansas 66603 ("Hill's"). Hill's is a third-party beneficiary of this Agreement. This Agreement is subject to all terms and conditions of CATsNAP's agreement with Hill's for pet food products and pet nutritional education services ("master agreement").
2. In-Shelter Feeding. CATsNAP shall provide certain Hill's Science Diet pet food products free of charge to the Shelter for the sole purpose of feeding all canines and felines being cared for by the Shelter ("In-Shelter Feeding"). The type and quantity of Science Diet pet food provided each week by CATsNAP to the Shelter for In-Shelter Feeding (the "Complimentary Products") shall be in accordance with the Shelter's standing order (the "**Complimentary Products Standing Order**") set forth in **Appendix A** attached hereto. (See Appendix C for a 12-month forecast based upon Shelter's Complimentary Products Standing Order.) CATsNAP agrees to include this standing order in its standing order with Hill's under the master agreement. CATsNAP acknowledges that unforeseen business conditions may require the Shelter to request an increase in the free food allotment. Increases are subject to approval by Hill's. The Shelter acknowledges that the Complimentary Products are for In-Shelter Feeding only and covenants and agrees that it shall not resell or redistribute them. In addition, Shelter agrees to pay CATsNAP ten dollars (\$10.00) for shipping and handling costs at the rate of twenty-five cents (\$0.25) per pound for the Complimentary Products, to be forwarded to Hill's under the master agreement. Such payment shall be made pursuant to Section 5 of this Agreement.
3. Shelter's Obligations. Shelter hereby covenants and agrees that, in addition to any other obligation it has under this Agreement, it shall:
 - (a) during the term of this Agreement, not promote, display, distribute, endorse, or feed any pet food products other than Hill's® Science Diet® or Hill's® Prescription Diet® pet foods;
 - (b) maintain its current status as a not-for-profit organization and notify Hill's through CATsNAP immediately of the actual or threatened revocation of that status; and
 - (c) not treat any animals in an abusive or inhumane manner.
4. Term and Termination.
 - (a) This Agreement shall become effective upon the date first above written and shall remain in effect for a period of two (2) years, at which time this Agreement shall automatically renew for a period of one (1) additional year unless earlier terminated as provided herein. This Agreement may be terminated at any time during the initial two-year period or one-year renewal period:
 - (i) by either party or Hill's, without cause, upon the delivery of thirty (30) calendar days' written notice to the other party;
 - (ii) by either party or Hill's, immediately upon written notice to the other party if CATsNAP ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up" or if the Shelter loses its status as a not-for-profit organization; or
 - (iii) by CATsNAP, if the Shelter breaches its obligations under Sections 2 or 3(a), (b), or (c), effective upon written notice of such breach to Shelter.
 - (b) Upon the expiration or termination of this Agreement, CATsNAP shall cease providing the pet food

owed to CATsNAP for shipping and handling costs described in Section 1. Additionally, the Shelter shall return to CATsNAP or, at CATsNAP discretion, make available for pick up by CATsNAP or its designated agents, any CATsNAP display rack and remaining point-of-purchase and other collateral materials which CATsNAP had provided to the Shelter.

5. Terms.
 - (a) CATsNAP will invoice Shelter for the shipping and handling costs set forth in Section 1 above, and Shelter shall remit payments to CATsNAP.
 - (b) The terms for CATsNAP pet food products ordered pursuant to Sections 1 and 2 of this Agreement shall be those set forth in Appendix D attached hereto and incorporated by reference, and subject to approval by Hill's.
 - (c) Nothing in this Agreement shall prohibit Shelter from purchasing CATsNAP Science Diet pet foods (other than those in Appendix A and B) and CATsNAP Prescription Diet pet foods through CATsNAP normal sales channels.
 - (d) With its initial payment, the Shelter shall pay CATsNAP an additional \$10.00
6. Audit. Upon reasonable notice and within the Shelter's normal business hours, CATsNAP shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records relating to the order, use and re distribution of CATsNAP pet food products and, if applicable, the use and maintenance of the CATsNAP display rack.
7. Indemnification. Each party agrees to indemnify and hold the other party and Hill's harmless against and from any and all losses, claims, damages or liabilities, joint or several, to which the other party may become subject as the result of acts or omissions, by the other party in connection with the performance of its duties under this Agreement or as the result of the other party's material breach of any representation, warranty, covenant or agreement pertinent to this Agreement. This indemnity provision shall survive the termination of this Agreement.
8. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and shall inure to the benefit of the successors and assigns of Hill's, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without regard to its principles governing conflicts of law.
10. Waiver. No failure by either party hereto or Hill's at any time to require performance by the other party of any of the conditions, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, term or provision of this Agreement; nor shall any waiver by either party or Hill's of any breach of this Agreement, or of any term, condition, or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, term, or provision of this Agreement.
11. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CHAMPAIGN AREA TRAP, SPAY, NEUTER,
AND ADOPTION PROGRAM

CHAMPAIGN COUNTY,

By: _

By

Champaign County Board Chair

Date:

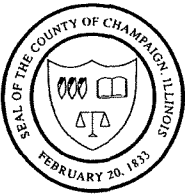
Date:

Attest:

Notary Public

Attest:

Champaign County Clerk and ex officio
Clerk of the Champaign County Board




CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON
URBANA, IL 61802
(217) 384-3776
(217) 384-3765 – PHYSICAL PLANT
(217) 384-3896 – FAX
(217) 384-3864 – TDD
Website: www.co.champaign.il.us

ADMINISTRATIVE SUPPORT
DATA PROCESSING
MICROGRAPHICS
PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

MEMORANDUM

TO: Barbara Wysocki, Chair and
MEMBERS of the CHAMPAIGN COUNTY BOARD

FROM: Deb Busey, County Administrator of Finance & HR Management 

DATE: June 13, 2005

RE: ADDITIONAL ANIMAL CONTROL WARDEN POSITIONS

Pursuant to the action of the Champaign County Board on June 23, 2005 and Champaign City Council on July 5, 2005, Champaign County is now committed to the provision of animal control warden services to the City of Champaign through a contract for services. The contract requires sixty (60) hours of service weekly, or the equivalent of one full-time and one part-time Animal Control Warden.

Additionally, the County Animal Control Department is also currently negotiating contracts with the Villages of Mahomet, St. Joe, Ludlow, Broadlands and Longview to provide animal control services within their corporate boundaries. The village contracts create a demand for the equivalent of at least one more part-time animal control warden.

Revenues from these contracts will cover the expense of adding two full-time animal control warden positions to the Champaign County Animal Control Department staffing budget. This is to request approval for those two additional positions.

RECOMMENDED ACTION:

The County Board approves the addition of two full-time animal control warden positions for the Champaign County Animal Control Department, effective August 1, 2005.

Thank you for your consideration of this request.



June 29, 2005

Denny Inman – Co-Administrator
Champaign County, Illinois
Department of Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

Re: **Champaign County Nursing Home**
PKD, Inc. Project Number 275
Payment Application Request No. 29

Dear Mr. Inman,

Enclosed are two copies of our Payment Application No. 29 for this project. This is for work completed through June 20, 2005.

Please call our office (356-8424) for pick-up when the check is ready (on or before July 22, 2005). Thank You.

Sincerely,

A handwritten signature in cursive script that reads "Timothy R. Mininger".

Timothy R. Mininger, Project Engineer

Xc: **MJS/PBD/TRM/MFC Pay Requests**
Ann Deedrich - Pay Request 1 ea.

CHAMPAIGN COUNTY NURSING HOME - PAY APPLICATION

APPLICATION THROUGH: June 20, 2005
APPLICATION NO. 29

ITEM:	CHECK PAYMENT TO:	AMOUNT OF PAYMENT:
1	PKD, Inc. - Staff, Fee, Reimbursables, and General Conditions	\$50,545
2	Stark Excavating	\$9,481
3	Cross Construction	\$0 *
4	Duce Construction	\$148,348 *
5	Roessler Construction	\$18,142
6	National Fabco	\$114,032
7	Tile Specialists	\$0
8	Advanced Roofing	\$26,933 *
9	Otto Baum	\$422,274
10	Thyssen/Krupp	\$0
11	Stobek Masonry	\$72,938
12	Borchers Decorating	\$12,313 *
13	Automatic Fire	\$28,004 *
14	McWilliams	\$50,397 *
15	Reliable Mechanical (Heat)	\$183,339 *
16	Reliable Mechanical (Vent)	\$68,676 *
17	Coleman Electric	\$132,055
TOTAL:		\$1,337,477

* - Retainage has been reduced for this Contractor.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Champaign County Board
1776 East Washington Street
Urbana, Illinois, 61802

PROJECT: Champaign County Nursing Home

APPLICATION NO: 29

Distribution to:

PERIOD TO: 38523

OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR) PKD, Inc.
P. O. Box 3698
Champaign, Illinois 61826-3698

PKD, Inc.
PROJECT NO: 275

CONTRACT FOR: Construction Management

CONTRACT DATE: 1/23/2003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ESTIMATED CONTRACT SUM	\$	\$18,378,471
2. Net change by Change Orders	\$	(\$219,327)
3. CONTRACT SUM TO DATE (Line 1+-2)	\$	\$18,159,144
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$11,474,584
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$814,193
b. 10 % of Stored Material (Column F on G703)	\$	\$13,880
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$828,073
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$10,646,511
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)	\$	\$9,309,034
8. CURRENT PAYMENT DUE	\$	\$1,337,477
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$7,512,633

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

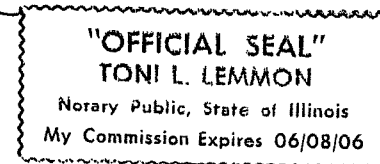
By: Timothy R. Mininger Date: 6-29-05

State of Illinois County of: Champaign

Subscribed and sworn to before me this 29th day of June, 2005.

