

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, July 23, 2009 – 7:00 p.m.

Lyle Shields Meeting Room, 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

A. June 18, 2009

*1-8

VI APPROVAL OF AGENDA/ADDENDUM

VII DATE/TIME OF NEXT REGULAR MEETING – Thursday, August 20, 2009 @7:00 p.m.

VIII PUBLIC PARTICIPATION

IX ANNOUNCEMENTS/COMMUNICATIONS

X QUARTERLY REPORT OF THE NURSING HOME BOARD OF DIRECTORS

XI REPORT OF THE OUTSIDE AUDITOR FOR FY2008

*9-11

XII COMMITTEE REPORTS:

A. COUNTY FACILITIES:

1. Adoption of Resolution No. 7050 Appropriating \$18,374.19 from the Champaign County Nursing Home Construction Fund for invoices #3 & 4 from Phebus & Koester (*To be distributed*)

B. JUSTICE & SOCIAL SERVICES:

1. Adoption of Resolution No. 7048 Authorizing an Intergovernmental Agreement between the County of Champaign and the City of Champaign for Animal Impoundment Services *12-18
2. Adoption of Resolution No. 7049 Authorizing an Intergovernmental Agreement between the County of Champaign and the City of Champaign for Animal Control Services *19-24

C. POLICY, PERSONNEL & APPOINTMENTS:

1. Adoption of Resolution No. 7031 Appointing Bernie Magsamen to the Public Aid Appeals Committee, term ending November 30, 2011 *25-27

2. Adoption of Resolution No. 7032 Appointing Pamela Borowski as an alternate to the Public Aid Appeals Committee, term ending November 30, 2011 *28-30

D. FINANCE COMMITTEE:

1. Adoption of Resolution No. 7033 Authorization for a Loan to the General Corporate Fund from Working Cash Fund *31
2. Adoption of Resolution No. 7046 – Emergency Budget Amendment *32-35
- A. Emergency Budget Amendment #09-00059
Fund: 075 – Regional Planning Commission
Dept: 862 – Weatherization Recovery/Reinvestment Act
Increased Appropriations: \$1,085,000
Increased Revenue: \$1,085,000
Reason: Receipt of one-time American Recovery and Reinvestment Act Funds to expand Weatherization Program. The Weatherization Program provides Weatherization Services to low-income residents which helps them save fuel and money while increasing the comfort of their homes
3. Adoption of Resolution No. 7034 – Emergency Budget Amendment *36-37
- A. Emergency Budget Amendment #09-00061
Fund: 476 – Self-Funded Insurance
Dept: 118 – Property/Liability Insurance
Increased Appropriations: \$14,477
Increased Revenue: \$14,477
Reason: To receive insurance reimbursement for repair/replacement of property damage during storms of May 13, 2009 and May 15, 2009
4. Adoption of Resolution No. 7035 – Emergency Budget Amendment *38-39
- A. Emergency Budget Amendment #09-00062
Fund: 071 – 1995 Jail Bond Debt Service
Dept: 010 – County Board
Increased Appropriations: \$485
Increased Revenue: \$0
Reason: Original budget did not include funds for administrative fees

5. Adoption of Resolution No. 7036 – Emergency Budget Amendment *40-41
 - A. Emergency Budget Amendment #09-00063
Fund: 075 – Regional Planning Commission
Dept: 791 – Federal Emergency Management Agency – Odd Year
Increased Appropriations: \$5,000
Increased Revenue: \$5,000
Reason: To accommodate award of Emergency Food and Shelter American Recovery and Reinvestment Grant.
This program provided emergency rental assistance to qualified individuals.

6. Adoption of Resolution No. 7037 – Emergency Budget Amendment *42-43
 - A. Emergency Budget Amendment #09-00064
Fund: 075 – Regional Planning Commission
Dept: 828 – Individual Service & Support Advocacy – Odd Years
Increased Appropriations: \$18,000
Increased Revenue: \$18,000
Reason: Receipt of additional fee-for-service income to expand services to developmentally disabled clients

7. Adoption of Resolution No. 7038 – Emergency Budget Amendment *44-45
 - A. Emergency Budget Amendment #09-00065
Fund: 083 – County Highway
Dept: 060 – Highway
Increased Appropriations: \$40,000
Increased Revenue: \$0
Reason: Equipment Purchase

8. Adoption of Resolution No. 7039 – Emergency Budget Amendment *46-47
 - A. Emergency Budget Amendment #09-00066
Fund: 679 – Child Advocacy Center
Dept: 179 – Child Advocacy Center
Increased Appropriations: \$13,442
Increased Revenue: \$13,442
Reason: This amendment reflects the awarding of a special initiative grant from the Champaign County Mental Health Board. The grant will be used to pay for crisis intervention services for CAC clients upon the expiration of funding from the State of Illinois Criminal Justice Information Authority

9. Adoption of Resolution No. 7040 – Emergency Budget Amendment *48-49
 - A. Emergency Budget Amendment #09-00067
Fund: 075 – Regional Planning Commission
Dept: 689 – Piatt County GIS Special Project
Increased Appropriations: \$20,000
Increased Revenue: \$20,000
Reason: To accommodate anticipated increased revenue and expenditures for Piatt County GIS special project

10. Adoption of Resolution No. 7047 – Emergency Budget Amendment *50-52
 - A. Emergency Budget Amendment #09-00068
Fund: 080 – General Corporate
Dept: 042 – Coroner
Increased Appropriations: \$1,560
Increased Revenue: \$1,560
Reason: Reimbursement of monies spent on autopsy of
Department of Corrections inmate
11. Adoption of Resolution No. 7041 – Payment of Claims Authorization *53
12. Adoption of Resolution No. 7042 – Purchases Not Following Purchasing Policy *54-55
13. Adoption of Resolution No. 7043 Authorizing an Acceptance Agreement between Champaign County and the Illinois State Board of Elections for a Voter Registration State Grant *56-59
14. Adoption of Resolution No. 7044 Authorizing an Intergovernmental Agreement between the Department of Children and Family Services and Champaign County to retain the Champaign County State’s Attorney for support and coverage in Champaign County for the termination of Parental Rights Petitions *60-86
15. Adoption of Resolution No. 7045 Approving the Franchise Agreement between Comcast and Champaign County *87-99

XII OTHER BUSINESS

- A. **CLOSED SESSION** pursuant to 5 ILCS 120/2(c)(2) to discuss collective negotiating matters between Champaign County and its employees or their representatives.

XIII NEW BUSINESS

XIV ADJOURNMENT

*Roll Call
**Roll call and 18 votes
***Roll call and 21 votes
****Roll call and 14 votes
Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

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

RESUME OF MINUTES OF A REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
June 18, 2009

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, June 18, 2009 at 7:02 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with C. Pius Weibel presiding and John Farney as Secretary of the Meeting.

ROLL CALL

Roll call showed the following Board Members Present: Doenitz, Hunt, James, Jay, Jones, Knott, Kurtz, Langenheim, Nudo, O'Connor, Richards, Rosales, Sapp, Schroeder, Smucker, Wysocki, Ammons, Anderson, Beckett, Bensyl, Betz, Cowart and Weibel – 23; Absent: Gladney, McGinty, Moser and Carter – 4. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

Chair Weibel asked for a moment of silence in honor of Jim Shields, son of former County Board Chair Lyle Shields, and Jean Marie Wyld, former County Board Member, both of whom recently passed. The Pledge of Allegiance to the Flag was recited.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in the *Fisher Outlook* on June 2, 2009; *Southern Champaign County Today* on June 3, 2009; *The Leader* on June 4, 2009; *Mahomet Citizen* and *Rantoul Press* on June 10, 2009; *County Star* and *Savoy Star* on June 11, 2009; and *News Gazette* on June 16, 2009. Board Member Betz offered a motion to approve the notice; seconded by Board Member Ammons. Approved by voice vote.

APPROVAL OF MINUTES

Board Member James offered the motion to approve the amended minutes of the County Board Meeting of May 21, 2009; seconded by Board Member Bensyl. Approved as amended by voice vote.