Notary Public: Toni L. Lemmon

My Commission expires: 06/08/06



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 1,337,477.00
(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER

By: Timothy R. Mininger Date: 6-29-05

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Champaign County Board
 1776 East Washington Street
 Urbana, Illinois, 61802

PROJECT: Champaign County Nursing Home

APPLICATION NO: 29
 APPLICATION DATE: 6/27/2005
 PERIOD TO: 6/20/2005

Distribution: OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): PKD, Inc.
 P. O. Box 3698
 Champaign, Illinois 61826-3698

PKD, Inc.
 PROJECT NO: 275

CONTRACT FOR: Construction Management

CONTRACT DATE: 1/23/2003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$690,705	
Approved this Month			
Number	Date Approved		
Change Order # 1		\$693,000	
TOTALS		\$1,383,705	
Net change by Change Orders		\$693,000	

1. ESTIMATED CONTRACT SUM	\$	\$690,705
2. Net change by Change Orders	\$	\$693,000
3. CONTRACT SUM TO DATE (Line 1+2)	\$	\$1,383,705
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$906,816
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$906,816
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$856,271
8. CURRENT PAYMENT DUE	\$	\$50,545
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$476,889

20

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

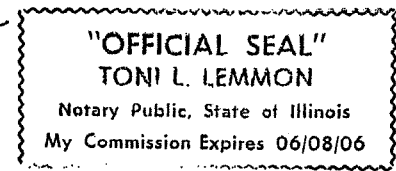
By: Timothy R. Mininger Date: 6-29-05

State of Illinois County of: Champaign

Subscribed and sworn to before me this 29th day of June, 2005.

Notary Public: TONI L. LEMMON

My Commission expires: 06/08/06



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 50,545.00
 (Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER

By: Timothy R. Mininger Date: 6-29-05

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 29
 APPLICATION DATE: 6/27/2005
 PERIOD TO: 6/20/2005
 PKD PROJECT NO: 275

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	PKD, Inc.	\$1,383,705	\$856,271	\$50,545		\$906,816	66%	\$476,889	\$0.00
2	BI #1 - Stark Excavating - C.O. # 2	\$586,190	\$572,315	\$10,534		\$582,849	99%	\$3,341	\$58,285.00
3	BI #2 - Cross Construction - C.O. # 2	\$275,010	\$210,304	\$0		\$210,304	76%	\$64,706	\$20,128.00
4	BI #3 - Duce Construction - C.O. # 1	\$1,428,207	\$1,126,125	\$156,156		\$1,282,281	90%	\$145,926	\$64,114.00
5	BI #4 - Roessler Construction	\$237,520	\$213,503	\$20,158		\$233,661	98%	\$3,859	\$23,366.00
6	BI # 5 - National Fabco - C.O. # 2	\$368,426	\$125,013	\$8,000	\$118,703	\$251,716	68%	\$116,710	\$25,172.00
7	BI # 6 - Tile Specialists - C.O. # 2	\$328,860	\$208,460			\$208,460	63%	\$120,400	\$20,846.00
8	BI # 7 - Advanced Roofing	\$413,262	\$273,013	\$28,351		\$301,364	73%	\$111,898	\$15,068.00
9	BI # 8 - Otto Baum C.O. # 2	\$4,837,552	\$2,316,917	\$449,093	\$20,100	\$2,786,110	58%	\$2,051,442	\$278,611.00
10	BI # 9 - Thyssen Krupp - C.O. # 1	\$37,200	\$22,905			\$22,905	62%	\$14,295	\$2,291.00
11	BI # 10 - Stobeck Masonry C.O. # 1	\$1,015,092	\$326,442	\$81,042		\$407,484	40%	\$607,608	\$40,748.00
12	BI # 12 - Borchers Decorating C.O. # 1	\$280,929	\$139,939	\$5,597		\$145,536	52%	\$135,393	\$7,277.00
13	BI # 13 - Automatic Fire - C.O. # 1	\$480,400	\$254,372	\$16,103		\$270,475	56%	\$209,925	\$13,519.00
14	BI # 14 - McWilliams Mechanical - C.O. # 3	\$1,213,235	\$841,643	\$53,048		\$894,691	74%	\$318,544	\$44,733.00
15	BI # 15 Reliable Mechanical (Heat) - C.O. # 1	\$1,379,360	\$700,479	\$156,121		\$856,600	62%	\$522,760	\$42,830.00
16	BI # 16 Reliable Mechanical (Vent) - C.O. # 2	\$1,262,230	\$732,652	\$72,290		\$804,942	64%	\$457,288	\$40,247.00
17	BI # 17 - Coleman Electric - C.O. # 2	\$2,631,966	\$1,161,663	\$146,727		\$1,308,390	50%	\$1,323,576	\$130,838.00
	TOTAL	\$18,159,144	\$10,082,016	\$1,253,765	\$138,803	\$11,474,584	63%	\$6,684,560	\$828,073

AIA DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT* MAY 1983 EDITION*AIA
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUI 29
 APPLICATION DA 6/27/2005
 PERIOD TO: 6/20/2005
 PKD PROJECT NC 275

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			WORK COMPLETED FROM PREVIOUS APPLICATION	THIS PERIOD					
	ORIGINAL CONTRACT								
	PKD Staff	\$373,879	\$255,430	\$8,342		\$263,772	\$110,107	\$0	
	PKD Preconstruction Fee	\$113,201	\$113,201	\$0		\$113,201	\$0	\$0	
	PKD Construction Fee	\$148,515	\$108,016	\$6,751		\$114,767	\$33,748	\$0	
	Reimbursables	\$55,110	\$20,351	\$598		\$20,949	\$34,161	\$0	
	CHANGE ORDER NO. 1 - GENERAL CONDITIONS	\$693,000	\$359,273	\$34,854		\$394,127	\$298,873	\$0	
	TOTAL	\$1,383,705	\$856,271	\$50,545	\$0	\$906,816	\$476,889	\$0	

AIA DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT* MAY 1983 EDITION*AIA
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (Original Contract)

Application No: 29
 Application Date: 6/27/05
 Period From: 5/21/05
 Period To: 6/20/05

Staff (Pre-construction & Construction)						
Description	Scheduled Value	Previously Billed	Hours This Period	Cost This Period	Total Cost to Date	Balance to Complete
Project Exec./Admin.		\$20,604	14	\$952	\$21,556	
Project Engineer II		\$4,292	3	\$111	\$4,403	
Project Accountant		\$4,060	5	\$175	\$4,235	
Senior Project Manager		\$125,250	37	\$1,850	\$127,100	
Project Engineer		\$83,139	142	\$5,254	\$88,393	
Estimator		\$6,160	0	\$0	\$6,160	
Chief Estimator		\$0	0	\$0	\$0	
Mechanical Estimator		\$7,425	0	\$0	\$7,425	
Electrical Estimator		\$4,500	0	\$0	\$4,500	
Total Staff	\$373,879	\$255,430	201	\$8,342	\$263,772	\$110,107

Construction Management Fee (Pre-construction 2/03 through 1/04)

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$113,201	\$113,201		\$0	\$113,201	\$0

Construction Management Fee (Construction 2/04 through 11/05)

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$148,515	\$108,016		\$6,751	\$114,767	\$33,748

Reimbursables

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Print and Reproduce		\$2,529		\$22	\$2,551	
Construction Photographs		\$292		\$0	\$292	
Field Office Supplies		\$766		\$0	\$766	
Set Job Trailer		\$633		\$0	\$633	
Rent Office Trailer		\$5,250		\$375	\$5,625	
Postage		\$2,038		\$0	\$2,038	
Photocopies		\$3,358		\$0	\$3,358	
Field Office Equipment		\$529		\$35	\$564	
Communications		\$4,934		\$166	\$5,100	
Drinking Water		\$22		\$0	\$22	
Total Reimbursables	\$55,110	\$20,351		\$598	\$20,949	\$34,161

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (PKD Change Order No. 1)