APPROVAL OF AGENDA/ADDENDUM

Board Member Ammons offered the motion to approve the Agenda; seconded by Board Member Cowart. Approved by voice vote.

DATE/TIME OF NEXT REGULAR MEETING

Chair Weibel announced that the next Meeting of the County Board will be held on Thursday, July 23, 2009 at 7:00 P.M. and that there would be no committee meetings during the month of July.

PUBLIC PARTICIPATION

Jane Quinlan, Regional Superintendent of Schools, spoke regarding Ordinance 849, Retailers' Occupation Tax and a Service Occupation Tax at a rate of 1% in the County of Champaign, Illinois, to be used exclusively for school facilities purposes. Dianna Visek spoke regarding Resolution 7004, Employment Agreement for the County Administrator. Duane Northrup, Champaign County Coroner, spoke regarding cuts to State funding of Public Aid burials, increased Autopsy fees, and Coroner budget cuts.

ANNOUNCEMENTS/COMMUNICATIONS

Board Member Kurtz announced the birth of a grandson, Lawson Murphy Kurtz, born earlier in the day at Carle Foundation Hospital. Board Member Anderson announced the June 20th rally to support Human Service funding by the state. Board Member Nudo announced the current census numbers and a projected \$6,000.00 loss for the month of April at Champaign County Nursing Home. Board Member Wysocki announced the County and County Co-Administrator Busey had been recognized for the third year in a row with the Distinguished Budget Presentation Award from the Government Finance Officers Association.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Board Member Wysocki requested the adoption of Resolution No. 7008 Appointing Michael Smith to the Board for the Care and Treatment of Persons with a Developmental Disability, term ending June 30, 2012, be removed from the consent agenda. Board Member Smucker requested the adoption of Ordinance No. 851 Amending Ordinance No. 837 Establishing Single Administrator System and Prescribing the Duties, Powers and Responsibilities of the County Administrator and the adoption of Ordinance No. 852 Amending Ordinance No. 779 – Champaign County Personnel Policy Ordinance, be removed from the consent agenda.

POLICY, PERSONNEL, & APPOINTMENTS

Adoption of **Resolution No. 7005** Appointing Christopher White to the Forest Preserve District Board, term ending June 30, 2014.

Adoption of **Resolution No. 7006** Appointing Prashanth Gowda to the Champaign County Board of Health, term ending June 30, 2012.

Adoption of **Resolution No. 7007** Appointing Mark Huls to the Champaign County Board of Health, term ending June 30, 2012.

Adoption of **Resolution No. 7009** Appointing John Mumma to the Locust Grove Cemetery Association, term ending June 30, 2015.

Adoption of **Resolution No. 7010** Appointing Robert Rice to the Locust Grove Cemetery Association, term ending June 30, 2015

Adoption of **Resolution No. 7011** Appointing Edward Fiscus to the Prairie View Cemetery Association, term ending June 30, 2015.

Adoption of **Resolution No. 7012** Appointing Phillip Van Ness to the Prairie View Cemetery Association, term ending June 30, 2015.

Adoption of **Resolution No. 7013** Appointing Craig Wise to the Prairie View Cemetery Association, term ending June 30, 2015.

Adoption of **Resolution No. 7014** Appointing R. Charles Bensyl to the Stearns Cemetery Association, term ending June 30, 2015.

Adoption of **Ordinance No. 850** Ascertaining the Prevailing Rate of Wages for Laborers, Mechanic, and other workers employed in Public Works.

Adoption of **Resolution No. 7015** Waiving the Requirement for the Appointed Officials' Annual Performance Evaluations in FY2009.

Adoption of **Resolution No. 7016** Approving the Illinois Census 2010 Proclamation.

Adoption of **Resolution No. 7017** Approving Waiver of County Board Rule 12-F (3) for July 2009 County Board Meeting.

Adoption of **Resolution No. 6979** Appointing Donald Hughey to the Sangamon Valley Fire Protection District, term ending April 30, 2010.

FINANCE

Adoption of **Resolution No. 7018** - Budget Amendment:

Budget Amendment #09-00054

Fund: 475 RPC Economic Development Loans

Dept: 757 CSBG American Recovery and Reinvestment Act

Increased Appropriations: \$13,000.00

Increased Revenue: \$549,000.00

Reason: Receipt of American Recovery & Reinvestment Act Funds to support and sustain economic growth and employment opportunities through small business lending. Loan disbursement and repayment of principal will be through a balance sheet account created by the Auditor's Office.

Adoption of **Resolution No. 7019** - Budget Amendment:

Budget Amendment #09-00055

Fund: 104 Early Childhood Fund

Dept: 837 Head Start-American Recovery & Reinvestment Act

Increased Appropriations: \$176,500.00

Increased Revenue: \$176,500.00

Reason: Receipt of Area Funds for a cost-of-living increase for Head Start staff, Quality Improvement Fund to improve staff qualifications to meet federal credentialing requirements, updating and replacing classroom supplies and equipment, and the purchase of a vehicle for family Advocate staff to transport families.

Adoption of **Resolution No. 7020** - Budget Amendment:

Budget Amendment #09-00056

Fund: 104 Early Childhood Fund

Dept: 608 Early HS - American Recovery & Reinvestment Act

Increased Appropriations: \$70,000.00

Increased Revenue: \$70,000.00

Reason: Receipt of area Fund for a cost-of-living increase for Head Start staff, Quality Improvement Fund to improve staff qualifications to meet federal credentialing requirements, updating and replacing classroom supplies and equipment, and the purchase of a vehicle for family advocate staff to transport families.

Adoption of **Resolution No. 7021** - Budget Amendment:

Budget Amendment #09-00057

Fund: 075 Regional Planning Commission

Dept: 691 Home Energy Assistance - HHS - Odd Year

Increased Appropriations: \$1,100,000.00

Increased Revenue: \$1,100,000.00

Reason: Receipt of additional funds from the U.S Department of Health and Human Services for expansion of energy assistance to low income individuals and families.

Adoption of **Resolution No. 7022** - Budget Amendment:

Budget Amendment #09-00058

Fund: 080 General Corporate

Dept: 043 Emergency Management Agency

Increased Appropriations: \$54,000.00

Increased Revenue: \$54,000.00

Reason: Homeland Security Grant Fund for ECO Equipment.

HIGHWAY AND TRANSPORTATION

Adoption of **Resolution No. 7026** for Contract Award Authority.

Adoption of **Resolution No. 7027** Authorizing the County Board Chair to sign Amendment #1 to an Intergovernmental Agreement between the City of Urbana and the County of Champaign concerning the funding for the construction of Windsor Road and Appropriating \$2,000,000 from the County's Motor Fuel Tax Funds, Section #00-00361-00-PV.

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

Consent Agenda adopted by roll call vote.

Yeas: Doenitz, Hunt, James, Jay, Jones, Knott, Kurtz, Langenheim, Nudo, O'Connor, Richards, Rosales, Sapp, Schroeder, Smucker, Wysocki, Ammons, Anderson, Beckett, Bensyl, Betz, Cowart and Weibel – 23;

Nays: None.

COMMITTEE REPORTS

JUSTICE AND SOCIAL SERVICES

Board Member Anderson, Vice-Chair, announced the committee had no items for board action.

COUNTY FACILITIES

Board Member Beckett, Chair, recommended the adoption of **Resolution No. 7028** Appropriating \$12,361.05 from the Champaign County Nursing Home Construction Fund for Invoice #12326 from the Raterman Group, Ltd.; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Board Member Beckett recommended the adoption of **Resolution No. 7029** Approving an Agreement between the County of Champaign and the Urbana Park District for the Installation of a water line, seconded by Board Member Cowart. Discussion followed. Adopted by voice vote.

Board Member Beckett discussed the June 17 dislodging of interior brick at the Champaign County Courthouse which resulted in bricks falling into the Champaign County State's Attorney office.