Application No: 29
 Application Date: 6/27/05
 Period From: 5/21/05
 To: 6/20/05

General Conditions (PKD Change Order No. 1)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Superintendent	\$269,744	\$209,085	\$14,708	\$223,793	\$45,951
Miscellaneous Permits	\$5,000	\$0	\$0	\$0	\$5,000
Project Signs	\$1,200	\$1,691	\$194	\$1,885	(\$685)
Layout by Licensed Surveyor	\$6,000	\$1,642	\$0	\$1,642	\$4,358
Dumpster	\$75,250	\$11,699	\$8,598	\$20,297	\$54,953
Inspect & Test	\$25,000	\$17,318	\$4,405	\$21,723	\$3,277
Project Clean-Up	\$8,400	\$2,023	\$217	\$2,240	\$6,160
Clean Glass	\$2,500	\$0	\$0	\$0	\$2,500
Final Clean-Up	\$5,600	\$0	\$0	\$0	\$5,600
Bid Document Distribution	\$4,000	\$995	\$0	\$995	\$3,005
Job Office Maintenance	\$660	\$0	\$0	\$0	\$660
Temporary Toilets	\$6,600	\$1,800	\$260	\$2,060	\$4,540
Temp. Elect. Serv. Connection	\$15,000	\$16,639	\$0	\$16,639	(\$1,639)
Temp. Water Serv. Connection	\$2,000	\$0	\$0	\$0	\$2,000
Temp Gas Service Connection	\$500	\$0	\$0	\$0	\$500
Elect. Power Serv. Connection	\$7,500	\$0	\$0	\$0	\$7,500
Water Service Connection	\$4,500	\$0	\$0	\$0	\$4,500
Gas/Main Connection	\$500	\$0	\$0	\$0	\$500
Cable TV Connection	\$500	\$0	\$0	\$0	\$500
Electric Power Usage	\$77,000	\$4,757	\$1,917	\$6,674	\$70,326
Partial Winter Protection	\$50,000	\$32,162	\$4,306	\$36,468	\$13,532
Temporary Heat	\$25,000	\$41,591	\$0	\$41,591	(\$16,591)
Small Tools/Equipment	\$1,650	\$312	\$0	\$312	\$1,338
Rectify/Repair	\$4,400	\$0	\$0	\$0	\$4,400
Project Truck	\$1,650	\$0	\$104	\$104	\$1,546
Dedication	\$2,500	\$0	\$0	\$0	\$2,500
Misc. Site Items	\$5,000	\$232	\$0	\$232	\$4,768
Temp. Roads/Park/Laydown	\$35,000	\$6,809	\$0	\$6,809	\$28,191
Security Fence	\$32,560	\$10,450	\$145	\$10,595	\$21,965
Street Barricades	\$2,500	\$0	\$0	\$0	\$2,500
Pumping/Dewatering	\$2,786	\$68	\$0	\$68	\$2,718
Dust/Noise Partitions	\$12,500	\$0	\$0	\$0	\$12,500
Total General Conditions	\$693,000	\$359,273	\$34,854	\$394,127	\$298,873



June 29, 2005

Champaign County Administrative Services
1776 East Washington Street
Urbana, IL. 61802

Attn.: Denny Inman, Co-Administrator

Re: Champaign County Nursing Home
PKD Incorporated, Project Number 275
Otto Baum Reduction In Retainage

Dear Mr. Inman:

The Contractor for Bid Item #8 – General Trades Contractor, has requested a reduction in retainage in their pay application for the period ending 07/20/05.

As an incentive for Contractor cooperation and satisfactory performance the Contract Documents—under Section 00800 (Supplementary Conditions), Article 9.3—allow for a reduction in retainage after fifty percent of the work is complete.

Since this Contractor has provided satisfactory work and is over fifty percent complete, we recommend and request, at this time, written approval from the Champaign County Board, as required, to allow this Contractor a reduction in retainage. Please obtain the appropriate authorization below and provide a copy of this authorization to PKD Incorporated by 07/20/05.

Sincerely,
PKD Incorporated

Timothy R. Mininger
Project Engineer

Xc: MJS/TRM/MFC Pay Requests
DLR/FFC

Authorization to reduce retainage for the Contractor above: _____
Administrative Services



June 29, 2005

Champaign County Administrative Services
1776 East Washington Street
Urbana, IL. 61802

Attn.: Denny Inman, Co-Administrator

Re: Champaign County Nursing Home
PKD Incorporated, Project Number 275
Coleman Electric Reduction In Retainage

Dear Mr. Inman:

The Contractor for Bid Item #17 – Electrical/Electronic System, has requested a reduction in retainage in their pay application for the period ending 07/20/05.

As an incentive for Contractor cooperation and satisfactory performance the Contract Documents—under Section 00800 (Supplementary Conditions), Article 9.3—allow for a reduction in retainage after fifty percent of the work is complete.

Since this Contractor has provided satisfactory work and is over fifty percent complete, we recommend and request, at this time, written approval from the Champaign County Board, as required, to allow this Contractor a reduction in retainage. Please obtain the appropriate authorization below and provide a copy of this authorization to PKD Incorporated by 07/20/05.

Sincerely,
PKD Incorporated

Timothy R. Mifinger
Project Engineer

Xc: MJS/TRM/MFC Pay Requests
DLR/FFC

Authorization to reduce retainage for the Contractor above: _____
Administrative Services

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage, Cemetery, & Farmland Assessment

NAME: Adāna Adams **PHONE:** 217/328-3062 **Email:** adana69@yahoo.com

ADDRESS: 2208 E Vermont, Urbana IL 61802

NAME OF APPOINTMENT BODY OR BOARD: Clements Cemetery

TITLE OF APPOINTMENT REQUESTED: Cemetery Trustee

BEGINNING DATE OF TERM REQUEST:

ENDING DATE:

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

The Champaign County Board

1. What experience and background do you have which you believe qualifies you for this appointment?

As a lifelong resident of Urbana, I have a strong sense of community to this area. As a former employee of the Champaign County Archives I have an appreciation for the local history. My gr gr gr grandparents are buried in Clements Cemetery with other family members. I would also like to be buried there someday. For several years my parents, my husband, our children and myself have been going to the cemetery and caring for the space where our family is buried. I have always had a special interest in this small rural cemetery.

I work fulltime in the research bioethics field which demands critical thinking, attention to detail, strong communication skills and an ability to follow through. I follow federal regulations and make decisions based on ethical guidelines on a daily basis.

2. What is your knowledge of the District's operations, property holdings, staff, taxes, and fees?

None, but I'm a quick and willing learner.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the board or commission for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes ___ No X ___

Signature: Adāna Adams

Date: May 26, 2005

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE PRINT IN BLACK INK

NAME: MARVIN LITTLE PHONE: 485-3855 FAX: _____

ADDRESS: 1011 C.O. RD 1200E TOLONO IL. 61880
Street City State Zip

NAME OF APPOINTMENT BODY OR BOARD: BAILEY CEMETARY

TITLE OF APPOINTMENT REQUESTED: TRUSTEE

BEGINNING DATE OF TERM REQUEST: 6/21/05 ENDING DATE: _____

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

The Champaign County Board

1. What experience and background do you have which you believe qualifies you for this appointment?
I HAVE BEEN ON THE ~~BOARD~~ BOARD 18 YRS.
2. What is your knowledge of the District's operations, property holdings, staff, taxes, and fees?
THE BOARD HAS REGULAR MEETINGS
3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the board or commission for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)
Yes _____ No ✓
I yes, please explain.

Marvin Little
Signature

April 5, 2005

Dear Fellow Trustees

I wish to be replaced as a Trustee of Bailey Cemetery. The time has gone by quickly and has been a very enjoyable part of my life. It has allowed me to enjoy the friendships I have had with you and I hope to continue being a friend.

Good luck to each of you as you go on.

Sincerely,

Bill Maxwell 2005
Jan. 19 - 1962 -

Jay, would you let the rest of the trustees know?

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage, Cemetery, & Farmland Assessment

PLEASE PRINT IN BLACK INK

NAME: JERRY McELWEE PHONE: 2176882326 FAX: —

ADDRESS: 2194 CR 1100 NORTH SIDNEY IL 61877
Street City State Zip

NAME OF APPOINTMENT BODY OR BOARD: MT. HOPE CEMETERY BOARD MEMBER

TITLE OF APPOINTMENT REQUESTED: TRUSTEE - MEMBER

BEGINNING DATE OF TERM REQUEST: 1-JUN-05 ENDING DATE: ?

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

The Champaign County Board

1. What experience and background do you have which you believe qualifies you for this appointment?
4 GREAT GRANDPARENTS, 3 GRANDPARENTS, 2 PARENTS, 1 BROTHER AND WIFE ARE BURIED THERE ALONG WITH MANY FRIENDS AND RELATIVES. IT IS IN MY BEST INTEREST TO SEE TO THE MAINTENANCE OF THE FACILITY. I WILL BE BURIED THERE.
2. What is your knowledge of the District's operations, property holdings, staff, taxes, and fees?
I AM A PROPERTY OWNER IN THE DISTRICT AND KNOW MUCH ABOUT THE PROPERTY AND MAINTENANCE STAFF. OUR FARMLAND IS ON THE NORTHERN BOUNDARY OF THE CEMETERY.
3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the board or commission for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes No

If yes, please explain.

Jerry McElwee
Signature
Date: 3-JUN-05

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage, Cemetery, & Farmland Assessment

PLEASE PRINT IN BLACK INK

NAME: Tiffany McElroy-Smetzer PHONE: 469-7921 FAX: 469-7019

ADDRESS: PO Box 1005 St. Joseph IL 61873
Street City State Zip

NAME OF APPOINTMENT BODY OR BOARD: Mt. Hope Cemetery Board

TITLE OF APPOINTMENT REQUESTED: Trustee

BEGINNING DATE OF TERM REQUEST: ASAP ENDING DATE: _____

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

The Champaign County Board

1. What experience and background do you have which you believe qualifies you for this appointment?
I have been the Village Clerk for the Village of St. Joseph for 5 years, so I understand how governmental units function. I have a Bachelor's Degree in Accounting so I ~~am~~ have knowledge in fiscal matters.
2. What is your knowledge of the District's operations, property holdings, staff, taxes, and fees?
I have spoken to members of the Board regarding property & fees. I wanted to be familiar with the proceedings to ensure that I could be an asset to the Board.
3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the board or commission for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes _____ No

If yes, please explain.

Tiffany McElroy-Smetzer
Signature
Date: 6/9/05

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage, Cemetery, & Farmland Assessment

PLEASE PRINT IN BLACK INK

NAME: Tiffany McElroy-Smetzer PHONE: 469-7921 FAX: 469-7019

ADDRESS: PO Box 1005, St. Joseph IL 61873
Street City State Zip

NAME OF APPOINTMENT BODY OR BOARD: Mt. Olive Cemetery Board

TITLE OF APPOINTMENT REQUESTED: Trustee

BEGINNING DATE OF TERM REQUEST: ASAP ENDING DATE: _____

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

The Champaign County Board

1. What experience and background do you have which you believe qualifies you for this appointment?

I have been the Village Clerk for the Village of St. Joseph for 5 years so I understand how governmental units function. I have a Bachelor's Degree in Accounting so I have knowledge + experience in fiscal matters.

2. What is your knowledge of the District's operations, property holdings, staff, taxes, and fees?

I have spoken to members of the Board regarding Property + fees. I wanted to be familiar with the proceedings to ensure that I could be an asset to the Board.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the board or commission for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes _____ No

If yes, please explain.

Tiffany McElroy-Smetzer
Signature
Date: 6/9/05

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage, Cemetery, & Farmland Assessment

PLEASE PRINT IN BLACK INK

NAME: CHRIS KARR PHONE: 687.2602 FAX: _____

ADDRESS: 1212 CR 200 E. SEYMOUR, IL. 61875
Street City State Zip

NAME OF APPOINTMENT BODY OR BOARD: Scott Fire Protection District

TITLE OF APPOINTMENT REQUESTED: Trustee

BEGINNING DATE OF TERM REQUEST: 6.1.05 ENDING DATE: 6.1.08

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

The Champaign County Board

1. What experience and background do you have which you believe qualifies you for this appointment?

I have served on the following Boards:
- Monticello Grain Co. - 14 YES.
- Camp Creek Drainage District. 6 YES.
- No. 1 of Town of Scott Drainage District. 9 YES.
- Scott Fire Protection District 6 YES. - to current.

2. What is your knowledge of the District's operations, property holdings, staff, taxes, and fees?

Our District levy's money and divides into Seymour, and Bondo fire corporations.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the board or commission for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes _____ No X

If yes, please explain.

Chris Karr
Signature

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 675 STALEY/RISING CORDR STUDY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	100,000	100,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	100,000	100,000

EXPLANATION: TO REFLECT RECEIPT OF A NEW CONTRACT WITH THE CITY OF CHAMPAIGN FOR COUNTY FY'05 TO DETERMINE THE EFFECT OF MAJOR TRANSPORTATION CORRIDORS ON DEVELOPMENT AND LAND USE POLICIES.

DATE SUBMITTED:

6/10/05

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

REQUEST FOR BUDGET AMENDMENT

BA NO. 05-00061

FUND 679 CHILD ADVOCACY CENTER

DEPARTMENT 179 CHILD ADVOCACY CENTER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
679-179-544.33 FURNISHINGS, OFFICE EQUIP	4,250	4,250	9,250	5,000
679-179-533.18 NON-EMPLOYEE TRAINING, SEM	0	13,000	19,000	6,000
TOTALS	4,250	17,250	28,250	11,000

INCREASED REVENUE BUDGET:

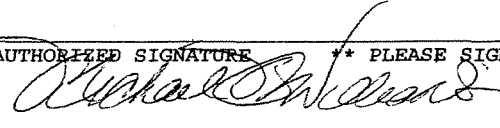
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: A. INCREASED APPROPRIATIONS FOR UPGRADING AUDIO/VIDEO EQUIPMENT AT THE CHILDREN'S ADVOCACY CENTER. B. INCREASED APPROPRIATIONS FOR PROVIDING TRAINING FOR MEMBERS OF THE CAC MULTIDISCIPLINARY TEAM. REVENUE FOR THESE APPROPRIATIONS WILL BE TAKEN FROM THE CAC FUND BALANCE.

DATE SUBMITTED:

06/28/05

AUTHORIZED SIGNATURE



** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 080 GENERAL CORPORATE

DEPARTMENT 023 RECORDER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-534.85 RENTAL HSG FEE REMITTANCE	0	0	135,000	135,000
TOTALS	0	0	135,000	135,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-341.53 RENTAL HOUSNG SUPPORT FEE	0	0	150,000	150,000
TOTALS	0	0	150,000	150,000

EXPLANATION: TO REIMBURSE STATE 9.00 PER RECORDED LAND RECORD DOCUMENT FOR THE RENTAL HOUSING SUPPORT PROGRAM ACT. ACT TAKES EFFECT JULY 1, 2005. TEN DOLLARS IS CHARGED PER DOCUMENT, WITH 1.00 GOING TO GENERAL CORPORATE FUND. .50 IS TO BE PROVIDED FOR THE COST OF IMPLEMENTATION OF THE FEE PROGRAM.

DATE SUBMITTED:

7/11/05

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Barbara A. Shasco

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 104 HEAD START PROGRAM

DEPARTMENT 676 DEVEL DISABLTY COUNSELING

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
104-676-511.03 REG. FULL-TIME EMPLOYEES	0	0	7,200	7,200
104-676-522.02 OFFICE SUPPLIES	0	0	100	100
104-676-533.12 JOB-REQUIRED TRAVEL EXP	0	0	100	100
104-676-533.85 PHOTOCOPY SERVICES	0	0	100	100
TOTALS	0	0	7,500	7,500

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
104-676-336.23 CHAMP COUNTY DEV DISAB BD	0	0	7,500	7,500
TOTALS	0	0	7,500	7,500

EXPLANATION: TO ACCOMMODATE RECEIPT OF A NEW GRANT FROM THE CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD TO PROVIDE THERAPY SERVICES FOR PRESCHOOL CHILDREN.

DATE SUBMITTED:

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 106 PUBL SAFETY SALES TAX FND DEPARTMENT 010 COUNTY BOARD

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
106-010-571.74 TO JAIL BOND REPAYMENT	1,025,975	1,025,974	1,031,600	5,626
TOTALS	1,025,975	1,025,974	1,031,600	5,626

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: TO PAY JAIL BOND PAYMENT.

DATE SUBMITTED:

6-21-05

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Debra L. Busby

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 674 WATSEKA PLANNING PROJECT

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	13,700	13,700

INCREASED REVENUE BUDGET:

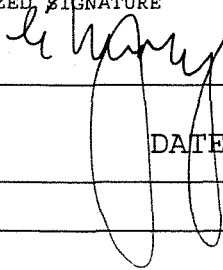
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	13,700	13,700

EXPLANATION: TO REFLECT RECEIPT OF A NEW CONTRACT FOR COUNTY FY'05 TO EVALUATE POTENTIAL DEVELOPMENT AREAS FOR THE CITY OF WATSEKA.

DATE SUBMITTED:

6/17/05

AUTHORIZED SIGNATURE



** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

REQUEST FOR BUDGET AMENDMENT

BA NO. 05-00067

FUND 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-571.81 TO NURSING HOME FUND	23,771	23,771	25,786	2,015
TOTALS	23,771	23,771	25,786	2,015

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: TO MATCH THE TRUE COSTS OF THE CHILD CARE BUDGET DEFICITS AFTER CALCULATION OF FY'04 EXACT EXPENSES.

DATE SUBMITTED: 7-6-05	AUTHORIZED SIGNATURE <i>Debra L. Buesing</i>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

FUND 085 COUNTY MOTOR FUEL

DEPARTMENT 060 HIGHWAY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
085-060-544.11 ROAD IMPROVEMENTS	2,190,000	2,040,000	4,040,000	2,000,000
TOTALS	2,190,000	2,040,000	4,040,000	2,000,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
085-060-337.21 LOCAL GOVT REIMBURSEMENT	0	0	344,600	344,600
TOTALS	0	0	344,600	344,600

EXPLANATION: THE MAJORITY OF STALEY ROAD WAS TO BE PAID IN FY-04. THERE WAS \$3.8 MILLION REMAINING IN THIS LINE ITEM AT THE END OF THE YEAR. THIS WILL PAY FOR THE REST OF STALEY ROAD, THE COUNTY HIGHWAY 15 & 18 PROJECT AND MOST OF THE COUNTY HIGHWAY 9 PROJECT FOR THIS YEAR.

REVENUE: CITY OF CHAMPAIGNS EXTRAS THEY ADDED TO THE STALEY ROAD PROJECT.