POLICY, PERSONNEL & APPOINTMENTS

Board Member Betz, Chair, recommended the adoption of **Ordinance No. 849** Imposing a Retailers' Occupation Tax and a Service Occupation Tax at a rate of 1% in the County of Champaign, Illinois, to be used exclusively for school facilities purposes; seconded by Board Member Ammons. Discussion followed. Board Member James offered an amendment to set the Tax at a rate of .25%; seconded by Board Member Hunt. Discussion followed. A roll call vote was requested. Board Member Bensyl abstained due to a business relationship with one of the parties involved.

Amendment to Ordinance No. 849 failed by roll call vote.

Yeas: Doenitz, Hunt, James, Jay, Jones, Knott and Sapp – 7;
Nays: Kurtz, Langenheim, Nudo, O'Connor, Richards, Rosales,
Schroeder, Smucker, Wysocki, Ammons, Anderson, Beckett,
Betz, Cowart and Weibel – 15;
Abstain: Bensyl – 1.

Discussion followed. A roll call vote was requested. Board Member Bensyl abstained due to a business relationship with one of the parties involved.

Ordinance No. 849 adopted by roll call vote.

Yeas: Doenitz, Jay, Knott, Kurtz, Langenheim, Nudo, O'Connor,
Richards, Rosales, Schroeder, Smucker, Wysocki, Ammons,
Anderson, Beckett, Betz, Cowart and Weibel – 18;
Nays: Hunt, James, Jones and Sapp – 4.
Abstain: Bensyl – 1.

Board Member Betz recommended the adoption of **Resolution No. 7004** Approving the Employment Agreement for the County Administrator; seconded by Board Member Knott. Discussion followed. Board Member Richards offered an amendment to strike section 5c of Attachment 1A to Resolution No. 7004; seconded by Board Member Ammons. Discussion followed. A roll call vote was requested.

Amendment to Resolution No. 7004 failed by roll call vote.

Yeas: Langenheim, Richards, Ammons and Cowart – 4;
Nays: Doenitz, Hunt, James, Jay, Jones, Knott, Kurtz, Nudo,
O'Connor, Rosales, Sapp, Schroeder, Smucker, Wysocki,
Anderson, Beckett, Bensyl, Betz and Weibel – 19.

Discussion followed. The question was called. A roll call vote was requested.

Resolution No. 7004 adopted by roll call vote.

Yeas: Doenitz, Hunt, James, Jay, Jones, Knott, Kurtz, Langenheim
Nudo, O'Connor, Rosales, Sapp, Schroeder, Smucker,
Wysocki, Anderson, Beckett, Bensyl, Betz and Weibel – 20;
Nays: Richards, Ammons and Cowart – 3.

Board Member Betz recommended the adoption of **Resolution No. 7008** Appointing Michael Smith to the Board for the Care and Treatment of Persons with a Developmental Disability, term ending June 30, 2012; seconded by Board Member Schroeder. Board Member Wysocki abstained due to a business relationship with one of the parties involved. Adopted by voice vote.

Board Member Betz recommended the adoption of **Ordinance No. 851** Amending Ordinance No. 837 establishing Single Administrator System and Prescribing the Duties, Powers and Responsibilities of the County Administrator; seconded by Board Member Knott. Discussion followed. Adopted by voice vote.

Board Member Betz recommended the adoption of **Ordinance No. 852** Amending Ordinance 779 – Champaign County Personnel Policy

Ordinance; seconded by Board Member James. Discussion followed. Board Member Smucker offered an amendment to sections 2-2.1a; 2-2.1b; and 6-3.4 adding the words "in consultation with the County Board Chair" after the words "County Administrator" and to section 6-2.1 adding the words "shall notify the County Board Chair" after the words "County Administrator"; seconded by Board Member Langenheim. Discussion followed. County Board Vice-Chair Betz briefly chaired the meeting so that Chair Weibel could address the board. Chair Weibel resumed the chair. The question was called. A roll call vote was requested.

Amendment to Ordinance No. 852 failed by roll call vote.

Yeas: Langenheim, Richards, Smucker and Cowart – 4;

Nays: Doenitz, Hunt, James, Jay, Jones, Knott, Kurtz, Nudo, O'Connor, Rosales, Sapp, Schroeder, Wysocki, Ammons, Anderson, Beckett, Bensyl, Betz and Weibel – 19.

Discussion followed. Ordinance No. 852 adopted by voice vote.

FINANCE

Board Member Wysocki recommended the adoption of **Resolution No. 7023** for the Approval and, if Awarded, Acceptance of the American recovery and reinvestment Act Grants for Champaign County Facilities; seconded by Board Member Beckett. Discussion followed. Adopted by voice vote.

Board Member Wycoki recommended the adoption of **Resolution No. 7024** – Payment of Claims Authorization; seconded by Board Member Beckett. Adopted by voice vote.

Board Member Wysocki recommended the adoption of **Resolution No. 7025** – Purchases Not Following Purchasing Policy; seconded by Board Member Beckett. Adopted by voice vote.

HIGHWAY AND TRANSPORTATION

Board Member Cowart, Chair, recommended the adoption of **Resolution No. 7030** for the approval and, if awarded, acceptance of the Emergency Repair Program Grant for the Champaign County Highway Department; seconded by Board Member Jay. Adopted by voice vote.

ENVIRONMENT & LAND USE

Board Member Wysocki, Chair, announced the committee had no items for board action.

OTHER BUSINESS

There was no other business.

NEW BUSINESS

There was no new business.

APPROVAL OF CLOSED SESSION MINUTES

Board Member Betz recommended an omnibus approval of closed session minutes of April 23, 2009 – 6:33 p.m.; April 23, 2009 – 7:40 p.m.; April 23, 2009 – 7:54 p.m.; April 23, 2009 – 8:52 p.m. and May 21, 2009; seconded by Board Member Beckett. Approved by voice vote.

ADJOURNMENT

Chair Weibel adjourned the meeting at 8:31 P.M.

Mark Shelden

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

BRAY, DRAKE, LILES & RICHARDSON LLP

KARL E. DRAKE, CPA
CURTIS D. LILES, CPA
R. NEIL RICHARDSON, CPA

JAMES P. BRAY, CPA (Retired)

Certified Public Accountants
1606 N. Willow View Road, Suite 1E
Urbana, Illinois 61802-7446

Phone 217/337-0004
Fax 217/337-5822

June 30, 2009

**Mr. C. Pius Weibel, Chair
Champaign County Board
1776 E. Washington St.
Urbana, IL 61803**

Dear Mr. Weibel:

I would like to inform you that our audit opinion letters were today delivered to the Champaign County Auditor's Office.

Enclosed is a significant deficiency and other comment letter, which contains a significant deficiency on the financial statement audit. There were no findings with regard to the major federal award program (Head Start).

The Other Comment matter also should be considered and dealt with.

I will be attending a budget and finance committee meeting when scheduled, and will be discussing all of these matters with the committee at that time.

We would like each Board member to receive a copy of this letter.

We have now completed our obligations for the 2008 audit, except that we will be working with the Chief Deputy Auditor to electronically file the SFSAC form with the Audit Clearinghouse, with regard to the Single audit. The County Auditor's office has everything needed to have the CAFR bound.

Sincerely,
BRAY, DRAKE, LILES, & RICHARDSON LLP



Karl E. Drake, CPA
Partner

**CC: Deb Busey
Carol Wadleigh**

BRAY, DRAKE, LILES & RICHARDSON LLP

KARL E. DRAKE, CPA
CURTIS D. LILES, CPA
R. NEIL RICHARDSON, CPA

Certified Public Accountants
1606 N. Willow View Road, Suite 1E
Urbana, Illinois 61802-7446

Phone 217/337-0004
Fax 217/337-5822

JAMES P. BRAY, CPA (Retired)

June 30, 2009

Champaign County Board Urbana, Illinois

In planning and performing our audit of the financial statements of Champaign County, Illinois (the County), as of and for the year ended November 30, 2008, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements but not for the propose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is a more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, we identified the following deficiency in internal control that we consider to be a significant deficiency.

Regional Planning Commission:

During our audit of the Champaign County Regional Planning Commission (CCRPC), we tested loans in fund number 475, the Regional Planning Commission Economic Development Loan Fund. This testing raised concerns regarding management of loan files and loan payment collections. Three loans were past due but not listed as such, nor was there documentation to indicate if follow-up was being performed on these loans. Also, basic documentation of several loans was not in the loan files.

The management of the Regional Planning Commission has been very cooperative and has indicated that most, if not all of these problems occurred under the management of a staff person who is no longer with the CCRPC, and during a period of time of change to new staff managing the loans. They have presented a clear, well thought out set of steps to solve the problem and prevent it from happening in the future. Our review of such steps leads us to believe that they have addressed the problems and the procedures developed should be an adequate response to this finding.

This communication is intended solely for the information and use of management, the Champaign County Board and others within the County, federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Other Matters

Extension again needed with GFOA:

As happened last year and the year before, it was necessary for the elected County Auditor to request an extension of time with GFOA to submit the audit for the Certificate of Achievement for Excellence in Financial Reporting. We believe that some positive action should be taken by the Board and Administration to prevent this from occurring again in the future. Annual extensions are not generally allowed year after year.

Bray, Drake, Liles & Richardson LLP
BRAY, DRAKE, LILES & RICHARDSON LLP

RESOLUTION NO. 7048

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF CHAMPAIGN AND THE CITY OF CHAMPAIGN FOR ANIMAL
IMPOUNDMENT SERVICES

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County of Champaign (hereinafter "County") proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, the County and the City of Champaign (hereinafter "City") desire to cooperate for the best interests of the County and the City; and

WHEREAS, an Intergovernmental Agreement for Animal Impoundment Services between the County and the City (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation, the facilities, and the service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement for Animal Impoundment Services with the City of Champaign.

PRESENTED, ADOPTED, APPROVED and RECORDED this 23rd day of July, 2009.

C. Pius Weibel, Chair
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUND SERVICES**
(City of Champaign – County of Champaign)

THIS AGREEMENT is made and entered by and between the City of Champaign, an Illinois Municipal Corporation, (hereinafter referred to as “City”) and the County of Champaign, (hereinafter referred to as “County”) effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interest of the City and the County.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 7 of the Municipal Code of Champaign, 1985, as amended, entitled "Animals" ("Chapter 7"). The County shall provide all services necessary for the impound, care, transfer, and euthanasia of all animals delivered by the City. The County will be solely responsible for the hiring of facility personnel and veterinarian services. For the purposes of this agreement, "Veterinarian services" shall include rabies vaccinations, health evaluations, treatment of minor curable diseases, spaying/neutering, pain reduction services and euthanasia. In no event will the County be required to perform major surgery or treat terminal illnesses.
2. **Compliance With Laws; Inspections.** The County shall operate the facility in a

humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, and no less than 3 hours per day Saturday and Sunday, excluding County holidays. The County has sole discretion to establish the specific hours of operation per day. City personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the City for such purposes. The City shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house all animals delivered in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County will notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement. The City shall provide advance notice, to the extent practical, to the County, in the event any extraordinary event would result in a large influx of animals. The County shall have an affirmative duty to have in place, a stand-by contract with a facility licensed and approved by the State of Illinois to provide necessary facilities in the event the subject premises are at capacity.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon

as practical of its intent to deliver animals to the facility for impound. The City shall provide information concerning the nature of the impound and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the City or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the City or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal(s) owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect fees and fines for violations of Chapter 7 on behalf of the City, as set forth in the Champaign Municipal Code, 1985, as amended. The County is authorized to impose such additional fees and costs as authorized by the Champaign County Board. All fines and fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15th day of each month. If an animal must be held beyond seven (7) days because of court proceedings, the City will remit to the County any

impound fees recovered by the City in the legal proceedings concerning the animal. The City will use its best efforts to recover impound fees in such a circumstance. After holding an animal for seven (7) days, any boarding fees received shall be paid to the County. It will be in the County's discretion to hold an animal beyond seven (7) days for any reason other than court proceedings.

9. **Payment.** The City shall pay the sum of \$50,881.64 annually, payable in monthly installments of \$4240.13. In March of each year that this agreement is in effect, the County shall provide an itemized statement of costs to the City and submit its proposed annual charge for the impound services provided for herein. The parties shall negotiate in good faith to issue any necessary amendments to this Agreement to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City of Champaign, boarding dates, date of final disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Duration.** The initial term of this agreement shall be from the date last signed by the parties until June 30, 2010 unless earlier terminated by either party. The Agreement shall automatically renew annually commencing on the 1st day of July of the applicable year and terminating on June 30 of the following year. All terms and conditions will remain in full force and effect unless otherwise amended as set forth herein.

13. **Termination.** Either party may terminate this contract with or without cause by providing ninety (90) days written notice to the other party.

14. The written notice shall be sent first class mail, return receipt requested to:

City Manager
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

Champaign County Board
Chair
1776 East Washington Street
Urbana, Illinois 61801

And

Champaign Chief of Police
82 E. University Avenue
Champaign, Illinois 61820

15. **Amendments.** This Agreement may be amended only by writing signed by both parties.

16. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

State's Attorney's Office

CB 2009-_____

RESOLUTION NO. 7049

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CITY OF CHAMPAIGN FOR ANIMAL CONTROL SERVICES

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County of Champaign (hereinafter "County") and the City of Champaign (hereinafter "City") desire to cooperate for the best interests of the County and the City; and

WHEREAS, there is a need to respond to requests for animal control services within the City; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department, and

WHEREAS, an Intergovernmental Agreement for Animal Control Services between the County and the City (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement for Animal Control Services with the City of Champaign.

PRESENTED, ADOPTED, APPROVED and RECORDED this 23rd day of July, 2009.

C. Pius Weibel, Chair
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL SERVICES
(City of Champaign – Champaign County)**

THIS AGREEMENT is made and entered by and between the City of Champaign, an Illinois Municipal Corporation, (hereinafter referred to as the "City") and the County of Champaign, (hereinafter referred to as the "County") effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County currently provides Animal Control Services throughout the County and has expertise in the handling of animals; and

WHEREAS, it is the intent of this agreement permit the City to more fully safeguard the citizens of the City of Champaign; and

WHEREAS, this Agreement is in the best interest of the City and the County.

NOW THEREFORE, the parties hereby mutually agree as follow:

1. **County to Provide Animal Control Services.** The County shall provide animal control services for the City. Services shall include: responding to animal-related calls, investigating complaints and violations, impounding animals, issuing citations, generating reports and all other enforcement activities concerning the provisions of Chapter 7 of the Champaign Municipal Code, 1985, as amended, entitled "Animals" ("Animal Control Ordinance"). Nothing contained herein shall prevent the City from engaging in any of the aforementioned activities as it deems appropriate.
2. **Compliance With Laws; Inspections of Records.** The County shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police, as ex officio Animal Control Warden, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of animal-related calls within the City's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. **Nature of Relationship.** The County is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance.

4. **Training.** The County shall be responsible for training of its animal control personnel with regard to investigation practices and procedures. The City shall provide copies of current municipal ordinances and arrange for at least one training session of County animal control personnel regarding completion of city Notices to Appear (NTA) forms and reports. The purpose of said training sessions shall be to acquaint County animal control personnel with city ordinances and city court procedures relating to ordinance enforcement. This training is not intended to modify or replace existing training programs or policies concerning general animal control and investigation practices and procedures.

5. **Issuing City NTAs.** County animal control personnel shall investigate matters pursuant to established policies and procedures and, upon a determination that probable cause exists that a violation of Chapter 7 is being or has been committed, shall issue Notice(s) to Appear (NTA) for the same pursuant to the procedures of the City. Animals shall be impounded as permitted by Chapter 7.