DATE SUBMITTED: _____ AUTHORIZED SIGNATURE  ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

FUND 080 GENERAL CORPORATE

DEPARTMENT 041 STATES ATTORNEY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-041-511.03 REG. FULL-TIME EMPLOYEES	1,470,533	1,557,667	1,580,765	23,098
TOTALS	1,470,533	1,557,667	1,580,765	23,098

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-041-371.75 FROM REG PLAN COMM FND075	0	0	11,549	11,549
080-041-381.81 REIMB FROM NURSING HOME	0	0	11,549	11,549
TOTALS	0	0	23,098	23,098

EXPLANATION: THIS AMENDMENT IS NECESSARY TO ESTABLISH THE FUNDS FOR THE SALARY OF THE NEW SENIOR ASSISTANT STATE'S ATTORNEY POSITION THAT IS FUNDED BY THE REGIONAL PLANNING COMMISSION AND THE NURSING HOME.

DATE SUBMITTED:

July 8, 2005

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 080 GENERAL CORPORATE

DEPARTMENT 041 STATES ATTORNEY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-041-511.03 REG. FULL-TIME EMPLOYEES	1,470,533	1,557,667	1,566,767	9,100
TOTALS	1,470,533	1,557,667	1,566,767	9,100

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: THIS AMENDMENT IS TO REIMBURSE THE STATE'S ATTORNEY'S REGULAR FULL-TIME EMPLOYEES LINE FOR THE PAYOUT OF BENEFIT ACCRUAL FOR ONE EMPLOYEE WHO LEFT THE EMPLOYMENT OF CHAMPAIGN COUNTY IN MAY, 2005 FROM FUND BALANCE.

DATE SUBMITTED:

July 8, 2005

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 080 GENERAL CORPORATE

DEPARTMENT 077 OFFICE ON ZONING

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-077-533.93 DUES AND LICENSES	0	0	1,000	1,000
TOTALS	0	0	1,000	1,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: PAYMENT OF NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT FOR CHAMPAIGN COUNTY FROM 7/01/05 - 6/30/06.

DATE SUBMITTED: 7-11-05

AUTHORIZED SIGNATURE: *Donna L. Busby* ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

FUND 080 GENERAL CORPORATE

DEPARTMENT 016 ADMINISTRATIVE SERVICES

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-016-511.03 REG. FULL-TIME EMPLOYEES	605,918	612,881	637,069	24,188
TOTALS	605,918	612,881	637,069	24,188

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: SALARY FOR DEPUTY COUNTY ADMINISTRATOR/HR FOR REMAINDER OF FISCAL YEAR.

DATE SUBMITTED: 7-12-05

AUTHORIZED SIGNATURE: *Debra L. Busby* ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

FUND 089 COUNTY PUBLIC HEALTH FUND DEPARTMENT 049 BOARD OF HEALTH

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
089-049-533.07 PROFESSIONAL SERVICES	579,924	579,814	604,814	25,000
TOTALS	579,924	579,814	604,814	25,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
089-049-334.47 IDPH-BIOTERROR/HLTH ALERT	0	0	25,000	25,000
TOTALS	0	0	25,000	25,000

EXPLANATION: INCREASE IN REVENUE FROM STATE OF ILLINOIS BIO-TERRORISM GRANT AND CORRESPONDING INCREASE IN EXPENDITURES.

DATE SUBMITTED: 7-13-05 AUTHORIZED SIGNATURE: Debra L. Busby ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

FUND 091 ANIMAL CONTROL

DEPARTMENT 047 ANIMAL CONTROL

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
091-047-522.11 MEDICAL SUPPLIES	1,750	1,750	11,750	10,000
TOTALS	1,750	1,750	11,750	10,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
091-047-363.60 PRIVATE GRANTS	0	0	10,000	10,000
TOTALS	0	0	10,000	10,000

EXPLANATION: INCREASE IN REVENUE FROM PETSMART CHARITIES GRANT AND CORRESPONDING INCREASE IN EXPENDITURES.

DATE SUBMITTED:

7-14-05

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RESOLUTION NO. _____

Resolution Authorizing County Board Chair to Execute a Deed of Conveyance

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

WHEREAS, Pursuant to this program, the County of Champaign has acquired an interest in the following described real estate:

PART OF SECTION 21, TWP 22NR 8 E 3RD PM BEG SE COR OF THE NW QUARTER
TH SOUTH 643.5' W 33' N 610' E POB

PERMANENT PARCEL NUMBER: 10-02-21-100-009 Sold on October 29, 2001

Commonly known as: 930 2850N (County RD)

And it appearing to the Finance Committee that the redemption/reconveyance party, ALAN M. HUGHEY, has defaulted a Time Payment Contract.

Of the total amount due of \$1,932.75, the redemption/reconveyance party has only paid \$515.00. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$0.00 to be paid to the County Clerk's revolving Account to reimburse the charges advanced from this account. \$298.27 is to be paid to the Agent for his services under his contract and the balance, \$216.73, shall be paid to the Treasurer of Champaign County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of July, 2005.

ATTEST: _____

Mark Shelden,
County Clerk
Champaign County, Illinois

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

DEFAULTED REDEMPTION/RECONVEYANCE

07-05-001

Rod R. Blagojevich
Governor



Bryan Samuels
Director

Illinois Department of Children & Family Services

May 17, 2005

Contract # 369557-901-6

Dear Provider:

Enclosed is your FY 06 contract for review and signature. The contract boilerplate is a new form designed by Central Management Services. Your FY 06 contract will be in effect as of July 1, 2005, however, as stated in your contract, "the Contract shall not be binding and enforceable unless signed by all parties, including the Director of the Department".

As you review the contract, please verify or complete the following items:

1. Name and address are listed on page 3. If any of the information is incorrect, line through the old information and show correct data. **Your initials and date are required for any changes made.**
2. Page 4 lists the term of the contract.
3. Page 5 lists the rates of pay for your contract and the total amount of the contract.
4. Page 28 is the signature page. Please sign your name, print your title and date under section vendor.
5. Attachment A – Qualification Form – please complete all information listed.
6. Attachment B – Business and Directory Information - please complete all information listed.
7. Attachment C – Department of Human Rights (DHR) Public Contract Number. Enter the name of your company and your DHR number. Pursuant to the Illinois Human Rights Act, persons entering into public contracts who have 15 or more employees must acquire a DHR number. If you have completed an application and are awaiting a number, enter date applied for in appropriate space. You may request an application by calling 1-312-814-2432, or by accessing the website at www.state.il.us/cms.
8. Attached D – Minority, Female, Person with Disability Status and Subcontracting – If your company is owned by a minority or disabled person, please complete this form.
9. Attachment E – Conflicts of Interest Disclosures – please complete the information required on pages 33 through 39
10. Attachment F – Taxpayer Identification Number – Complete your social security number or employer identification number and mark your legal status.
11. Return the entire contract with original signature **ASAP** to:

Department of Children and Family Services
Office of Contract Administration, Station 455
406 E Monroe Street
Springfield, IL 62701

If you have any questions please contact me at 217/785-3930.

Sincerely,

Bryan Samuels
Director

Department of Children and Family Services

STATE OF ILLINOIS



CONTRACT FOR PURCHASE OF SERVICES

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

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Attachment A – Qualification Form

Attachment B – Business and Directory Information

Attachment C – Department of Human Rights (DHR) Public Contract Number

Attachment D – Minority, Female, Person with Disability Status and Subcontracting

Attachment E – Conflicts of Interest Disclosures

Attachment F – Taxpayer Identification Number

Attachment G – Information Regarding Terminations, Litigation and Debarment

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The following pages, including any attachments or amendments, will constitute the binding and enforceable Contract between the Agency/Buyer and the Vendor based upon any negotiations. The Contract is arranged as follows:

1. **DEFINITIONS**
2. **AGENCY/BUYER AND VENDOR CONTACT PAGE:** This section provides for the Agency/Buyer and Vendor to specify contact people for the Contract.
3. **SERVICES REQUIRED FROM THE VENDOR:** The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address.
4. **CONTRACT PRICING:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Expenses, (3) Payment Terms and Conditions, (4) Discounts, (5) Tax Exemption.
5. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
6. **AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
7. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
8. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Agency/Buyer and Vendor to sign and execute the Contract.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

1. DEFINITIONS

Whenever used in this Contract, or amendment, including schedules and exhibits to this Contract, the following terms will have the meanings defined below.

- 1.1 **Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.
- 1.2 **Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 1.3 **Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 1.4 **CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 1.5 **Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 1.6 **Contract:** the "Contract for Purchase of Services."
- 1.7 **Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential.
- 1.8 **Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 1.9 **ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 1.10 **Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.
- 1.11 **Parties:** the State of Illinois and the Vendor.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

- 1.12 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.
- 1.13 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 1.14 Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.

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CONTRACT FOR PURCHASE OF SERVICES

2. AGENCY/BUYER AND VENDOR CONTACT PAGE

VENDOR		AGENCY/BUYER	
Name:	Champaign County	Name:	<u>DCFS</u>
Title:	States Attorney	Title:	<u>Office of Contract Administration</u>
Date:	June 21, 2005	Date:	<u>June 21, 2005</u>
Address:	101 E. Main St Urbana, IL 61801-2710	Address:	<u>406 E. Monroe</u> <u>Mail Station 455</u> <u>Springfield, IL 62701</u>
Phone:	<u>217-384-3733</u>	Phone:	<u>217-785-3930</u>
TDD:	_____	TDD:	_____
Fax:	<u>217-384-3816</u>	Fax:	<u>217-782-3796</u>
E-mail:	<u>statesatty@co.champaign.il.us</u>	E-mail:	<u>emaroon@idcfs.state.il.us</u>

(fill out below fields if additional contact information is necessary)

Name:	<u>Theresa Smith</u>	Name:	_____
Title:	<u>Sr. Adm. Ass't.</u>	Title:	_____
Date:	<u>07/08/05</u>	Date:	_____
Address:	<u>Champaign Co. State's Atty.</u>	Address:	_____
	<u>101 E. Main Street</u>		_____
	<u>Urbana, IL 61801</u>		_____
Phone:	<u>217-384-3733</u>	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	<u>217-384-3816</u>	Fax:	_____
E-mail:	<u>tsmith@co.champaign.il.us</u>	E-mail:	_____

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3. SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information will constitute the terms of the Contract.