6. **Report Writing.** County animal control personnel shall prepare a written report of investigations of alleged violations of Chapter 7 using the A.R.M.S system. Necessary equipment will be provided by the City. The original NTA will be delivered to the City Legal Department – 102 N. Neil Street, Champaign, Illinois within forty-eight (48) hour of issuance of the NTA or completion of the report, whichever is earlier. If this period ends during a weekend or a legal holiday, or at a time when the City Legal Department is not open, the original NTA shall be delivered within four (4) hours of when the City Legal Department reopens. Supplemental reports may be requested by the City and shall be provided within a reasonable time of such request so as to permit the timely processing of the matter. The City agrees to report the disposition of cases submitted upon request.

7. **Court Appearances.** The County agrees to make its animal control personnel available for all necessary court appearances to prosecute cases. The City shall provide reasonable notice of court appearances and shall make reasonable attempts to continue court appearances to accommodate

scheduled vacations or animal control personnel. It is hereby agreed that the appearance of designated animal control personnel in court shall be required upon receipt of a "Notice" from the City and that subpoenas will not be required to compel appearance of animal control personnel employed by the County. A copy of each Notice will be provided to the County Animal Control Administration.

8. Evidence Preservation. In the event evidence must be preserved for the prosecution of a municipal ordinance matter, the County shall secure and preserve such evidence in the same manner and pursuant to the same procedures as would be required for criminal prosecutions.

9. Dedication of Personnel. The County shall commit 1.5 Full Time Equivalent (FTE) to provide the services contracted for herein. The County is not required to designate a specific person to serve the City, but shall be required to commit a minimum of 60 hours per week for animal control services for the City.

10. Contact Information; Confidentiality. The County shall provide to the City a current list of animal control personnel, together with their home addresses and telephone numbers and regularly update the same. The City agrees to exercise all reasonable efforts to maintain the confidentiality of said information, and disclose the same only to the extent required by law, judicial order, or City policy.

11. Payment. The City shall pay the sum of \$112,104.25 annually, payable in monthly installments of \$9342.02 for the period of July 1, 2009 through June 30, 2010.

12. Animal Control Vehicle. The City provided to the County a vehicle equipped for animal transports for animal control purposes in July 2005. The County assumed title and all responsibility and control for the operation and maintenance of the vehicle. This contract includes all future replacement of and responsibility of the Animal Control Vehicle to be provided by the County.

13. Duration. The initial term of this agreement shall be from the date last signed by the parties until June 30, 2010, unless earlier terminated by either party. The Agreement shall automatically renew annually commencing on the 1st day of July of the applicable year and terminate on June 30 of the following year. All terms and conditions will remain in full force and effect unless otherwise amended as set forth herein.

14. Indemnification. To the fullest extent allowed by law, the County shall defend, indemnify and save harmless the City and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever proximately caused by the negligence or intentional misconduct of those performing services pursuant to this agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the City, its officers or employees. The City shall cooperate fully with the County and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

15. Termination. Either party may terminate this contract with or without cause by providing forty-five (45) days written notice to the other party.

16. Notices. Written notices shall be sent by first class mail, return receipt requested to:

City Manager
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

Champaign County Administrator
1776 E. Washington Ave
Urbana, Illinois 61801

With copies to:

Champaign Chief of Police
82 E. University Avenue
Champaign, Illinois 61820

Champaign County Animal Control Administrator
1776 E. Washington Ave
Urbana, Illinois 61801

17. **Amendments.** This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the County. In the event of an extraordinary event, or an amendment to an applicable Federal or State law, or City of Champaign ordinance, or judicial interpretation of the same, the parties hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

18. **Survival of Provisions.** Any term of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

19. **Transfer of Powers.** By this Agreement, the City shares with the County all powers, whether arising by statute or its home rule status, necessary to perform this Agreement within the jurisdiction of the Champaign Municipal Code.

20. **Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior understandings, written or oral, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein:

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____
City Clerk

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

States Attorney

CB 2009-_____

RESOLUTION NO. 7031

RESOLUTION APPOINTING BERNIE MAGSAMEN AS A MEMBER TO THE PUBLIC AID
APPEALS COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Bernie Magsamen to be a Member of the Public Aid Appeals Committee; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Bernie Magsamen as a Member of the Public Aid Appeals Committee for a term commencing July 24, 2009 and ending November 30, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit certified copies of this resolution to: Bernie Magsamen, 1124 County Road 100 E, White Heath IL 61884.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE PRINT IN BLACK INK

NAME: Bernie Magsamen PHONE: 687-5780 FAX: _____

ADDRESS: 1124 C.R. 100 E White Heath IL 61884
Street City State Zip

PARTY AFFILIATION: (Please check one) Democrat Republican Other, please explain:

NAME OF APPOINTMENT BODY OR BOARD: Public Aid Appeals Committee

TITLE OF APPOINTMENT REQUESTED: Committee Member

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/reappointment?

Have served as township trustee and am currently serving as township supervisor.

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

To work with other committee members to review aid appeals to try to ensure that aid is distributed appropriately.

3. What is your knowledge of the district/association's operations, specifically property holdings and management, staff, taxes, fees?

I have knowledge of staff, taxes, and fees as it pertains to our township and general assistance funding.

4. 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:

5. Would you be available to regularly attend the scheduled meeting of the Board district?

Yes X No ___

If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

Bernie Naypamen
Signature

Date: 6/25/09

RESOLUTION NO. 7032

RESOLUTION APPOINTING PAMELA BOROWSKI AS AN ALTERNATE TO THE PUBLIC
AID APPEALS COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Pamela Borowski to be an Alternate of the Public Aid Appeals Committee; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Pamela Borowski as an Alternate of the Public Aid Appeals Committee for a term commencing July 24, 2009 and ending November 30, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit certified copies of this resolution to: Pamela Borowski, 603 S. Randolph Street, Champaign IL 61820.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE PRINT IN BLACK INK

NAME: PAMELA BOROWSKI PHONE: 217-621-7262 FAX: 217-

ADDRESS: 603 S. RANDOLPH ST CHAMPAIGN IL 61820
Street City State Zip

PARTY AFFILIATION: (Please check one) Democrat Republican Other, please explain: _____

NAME OF APPOINTMENT BODY OR BOARD: _____

TITLE OF APPOINTMENT REQUESTED: PUBLIC AID APPEALS BOARD

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/reappointment?

I CURRENTLY SERVE AS THE CITY OF CHAMPAIGN TOWNSHIP SUPERVISOR

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

CAREFULLY CONSIDERING EACH CASE THAT COMES BEFORE THE BOARD AND MAKING DECISIONS BASED ON THE LAW

3. What is your knowledge of the district/association's operations, specifically property holdings and management, staff, taxes, fees?

4. 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:

5. Would you be available to regularly attend the scheduled meeting of the Board district?

Yes No _____

If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.


Signature

Date: 6/4/09

RESOLUTION NO. 7033

AUTHORIZATION FOR LOAN TO THE GENERAL CORPORATE FUND FROM
WORKING CASH FUND

WHEREAS, the General Corporate Fund may need a loan of up to \$375,000 for a period not to exceed twelve months to cover cash shortfalls; and

WHEREAS, the Working Cash Fund has adequate reserves to make this short-term loan; and

WHEREAS, the FY2009 tax levy for the General Corporate Fund is \$7,467,612 and there are no outstanding tax anticipation warrants or notes.