3.1. Need For Services

[Agency/Buyer to fill in statement of needs]

Retain by contractual service agreement the Champaign County States Attorney for support and coverage in Champaign County for the Termination of Parental Rights Petitions.

3.2. Goals and Objectives

[Agency/Buyer to fill in goals and objectives of contract]

Handle, prepare and prosecute certain additional parental termination cases transmitted to County by DCFS as well as review of the appropriateness of filing a Petition or Motion requesting termination of parental rights.

3.3. Services Required

[Agency/Buyer to fill in specifications and requirements for contracting needs]

[Should include: quantities; quality control; order and delivery schedule; and other contracting specifications]

See Attached Program Plan

3.4. Milestones and Deliverables

[Agency/Buyer to fill in any Milestones and/or Deliverable Specifications]

Provide services for period 7/1/05 through 6/30/06.

3.5. Reporting, Status and Monitoring Specifications

[Agency/Buyer response]

See Attached Program Plan

3.6. Staffing Specifications

[Key personnel]

See attached Program Plan

3.7. Where Services are to be Performed

[Agency/Buyer response]

See attached Program Plan.

3.8. Other Specifications

[Agency/Buyer response: Possible criteria could be "Time Repair, Service and Maintenance Specifications" and "Quality Assurance and Performance Monitoring Specifications."]

3.9. Term of Contract

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*[Agency/Buyer response to include beginning and end date of initial term,
renewal terms, and early termination terms.]*
Fiscal Year 06 – 7/1/05 through 6/30/06

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4. CONTRACT PRICING

4.1. Method and Rate of Compensation: Vendors shall be compensated by the following method:

4.1.1 hourly;

4.1.2 daily;

4.1.3 project;

4.1.4 item; or

4.1.5 other method, and shall be paid at one of the following rates:

4.1.5.1 Firm Price _____

4.1.5.2 Not-to-exceed _____

4.1.5.3 Estimated Price \$36,000 _____

4.1.5.4 Other [*please specify*] _____

4.2. Expenses: Expenses to be included in the compensation described above unless separately stated below.

4.3. Payment Terms and Conditions (including when paid, frequency and retainage): Payment will be made after completion of the Contract unless otherwise specified below.

4.4. Discounts: _____% discount for payment within _____ days of delivery.

4.5. Tax Exemption: The ordering Agency/Buyer's Illinois tax exemption number is 37-6006910. Federal tax exemption information is available upon request to the ordering Agency/Buyer.

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5. TERMS AND CONDITIONS

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

5.1 BILLING AND PAYMENT

5.1.1 BILLING: The Agency/Buyer's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

5.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Agency/Buyer. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Agency/Buyer no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.

5.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

5.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

5.1.2 PAYMENT:

5.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

5.1.2.2 The Agency/Buyer shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect is subject to the Agency/Buyer obtaining suitable financing.

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- 5.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Agency/Buyer that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.
- 5.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
- 5.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (**30 ILCS 500/25-60(b)**). We have the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (**820 ILCS 130/4(a)**).
- 5.1.3 **DELAY OF PAYMENT DUE TO VENDOR FAILURE:** If the Agency/Buyer in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency/Buyer may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.
- 5.1.4 **SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act (**15 ILCS 405**). The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.
- 5.1.5 **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Agency/Buyer's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Agency/Buyer by the Illinois General Assembly or the federal funding source, to allow the Agency/Buyer to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for

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any reason. Agency/Buyer shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

5.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

5.2.1 CONSULTATION: Vendor shall keep the Agency/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.2.2 PERFORMANCE REVIEWS:

5.2.2.1 The State or Agency/Buyer may conduct a post performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Agency/Buyer in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Agency/Buyer's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

5.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

5.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

5.2.3 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Agency/Buyer, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for

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the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

5.2.4 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

5.2.5 RESPONSIBILITY FOR AGENTS AND EMPLOYEES: Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

5.2.6 ASSIGNMENT AND DELEGATION:

5.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

5.2.6.2 After notice, the Agency/Buyer may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

5.2.7 USE OF THIRD PARTIES:

5.2.7.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

5.2.7.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for

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review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

5.2.7.3 Where Vendor is providing professional and/or artistic services, names and addresses of all subcontractors utilized by Vendor shall be listed in an addendum to this Contract together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this Contract (**30 ILCS 500/35-40**).

5.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Agency/Buyer shall have the option to accept a substitute or to terminate the Contract.

5.2.8 LICENSE: Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Agency/Buyer, Vendor may meet the license requirement through a subcontractor.

5.2.9 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the Agency/Buyer during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit for employment any of the Agency/Buyer's employees during the term of this Contract. Agency/Buyer has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

5.2.10 FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

5.2.11 TAX COMPLIANCE: Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

5.2.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

5.2.13 ANTITRUST ASSIGNMENT: Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

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5.3 CONFIDENTIALITY AND WORK PRODUCT

5.3.1 **CONFIDENTIALITY:** Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Agency/Buyer to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:

5.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency/Buyer;

5.3.1.2 Vendor shall provide to the Agency/Buyer a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

5.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;

5.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;

5.3.1.5 The private or confidential data shall remain the property of the Agency/Buyer at all times.

5.3.2 **CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED:** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Agency/Buyer. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency/Buyer.

5.3.3 **SUBPOENA:** In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Agency/Buyer and cooperate with the Agency/Buyer in any lawful effort to protect the confidential information.

5.3.4 **REPORTING UNAUTHORIZED DISCLOSURES:** The Vendor shall immediately report to the Agency/Buyer any unauthorized disclosure of confidential information.

5.3.5 **USE OF WORK PRODUCT:** Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

5.3.5.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation

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of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

5.3.5.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

5.3.5.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

5.3.5.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

5.3.5.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

5.3.5.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

5.3.5.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

5.3.6 **SURVIVES TERMINATION**: Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

5.4 INDEMNIFICATION AND LIABILITY

5.4.1 **BY THE VENDOR**: The Vendor agrees to indemnify and hold harmless the State of Illinois and the Agency/Buyer, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Agency/Buyer, related to or arising from:

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- 5.4.1.1 Any breach of this Contract;
- 5.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
- 5.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
- 5.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
- 5.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;
- 5.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- 5.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

5.4.2 SURVIVES TERMINATION: Indemnification obligation of the parties shall survive termination of this Contract.

5.4.3 LIABILITY: Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Agency/Buyer's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.

5.4.4 LEGISLATIVE CHANGES: The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good

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faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

- 5.4.5 JOINT AND SEVERAL LIABILITY:** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

5.5 WARRANTIES

- 5.5.1 CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW:** All warranties made by the Vendor in all provisions of this Contract, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency/Buyer, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

- 5.5.2 CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Agency/Buyer pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Agency/Buyer's use of same and the exercise by the Agency/Buyer of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract

- 5.5.3 TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner

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and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

- 5.5.4 CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- 5.5.5 AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency/Buyer.
- 5.5.6 OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Agency/Buyer will not have any obligations with respect thereto.
- 5.5.7 TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Agency/Buyer is good and that transfer of title or license to the Agency/Buyer is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.
- 5.5.8 EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.
- 5.5.9 INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.
- 5.5.10 TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.
- 5.5.11 SOLICITATION:** The Vendor warrants that no person or selling Agency/Buyer has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

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5.6 INSURANCE

5.6.1 INSURANCE: Vendor shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage (for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence) Vendor must inform the Agency/Buyer and seek written permission for lesser coverage. Vendor shall carry Worker's Compensation Insurance in amount required by law. Upon request, Vendor shall provide and maintain any bond required by law or the Agency/Buyer. Vendor shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

5.7 VENDOR STATUS AND QUALIFICATIONS

5.7.1 BACKGROUND CHECK: The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

5.7.2 LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.7.2.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).

5.7.2.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).

5.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any

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- other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- 5.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 5.7.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 5.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 5.7.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 5.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**
- 5.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.

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- 5.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 5.7.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 5.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- 5.7.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 **(30 ILCS 582)**.
- 5.7.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- 5.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- 5.7.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
- 5.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.

5.7.3 CONFLICTS OF INTEREST: Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act **(30 ILCS 105/18.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the Vendor's

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obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

5.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).

5.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

5.7.4 **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.

5.7.5 **NOT A JOINT VENTURE:** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

5.7.6 **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and

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Section 504 of the Federal Rehabilitation Act, the Agency/Buyer does not unlawfully discriminate in employment, contracts, or any other activity.

5.8 TERMINATION OF CONTRACT

5.8.1 TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE: The Agency/Buyer may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.8.1.2 The Agency/Buyer determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

5.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

5.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

5.8.2 TERMINATION FOR CAUSE WITH NOTICE: The occurrence of or any one or more of the following events shall constitute cause for the Agency/Buyer to declare the Vendor in default of its obligations under this Contract:

5.8.2.1 The Vendor fails to perform, to the Agency/Buyer's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

5.8.2.2 The Agency/Buyer determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

5.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Agency/Buyer reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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- 5.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- 5.8.2.6 The Vendor has engaged in conduct that has or may expose the Agency/Buyer to liability, as determined in the Agency/Buyer's sole discretion; or
- 5.8.2.7 The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
- 5.8.2.8 If there is a default event caused by the Vendor, the Agency/Buyer shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency/Buyer's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency/Buyer may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 5.8.3 TERMINATION FOR CONVENIENCE UPON NOTICE:** Following **fifteen (15)** days written notice, the Agency/Buyer may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency/Buyer up to and including the date of termination.
- 5.8.4 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Agency/Buyer shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:
- 5.8.4.1 Adequate funds are not appropriated or granted to allow the Agency/Buyer to operate as required and to fulfill its obligations under this Contract;
- 5.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason;
- 5.8.4.3 The Agency/Buyer's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency/Buyer;
- 5.8.4.4 The Agency/Buyer's duties are substantially modified.
- 5.8.5 VENDOR'S REMEDIES IN EVENT OF TERMINATION BY AGENCY/BUYER:** In the event of termination of this Contract for any reason by the Agency/Buyer, the Agency/Buyer shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and

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for which the Agency/Buyer is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency/Buyer under this Contract in the event of termination. However, the Agency/Buyer shall not be liable for any of the following costs:

- 5.8.5.1 The payment of unemployment compensation to the Vendor's employees;
- 5.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 5.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 5.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.8.6 VENDOR'S TERMINATION DUTIES: The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

- 5.8.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency/Buyer may require;
- 5.8.6.2 Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;
- 5.8.6.3 Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.8.6.4 Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- 5.8.6.5 Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

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5.9 GENERAL PROVISIONS

- 5.9.1 TERM AND RENEWALS:** The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
- 5.9.2 NON-EXCLUSIVE RIGHTS:** This Contract is not exclusive. The Agency/Buyer reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.
- 5.9.3 APPLICABLE LAW:** The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 5.9.4 ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 5.9.5 CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances

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CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.

- 5.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 5.9.7 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.
- 5.9.8 HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 5.9.9 SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Agency/Buyer and the Vendor for the services provided in connection with this Contract.
- 5.9.10 WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency/Buyer and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 5.9.11 NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Contract, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 5.9.12 CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 5.9.13 SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such

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determination shall not affect the validity or enforceability of any other part or provision of this Contract.

- 5.9.14 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.
- 5.9.15 AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 5.9.16 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 5.9.17 OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 5.9.18 COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 5.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 5.9.20 ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

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6. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS

[Agency/Buyer to fill in any Supplemental Terms and Conditions or Agency-specific definitions]

See Attached Program Plan

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7. STATE FORMS REQUIRED OF THE VENDOR

This section serves as a placeholder for any State Forms completed that need to be included in the Contract (if necessary). It is important to note that this section does not serve as an opportunity for Vendors to insert their own certifications.

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CONTRACT FOR PURCHASE OF SERVICES

8. SIGNATURE PAGE: CONTRACT FOR PURCHASE OF SERVICES

This contract ("Contract") is made and entered into as of the 1st day of July, 2005, by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, DCFS ("Agency" "Buyer" or "Agency/Buyer") and Champaign County ("Vendor").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Agency/Buyer and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

Vendor (Champaign County D/B/A):
Champaign County State's Attorney

Agency/Buyer (DCFS):

Signature

Signature

Julia R. Rietz
Printed Name

Printed Name

Title: State's Attorney **Date:** _____

Title: _____ **Date:** _____

Champaign County Board

Dept of Central Management Services
(if applicable)

Signature

Signature

Barbara Wysocki
Printed Name

Printed Name

Title: Champaign County Board Chairman

Title: _____ **Date:** _____

Date: _____

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Attachment A
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)

Champaign County State's Attorney's Office

Signature	Date
Julia R. Rietz	State's Attorney
Printed Name	Title
101 E. Main Street	
Address	
Urbana, IL	61801
City/State	Zip Code
(217) 384-3733	(217) 384-3816
Telephone	Facsimile
statesatty@co.champaign.il.us	
E-mail	

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Attachment B
Business and Directory Information

(a)	Name of Business (Official Name and D/B/A) Champaign County State's Attorney's Office
(b)	Business Headquarters (include Address, Telephone and Facsimile) 101 E. Main Street, Urbana, IL 61801 (217)384-3733 fax (217)384-3816
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent N/A
(d)	Billing Address 101 E. Main Street, Urbana, IL 61801
(e)	Name of Chief Executive Officer Julia R. Rietz, State's Attorney
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail) Same as b above
(g)	Company Web Site www.co.champaign.il.us /statesattorney
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below) Government
(i)	Length of Time in Business N/A
(j)	Annual Sales (for most recently completed Fiscal Year) N/A
(k)	Number of Full-Time Employees (average from most recent Fiscal Year) 47
(l)	Type of and description of business Government
(m)	State of incorporation, state of formation or state of organization N/A
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP Same as (b) above
(o)	Identify the Vendor's accounting firm Champaign County Auditor's Office
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State. N/A

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Attachment C

Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A):

Champaign County State's Attorney's Office

DHR Public Contracts Number: N/A

 (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

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Attachment D

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A):

Champaign County State's Attorney's Office

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes N/A No _____

If "Yes" check each that applies:

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency:

Department of Central Management Services _____

Women's Business Development Center _____

Chicago Minority Business Development Council _____

Illinois Department of Transportation _____

Other (please identify): _____

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes ____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified vendors you plan to use.

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Attachment E
Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Champaign County
D/B/A (if used): Champaign County State's Attorney's Office
Name of any Parent Organization:
Address: 101 E. Main Street, Urbana, IL 61801
Contact Person: Name: Julia R. Rietz Title: State's Attorney Address: 101 E. Main Street Telephone/Fax: (217)384-3733 Fax: (217)384-3816

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Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **(\$150,691.00)**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor

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child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

 X No Conflicts Of Interest

 Potential Conflict of Interest *(If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)*

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Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

(a) General disclosure. For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent); check this blank , skip Section 3, but complete Section 4.

- Ownership exceeding 5% ()
- Ownership value exceeding \$90,414.60 ()
- Distributive Income Share exceeding 5% ()
- Distributive Income Share exceeding \$90,414.60 ()

Name: _____
Address: _____

For each individual identified above, show the dollar value of the ownership interest: \$ _____ or the proportionate share of the ownership interest: _____% and the type of ownership/distributable income share:

- Sole Proprietorship _____
- Stock _____
- Partnership _____
- Other (explain) _____

**For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

- 1% _____
- 1 up to 2% _____
- 2 up to 3% _____
- 3 up to 4% _____
- 4 up to 5% _____
- and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

- 0.5% or less _____
- >0.5 to 1.0% _____
- >1.0 to 1.5% _____
- and as appropriate in additional 0.5 increments _____%

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(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(c) Privately held corporations with more than 400 shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

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Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ___ No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ___ No ___
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

Explanation of potential conflicts of interest:

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Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

Intergovernmental Agreement with Illinois Department of Public Aid, Child Support Division. This agreement has been executed by the Champaign County Board but we have not been notified of our contract number for the period July 1, 2005 - June 30, 2006.

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

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Attachment F
Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): Champaign County d/b/a Champaign County State's Attorney's Office

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number FEIN#37-600-6910

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and /or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and / or health care services | <input type="checkbox"/> Other _____ |

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Attachment G
Information Regarding Terminations, Litigation and Debarment

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
None
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.
Yes, we lost two drug grants for salary & fringes for 2 atty. positions. Loss of funding.
None
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
None
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.
None
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.
None

STATE OF ILLINOIS
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT FOR PURCHASE OF SERVICES
ADDENDUM

The following clauses are added to the State of Illinois - Contract For Purchases of Services with the Illinois Department of Children and Family Services, hereinafter referred to as the "Department" and are hereby incorporated into this contract with the signatures of the service vendor and duly authorized representatives of the Department.