NOW, THEREFORE, BE IT RESOLVED that pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, and the authority recognized in Gates V. Sweiter, 347 Ill. 353, 179 NE 837 (1932), the Champaign County Board approves a loan of up to \$375,000 from the Working Cash Fund to the General Corporate Fund for a period not to exceed twelve months; and

BE IT FURTHER RESOLVED that the County Auditor and County Treasurer are hereby authorized and requested to advance the above sum and to repay this advance within twelve months from the General Corporate Fund.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 7046

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00059

Fund 075 Regional Planning Commission
Dept. 862 Weatherization Recovery/Reinvestment Act

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-Time Employees	\$280,000
522.01 Stationary and Printing	\$1,000
522.02 Office Supplies	\$2,000
522.04 Copier Supplies	\$500
522.06 Postage, UPS, Fed Ex	\$800
522.15 Gasoline and Oil	\$3,000
522.44 Equipment less than \$1,000	\$5,000
533.12 Job-Required Travel Expense	\$6,000
533.29 Computer Services	\$5,000
533.33 Telephone Services	\$1,000
533.50 Facility/Office Rentals	\$5,000
533.70 Legal Notices, Advertising	\$2,000
533.85 Photocopy Services	\$3,000
533.95 Conference and Training	\$25,110
534.30 Weatherization Labor	\$347,795
534.94 Weatherization Materials	\$347,795
544.33 Furnishing, Office Equipment	<u>\$50,000</u>
Total	\$1,085,000

Increased Revenue:

331.81 Department Energy-Weatherization	\$542,500
331.82 HHS-Home Energy Assistance Program	<u>\$542,500</u>
Total	\$1,085,000

REASON: Receipt of one-time American Recovery and Reinvestment Act Funds to expand Weatherization Program. The Weatherization Program provides Weatherization services to low-income residents which helps them save fuel and money while increasing the comfort of their homes.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 862 WEATHERZTN-RCVR/REINV ACT

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	1,085,000	1,085,000

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	1,085,000	1,085,000

EXPLANATION: RECEIPT OF ONE-TIME AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS TO EXPAND WEATHERIZATION PROGRAM. THE WEATHERIZATION PROGRAM PROVIDES WEATHERIZATION SERVICES TO LOW-INCOME RESIDENTS WHICH HELPS THEM SAVE FUEL AND MONEY WHILE INCREASING THE COMFORT OF THEIR HOMES.

DATE SUBMITTED: 6/3/09 AUTHORIZED SIGNATURE [Signature] ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 7034

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00061

Fund 476 Self-Funded Insurance
Dept. 118 Property/Liability Insurance

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.26 Property Loss/Damage Claims	<u>\$14,477</u>
Total	<u>\$14,477</u>
Increased Revenue:	
369.80 Insurance Claims Reimbursement	<u>\$14,477</u>
Total	<u>\$14,477</u>

REASON: To receive insurance reimbursement for repair/replacement of property damage during storms of May 13 and May 15, 2009.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00061

FUND 476 SELF-FUNDED INSURANCE

DEPARTMENT 118 PROPERTY/LIABILITY INSUR

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
476-118-533.26 PROPERTY LOSS/DMG CLAIMS	15,000	53,568	68,045	14,477
TOTALS	15,000	53,568	68,045	14,477

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
476-118-369.80 INSURANCE CLAIMS REIMB	0	28,568	43,045	14,477
TOTALS	0	28,568	43,045	14,477

EXPLANATION: TO RECEIVE INSURANCE REIMBURSEMENT FOR REPAIR/REPLACEMENT OF PROPERTY DAMAGED DURING STORMS OF MAY 13 AND MAY 15, 2009.

DATE SUBMITTED: <u>6-9-09</u>	AUTHORIZED SIGNATURE <u>Debra L. Bury</u>	** PLEASE SIGN IN BLUE INK **
----------------------------------	--	-------------------------------

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 7035

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00062

Fund 071 1995 Jail Bond Debt Service
Dept. 010 County Board

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
582.02 Interest and Fees-General Obligation Bonds	<u>\$485</u>
Total	<u>\$485</u>
Increased Revenue:	
None: From Fund Balance	<u>\$0</u>
Total	<u>\$0</u>

REASON: Original budget did not include funds for administrative fees.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00062

FUND 071 1995 JAIL BOND DEBT SERV 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
071-010-582.02 INT & FEES-GEN OBLIG BONDS	35,625	35,625	36,110	485
TOTALS	35,625	35,625	36,110	485

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: ORIGINAL BUDGET DID NOT INCLUDE FUNDS FOR ADMINISTRATIVE FEES.

DATE SUBMITTED: <u>6-18-09</u>	AUTHORIZED SIGNATURE <u>Dena L. Buzny</u>	** PLEASE SIGN IN BLUE INK **
-----------------------------------	--	-------------------------------

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 7036

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00063

Fund 075 Regional Planning Commission
Dept. 791 Federal Emergency Management Agency-Odd Year

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Increased Appropriations:		
534.38 Emergency Shelter/Utilities		<u>\$5,000</u>
	Total	<u>\$5,000</u>
Increased Revenue:		
331.37 Homeland Security-Emergency Food/Shelter		<u>\$5,000</u>
	Total	<u>\$5,000</u>

REASON: To accommodate award of Emergency Food and Shelter American Recovery and Reinvestment Grant. This program provides emergency rental assistance to qualified individuals.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00063

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 791 FED EMERG MGMT AGY-ODD YR

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-791-534.38 EMRGNCY SHELTER/UTILITIES	12,000	15,000	20,000	5,000
TOTALS	12,000	15,000	20,000	5,000

INCREASED REVENUE BUDGET:

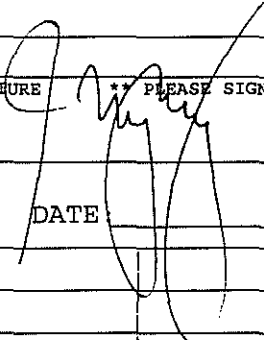
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-791-331.37 HOM SEC-EMRG FOOD/SHELTER	12,000	15,000	20,000	5,000
TOTALS	12,000	15,000	20,000	5,000

EXPLANATION: TO ACCOMMODATE AWARD OF EMERGENCY FOOD & SHELTER AMERICAN RECOVERY & REINVESTMENT GRANT. THIS PROGRAM PROVIDES EMERGENCY RENTAL ASSISTANCE TO QUALIFIED INDIVIDUALS.

DATE SUBMITTED:

6/21/09

AUTHORIZED SIGNATURE



** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE

C O U N T Y B O A R D C O P Y

RESOLUTION NO. 7037

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00064

Fund 075 Regional Planning Commission
Dept. 828 Individual Service and Support Advocacy- Odd Years

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-Time Employees	\$13,000
533.12 Job-Required Travel Expenses	\$2,000
533.50 Facility/Office Rentals	<u>\$3,000</u>
Total	\$18,000
Increased Revenue:	
334.30 IL Dept Mental Health Developmental Disability Grant	<u>\$18,000</u>
Total	\$18,000

REASON: Receipt of additional fee-for-service income to expand services to developmentally disabled clients.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00064

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 828 IND SRV SUP ADVOC-ODD YRS

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-828-511.03 REG. FULL-TIME EMPLOYEES	65,000	83,650	96,650	13,000
075-828-533.12 JOB-REQUIRED TRAVEL EXP	2,500	5,500	7,500	2,000
075-828-533.50 FACILITY/OFFICE RENTALS	7,000	4,500	7,500	3,000
TOTALS	74,500	93,650	111,650	18,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-828-334.30 IL DPT MENT HLTH DD GRANT	125,000	150,000	168,000	18,000
TOTALS	125,000	150,000	168,000	18,000

EXPLANATION: RECEIPT OF ADDITIONAL FEE-FOR-SERVICE INCOME TO EXPAND SERVICES TO DEVELOPMENTALLY DISABLED CLIENTS.

DATE SUBMITTED: <u>7-01-09</u>	AUTHORIZED SIGNATURE <i>MJ Holden</i> ** PLEASE SIGN IN BLUE INK **
-----------------------------------	---

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: 7.1.09

RESOLUTION NO. 7038

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00065

Fund 083 County Highway
Dept. 060 Highway

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:
544.35 Heavy Equipment

Total

\$40,000
\$40,000

Increased Revenue:

None: From Fund Balance

Total

\$0
\$0

REASON: Equipment purchase.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00065

FUND 083 COUNTY HIGHWAY

DEPARTMENT 060 HIGHWAY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
083-060-544.35 HEAVY EQUIPMENT	200,000	196,089	236,089	40,000
TOTALS	200,000	196,089	236,089	40,000

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: EQUIPMENT PURCHASE.

DATE SUBMITTED:

7-1-09

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Jeff Blue

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RECEIVED

JUL 02 2009

CHAMPAIGN COUNTY
AUDITORS OFFICE

RESOLUTION NO. 7039

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00066

Fund 679 Child Advocacy Center
Dept. 179 Child Advocacy Center

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:
533.07 Professional Services

Total \$13,442
\$13,442

Increased Revenue:
336.13 Champaign County Mental Health Board

Total \$13,442
\$13,442

REASON: This amendment reflects the awarding of a special initiative grant from the Champaign County Mental Health Board. The grant will be used to pay for crisis intervention services for CAC clients upon the expiration of funding from the State of Illinois Criminal Justice Information Authority.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00066

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
679-179-533.07 PROFESSIONAL SERVICES	68,155	65,542	78,984	13,442
TOTALS	68,155	65,542	78,984	13,442

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
679-179-336.13 CHAMP COUNTY MENT HLTH BD	37,080	37,080	50,522	13,442
TOTALS	37,080	37,080	50,522	13,442

EXPLANATION: THIS AMENDMENT REFLECTS THE AWARDING OF A SPECIAL INITIATIVE GRANT FROM THE CHAMPAIGN COUNTY MENTAL HEALTH BOARD. THE GRANT WILL BE USED TO PAY FOR CRISIS INTERVENTION SERVICES FOR CAC CLIENTS UPON THE EXPIRATION OF FUNDING FROM THE ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY.

DATE SUBMITTED:

July 2, 2009

AUTHORIZED SIGNATURE

Michael [Signature]

** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

C O U N T Y B O A R D C O P Y

RESOLUTION NO. 7040

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00067

Fund 075 Regional Planning Commission
Dept. 689 Piatt County GIS Special Project

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-Time Employees	\$18,450
511.05 Temporary Salaries and Wages	<u>\$1,550</u>
Total	\$20,000
Increased Revenue:	
336.10 Piatt County	<u>\$20,000</u>
Total	\$20,000

REASON: To accommodate anticipated increased revenue and expenditures for Piatt County GIS special project

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00067

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 689 PIATT CNTY GIS SPEC PROJ

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-689-511.03 REG. FULL-TIME EMPLOYEES	11,500	10,224	28,674	18,450
075-689-511.05 TEMP. SALARIES & WAGES	1,500	450	2,000	1,550
TOTALS	13,000	10,674	30,674	20,000

INCREASED REVENUE BUDGET:

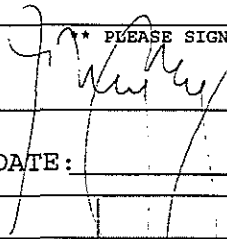
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-689-336.10 PIATT COUNTY	13,500	13,500	33,500	20,000
TOTALS	13,500	13,500	33,500	20,000

EXPLANATION: TO ACCOMMODATE ANTICIPATED INCREASED REVENUE AND EXPENDITURES
FOR PIATT COUNTY GIS SPECIAL PROJECTS

DATE SUBMITTED:

1-10-09

AUTHORIZED SIGNATURE



** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RESOLUTION NO. 7047

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00068

Fund 080 General Corporate
Dept. 042 Coroner

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

533.06 Medical/Dental/Mental Health

Total

\$1,560

\$1,560

Increased Revenue:

345.36 Out-of-County Coroner Fee

Total

\$1,560

\$1,560

REASON: Reimbursement of monies spent on autopsy of Department of Corrections inmate.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00068

FUND 080 GENERAL CORPORATE

DEPARTMENT 042 CORONER

INCREASED APPROPRIATIONS:

<u>ACCT. NUMBER & TITLE</u>	<u>BEGINNING BUDGET AS OF 12/1</u>	<u>CURRENT BUDGET</u>	<u>BUDGET IF REQUEST IS APPROVED</u>	<u>INCREASE (DECREASE) REQUESTED</u>
080-042-533.06 MEDICAL/DENTAL/MENTL HLTH	143,000	140,901	142,461	1,560
TOTALS	143,000	140,901	142,461	1,560

INCREASED REVENUE BUDGET:

<u>ACCT. NUMBER & TITLE</u>	<u>BEGINNING BUDGET AS OF 12/1</u>	<u>CURRENT BUDGET</u>	<u>BUDGET IF REQUEST IS APPROVED</u>	<u>INCREASE (DECREASE) REQUESTED</u>
080-042-345.36 OUT-OF-COUNTY CORONER FEE	1,500	1,500	3,060	1,560
TOTALS	1,500	1,500	3,060	1,560

EXPLANATION: REIMBURSEMENT OF MONIES SPENT ON AUTOPSY OF DOC INMATE.

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


APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: 7/15/09

C H A M P A I G N C O U N T Y
C O R O N E R

1776 E. WASHINGTON, URBANA, IL 61802
(217) 384-3888

DATE: 7/14/2009

RECPT#: 004728

PAYOR: DANIEL W. HYNES

PAY TYPE/#: CK/AH3671936

CLERK: RMO

<u>QTY</u>	<u>ACCOUNT</u>		<u>REFER</u>	<u>AMOUNT</u>
1	OUT OF COUNTY FEES	345.36	REIMB AUTOPSY/A WILLIAM	1,560.16

DEP#: 8

*** RECEIPT TOTAL *** 1,560.16

CUSTOMER COPY

RESOLUTION NO. 7041

PAYMENT OF CLAIMS AUTHORIZATION

July 2009

FY 2009

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$10,128,550.07 including warrants 420307 through 422071; and

WHEREAS, The claims included on the list were paid in accordance with Resolution No. 1743; and

WHEREAS, Claims against the Mental Health Fund do not require County Board approval and are presented for information only; and

WHEREAS, The County Auditor has recommended the payment of all claims on the Expenditure Approval List; and

WHEREAS, The County Board finds all claims on the Expenditure Approval List to be due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$10,128,550.07 including warrants 420307 through 422071 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 7042

PURCHASES NOT FOLLOWING PURCHASING POLICY

July, 2009

FY 2009

WHEREAS, Purchases by Champaign County offices and departments sometimes occur that are not in compliance with the Champaign County Purchasing Policy; and

WHEREAS, The Champaign County Auditor must present those purchases to the Champaign County Board for approval of payment;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on July 23, 2009 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

FOR COUNTY BOARD APPROVAL

7/23/09

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
FY08 EXPENDITURES PAID IN FY09						
** Nurs Home Construct	070-010-533.07	VR#070-019	06/30/09	Arbitration Jun-Nov'08	The Raterman Group	\$ 5,650.87
** Twnshp Motor Fuel Tax	086-060-533.83	VR#086-034	06/16/09	FY08 engineering fees	CCT-Highway Fund	\$ 86,395.08
** Circuit Court	080-031-533.03	VR#031-309	07/01/09	Attorney fee 7/24-11/30/08	James Dedman	\$ 100.00
** Circuit Court	080-031-533.03	VR#031-304	06/25/09	Attorney fee 8/7-11/30/08	John Hensley	\$ 260.00
** Circuit Court	080-031-533.03	VR#031-302	06/25/09	Attorney fee 10/02-11/30/08	James Dedman	\$ 300.00
** Circuit Court	080-031-533.03	VR#031-315	07/09/09	Attorney fee 2/14/08-11/30/08	Larry Silkwood	\$ 1,175.00

*****According to Illinois Attorney General and Champaign County State's Attorney,
the Purchasing Policy does not apply to the office of elected officials.*****

** Paid- For Information Only

RESOLUTION NO. 7043

RESOLUTION AUTHORIZING AN ACCEPTANCE AGREEMENT BETWEEN
CHAMPAIGN COUNTY AND THE ILLINOIS STATE BOARD OF ELECTIONS FOR A
VOTER REGISTRATION STATE GRANT

WHEREAS, the Champaign County Clerk's Office has received notification that Champaign County is eligible to receive a Voter Registration State Grant up to the amount of \$2,500.00 (TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS) to assist in the maintenance and other associated costs involved for Champaign County's voter registration system to communicate with the Centralized Statewide Voter Registration System; and