1. The Contractor agrees to deliver services to the Department as stipulated in the attached "Description of Services " or "Program Plan."
2. The Contractor Fiscal Year is from 07/01/05 to 06/30/06.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.
5. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.
6. The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.
7. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
8. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
9. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
10. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
11. The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.
12. The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.
13. **Office of the Inspector General**
 1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.
 2. In cooperation with the OIG, the Contractor agrees to the following:

- a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
 - b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
 - c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
 - d) To allow and encourage employees to speak to the OIG regarding pending investigations.
14. The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
15. The Contractor certifies that it will create and adopt a Conflict of Interest Policy that reflect the specifications outlined in Department Rule 437, Conflict of Interest.
16. No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
17. The contractor certifies that a criminal history check via fingerprints of persons age 18 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The contractor further acknowledges that the Department may declare the contract void if this certification is false.
18. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
19. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE
STATE OF ILLINOIS
AND
CHAMPAIGN COUNTY, ILLINOIS

The Department of Children and Family Services of the State of Illinois (“DCFS”) and Champaign County, Illinois (“County”), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement (“this Agreement”), each agreeing as follows:

A. SERVICES

1. County shall provide to DCFS legal services and support staff relative to termination of parental rights cases as requested by DCFS. County shall provide through the office of the State’s Attorney of Champaign County, Illinois (“the State’s Attorney”) an attorney to review, prepare and determine to prosecute certain additional parental termination cases transmitted to County by DCFS during the term of this Agreement (“the Case(s)”), whose services shall include as to each Case, review of the appropriateness of filing a Petition or Motion requesting termination of parental rights (“Petition”); all necessary preparation and filing of the Petition, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, and other attorneys; and all other duties normally and customarily associated with, or required relative to, prosecution of such cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraphs 20 and 21 of this Agreement. The State’s Attorney, as an officer of County, agrees to provide personnel to perform the services required by this Agreement and to supervise, monitor, report and perform the other duties required of the State’s Attorney by this Agreement.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

2. County and DCFS each acknowledges that the underlying purpose for their agreements contained in this Agreement is to permit County to provided an additional person(s) to serve as a full or part time independent contractor or employee serving under the direction of the State’s Attorney to provide dedicated services as specified in Paragraph 1 of this Agreement. Each such person is referred to hereafter in this Agreement as “Attorney”.

3. Attorney shall be a licensed attorney whose services are provided in addition to the regular staff of the State’s Attorney, whether provided as a fulltime employee of the State’s Attorney. County shall certify in writing delivered to the General Counsel of DCFS and the local Regional Counsel of DCFS at the beginning of the term of this Agreement that any Attorney provided under this Agreement is a licensed attorney provided in addition to the regular staff of the State’s Attorney, whether provided as an additional independent contractor or as an additional full or part time employee of the State’s Attorney. County shall additionally certify in writing delivered

to the General Counsel and local Regional Counsel of DCFS within five (5) calendar days of any such occurrence, each change to the then existing certification relative to the matters contained in this Paragraph.

C. TERMS AND PAYMENTS

4. The term of this Agreement is from July 1, 2005 through June 30, 2006 unless terminated prior thereto in accordance with the terms of this Agreement.

5. (A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 36,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,000.00 , each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used to provide direct payment, of either contractual payment or wages to Attorney(s); and that none of said monies will be used to provide employee benefits to any Attorney including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) County shall provide at its own expense, any and all necessary telephone costs, facsimile charges, office space, office equipment, office supplies, clerical staff, secretarial staff, and other support staff necessary and/or desirable for the providing of services under this Agreement, and all reasonable expenses of prosecuting the Cases, including, but not limited to, filing fees, service fees, publication costs, subpoenas fees, witness fees, Court reporter fees and fees for the preparation or production of exhibits, except only those such expenses, if any, agreed to be furnished or reimbursed to County by DCFS through a written agreement executed by DCFS prior to the increment of said expense(s).

6. DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

7. County represents that its Federal Tax Identification number is 37-6006910.

D. LEGAL SERVICES

8. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

9. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

10. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel and its local Regional Counsel, each, an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

11. Each Attorney shall attempt to schedule Court hearings relative to the Cases for at least one (1) full Court day per calendar week and shall be available to attend same.

12. The directions and Case assignments of each Attorney provided by County to perform services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

13. (A) The maximum number of open Cases that may be assigned to the State's Attorney at any one time under this Agreement is eight (8) unless the State's Attorney agrees to accept a greater number of Cases.

(B) The maximum number of open Cases that the State's Attorney may assign to any one Attorney at any one time under this Agreement is eight (8) unless that Attorney agrees to accept a greater number of Cases.

(C) For purposes of calculations made under this Paragraph, the Cases of siblings having the same parents, both mother and father, shall count as a single Case regardless of the number of such siblings.

14. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

15. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

16. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney. DCFS shall have the right to provide to the State's Attorney, through the State's Attorney or her/his designee, any comments DCFS may desire relative to each said licensed attorney. The State's Attorney shall consider any such comments received from DCFS in hiring and/or assigning said licensed attorney to provide as Attorney any of the services to be provided under this Agreement. Nothing in this Agreement shall provide to DCFS either the direct right, or the right to require the State's Attorney, to hire, refuse to hire, supervise, discipline, refuse to discipline, terminate or refuse to terminate any specific or particular person provided by the State's Attorney as Attorney to perform any of the services to be provided under this Agreement by any Attorney qualified by DCFS pursuant to Paragraph 17 hereof.

17. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

18. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

19. All terms of employment and/or contract, in addition to the monies provided by DCFS for the salary of the attorney, between County and each attorney or other support personnel provided by County to perform any of the services to be provided under this Agreement shall be solely bargained for, and provided by, County.

E. REPORTING REQUIREMENTS

20. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court;

the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

21. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

22. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

23. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph 23 shall survive the termination of this Agreement.

I. STANDARD OF PERFORMANCE

24. The State's Attorney acknowledges that in evaluation of performance under this Agreement, the standard to be used to determine whether or not satisfactory performance has been made by the State's Attorney will be the completion of an average of 2.5 Cases per calendar month per assigned attorney and that same shall be used relative to decisions affecting termination or renewal of this Agreement.

I. TERMINATION

25. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph 4 herein.

26. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.

27. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS

28. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

29. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

30. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

31. County and DCFS each agrees that the titles given to the various Sections of this Agreement are for reference only and are not any substantive provisions of this Agreement.

32. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

33. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms,

conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this _____ day of July _____, 20 05 .

Champaign County, Illinois

State's Attorney of

BY: _____

Champaign County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from Champaign County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

(Signature)

(Social Security Number)

Barbara Wysocki

County Board Chair

(Print Name)

Title

1776 E. Washington St.

Urbana, IL 61802

Street Address

City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: _____

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from the Department of Children and Family Service of the State of Illinois to execute this Agreement on behalf of said Department and to bind said Department to the terms, conditions and provisions of this Agreement.

(Signature)

(Social Security Number)

(Print Name)

Title

Street Address

City and ZIP Code

A:\Termination Contracts\Intergovernmental Agreement.006.wpd

RESOLUTION NO. _____

**RESOLUTION AWARDING OF CONTRACT
FOR THE PURCHASE OF A
2005 SELF-PROPELLED ROAD SWEEPER
BY THE CHAMPAIGN COUNTY HIGHWAY DEPARTMENT**

WHEREAS, at a Public Letting held on June 30, 2005, in Urbana, Illinois, the following bid was received for a 2005 Broce RJ350 Broom:

McAllister Equipment Company, East Peoria, Illinois.....\$33,250.00, and

WHEREAS, the County Engineer recommends to the County Board that the above bid be awarded, and

WHEREAS, the County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to McAllister Equipment Company – East Peoria, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of July A.D., 2005.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

**RESOLUTION AWARDING OF CONTRACT
FOR 2005 PAVEMENT STRIPING
OF VARIOUS COUNTY HIGHWAYS
SECTION #05-00000-01-GM**

WHEREAS, the following low bid was received at a Public Letting held on June 30, 2005, in Urbana, Illinois, for the Pavement Striping of various County Highways:

Varsity Striping & Construction Company – Champaign, Illinois,.....\$133,309.746, and

WHEREAS, the County Engineer recommends to the County Board that the above low bid be awarded, and

WHEREAS, the County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, the County Board of Champaign County does hereby award the above listed bid to Varsity Striping & Construction Company – Champaign, Illinois, subject to concurrence of the Illinois Department of Transportation, and

BE IT FURTHER RESOLVED, that the County Clerk be and he is hereby directed to transmit three (3) certified copies of this resolution to Illinois Department of Transportation, Division of Highways, Paris Illinois, through its District Engineer.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of July A.D., 2005.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Sheldon, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

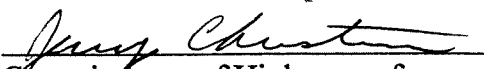
**PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501**

PETITION

Petitioner, Jerry Christian, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Crittenden Road District, Champaign County, Illinois; and
2. There is a culvert located between Sections 23 & 24, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacement the aforesaid structure is estimated to be \$5,700.00, which will be more than .02% of the value of all the taxable property in the Crittenden Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Crittenden Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Crittenden Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,


Commissioner of Highways of
Crittenden Road District,
Champaign County, Illinois

RESOLUTION

WHEREAS, the County Board finds that based on the representations in the foregoing Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the aforesaid structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department doing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement, and shall show the division of cost between the County and the Crittenden Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Crittenden Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of July, 2005.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST:

Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. _____

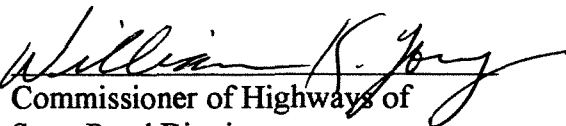
**PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501**

PETITION

Petitioner, William K. Young, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Scott Road District, Champaign County, Illinois; and
2. There is a culvert located between Sections 18 & 19, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacement the aforesaid structure is estimated to be \$3,600.00, which will be more than .02% of the value of all the taxable property in the Scott Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Scott Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Scott Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,


Commissioner of Highways of
Scott Road District,
Champaign County, Illinois

RESOLUTION

WHEREAS, the County Board finds that based on the representations in the foregoing Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the aforesaid structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department doing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement, and shall show the division of cost between the County and the Scott Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Scott Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of July, 2005.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST:

Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board