WHEREAS, the Illinois State Board of Elections and Champaign County both have responsibilities under Help America Vote Act as to spending the grant for its intended purposes and tracking grant expenditures in accordance with applicable State and Federal laws and regulations; and

WHEREAS, an Acceptance Agreement outlining the responsibilities of Champaign County has been prepared;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Voter Registration State Grant Acceptance Agreement with the Illinois State Board of Elections.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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



**Illinois State Board of Elections
Voter Registration State Grant
Acceptance Agreement**



You are receiving a grant from the Illinois State Board of Elections. Generally stated; the purpose of this grant is to assist in the maintenance and other costs associated with your voter registration system in order for it to communicate with the Centralized Statewide Voter Registration System as required by Title III Section 303 of the Help America Vote Act of 2002. Your election jurisdiction received previous information regarding the amount your jurisdiction is entitled to, which will be distributed in a lump sum payment after the Illinois State Board of Elections has received copies of all current documented expenditures. It is important to note that only documented expenditures and/or obligations to expend are eligible for reimbursement. Your election jurisdiction, Champaign county, is eligible to receive up to the amount of \$2,500.00 (two thousand, five hundred dollars and 00/100), which will be distributed in a lump sum payment.

The State Board of Elections and you, the Election Authority, have responsibilities both as to spending the monies for the intended purposes and tracking expenditures not previously covered or reimbursed by the HAVA funded VR Grant or Phase II Grant monies. By accepting this money, you agree to send copies of all future documented expenditures and/or obligations to expend for audit purposes in accordance with generally accepted auditing standards.

Purchases made from this fund shall become the responsibility and property of the Election Authority, not the State Board of Elections. All property control and custody responsibilities will be assumed by the Election Authority. Likewise, the Election Authority agrees that all future costs related to maintenance, repairs, and upgrades to equipment or property purchased with these grant funds shall be the sole responsibility of the Election Authority, not the State Board of Elections. While future maintenance funds have been requested by the State Board of Elections for this purpose, there are no guarantees as to the availability of said funding.

THIS GRANT IS SUBJECT TO THE ILLINOIS GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, et seq.). THEREFORE, ANY UNSPENT PORTION OF THE GRANT THAT REMAINS AFTER 30 DAYS MUST BE RETURNED WITH INTEREST TO THE STATE BOARD OF ELECTIONS IMMEDIATELY. ANY MISSPENT OR IMPROPERLY HELD GRANT FUNDS ARE SUBJECT TO RECOVERY BY THE STATE BOARD OF ELECTIONS.

By signing this document, you certify that you agree to use the funds provided for the purposes articulated above and certify that you understand and agree to the record keeping and documentation requirements set forth above.

Any violations of this agreement may be reported to appropriate legal authorities for review and appropriate action.

**Chairman of County Board or Board of Election
Commissioners Authorized Agent**

Election Authority Authorized Agent

Signature _____

Signature Mark Shelden

Printed Name _____

Printed Name Mark Shelden

Date _____

Date June 16, 2009

Illinois State Board of Elections

Signature _____

Printed Name Daniel W. White, Executive Director

Date _____



Illinois State Board of Elections
Acceptance Agreement
Database Upgrade



You are receiving a grant from the Illinois State Board of Elections' pursuant to federal monies received under Title II, Section 251 of the Help America Vote Act of 2002, 42 U.S.C. §§ 15301-15545 ("HAVA"). Generally stated, the purpose of this grant is to assist in the upgrade of your voter registration system in order for it to communicate with the Centralized Statewide Voter Registration System as required by Title III Section 303 of the Help America Vote Act of 2002. Your election jurisdiction, Champaign County, will receive the amount of \$71,350.00 (*seventy-one thousand, three hundred fifty dollars and 00/100 cents*), which will be distributed in a lump sum payment.

This grant is to be used only to purchase equipment which conforms to the State Board of Elections and Catalyst Consulting certification tests that confirm the local system is capable of communicating reliably with the Centralized Statewide Voter Registration System.

The State Board of Elections and you, the Election Authority, have responsibilities under HAVA both as to spending the grant for its intended purposes and tracking grant expenditures in accordance with applicable State and Federal laws and regulations. By accepting this grant, you agree to document all expenditures for audit purposes in accordance with generally accepted auditing standards, Federal Single Audit requirements, and any specific additional provisions contained in HAVA (42 U.S.C. § 15542). You must keep all expenditure documentation and receipts in your records until you are notified by the State Board of Elections or an authorized representative to either supply them to us or dispose of them. Furthermore, you agree to provide all Election Authority documentation applicable to activity under this grant program to the State Board of Elections or its authorized representative upon request.

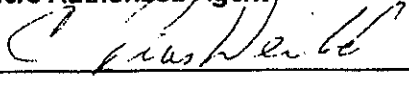
Under no circumstances is this grant money to be supplanted into the county's election budget by the County Board or the Board of Election Commissioners. These grant funds must be kept separate and segregated. Furthermore, purchases made with this grant shall become the responsibility and property of the Election Authority, not the State Board of Elections. All property control and custody responsibilities will be assumed by the Election Authority. Likewise, the Election Authority agrees that all future costs related to maintenance, repairs, and upgrades to equipment or property purchased with these grant funds shall be the sole responsibility of the Election Authority, not the State Board of Elections.

There are certain federal financial controls applicable to this grant. According to the regulations of the U.S. Treasury, recipients of Federal monies (State governments) that pass the funds on to sub-recipients in advance (Local governments) must ensure that only those monies determined necessary for immediate cash needs are advanced (34 CFR 80.20). The State Auditor General has interpreted 'immediate cash needs' as receiving advance funds 30 days or less from the expected date of paying the sub-recipient's vendors. Please submit only when you are ready to pay your vendors for qualifying expenses under this Program within the timelines given above. Therefore, the grant may be applied toward any purchase meeting the above criteria made on or after **January 18, 2005**. The Election Authority agrees to indemnify and hold the State Board of Elections harmless against any claims brought against it by the Comptroller General or other agency of the federal government, for reimbursement of the grant funds in the event that the Election Authority is found liable for misapplication, misuse, or misappropriation of funds.

THIS GRANT IS SUBJECT TO THE ILLINOIS GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, et seq.). THEREFORE, ANY UNSPENT PORTION OF THE GRANT THAT REMAINS AFTER NOVEMBER 7, 2006 MUST BE RETURNED TO THE STATE BOARD OF ELECTIONS WITHIN 45 DAYS. ANY MISSPENT OR IMPROPERLY HELD GRANT FUNDS ARE SUBJECT TO RECOVERY BY THE STATE BOARD OF ELECTIONS.

By signing this document, you certify that you agree to use the grant funds provided for the purposes enumerated above and certify that you understand and agree to the record keeping and documentation requirements set forth above.

**Chairman of County Board or Board of Election
Commissioners Authorized Agent**

Signature 

Printed Name C. Pius Weibel

Date 11/3/2008

Election Authority Authorized Agent

Signature 

Printed Name Mark Sheldon

Date 11/3/08

Illinois State Board of Elections

Signature _____

Printed Name Daniel W. White, Executive Director

Date _____

RESOLUTION NO. 7044

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND CHAMPAIGN COUNTY TO RETAIN THE CHAMPAIGN COUNTY STATE'S ATTORNEY FOR SUPPORT AND COVERAGE IN CHAMPAIGN COUNTY FOR THE TERMINATION OF PARENTAL RIGHTS PETITIONS

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Champaign County State's Attorney's Office (hereinafter "State's Attorney") has a need for an attorney position to handle, prepare, and prosecute certain parental termination cases transmitted to Champaign County by the Department of Children and Family Services (hereinafter "DCFS") as well as to review the appropriateness of filing a petition or motion requesting termination of parental rights; and

WHEREAS, DCFS wishes to retain by contractual service agreement the State's Attorney for support and coverage in Champaign County for the termination of parental rights petitions; and

WHEREAS, DCFS will provide partial funding for personnel in the Champaign County State's Attorney's Office for the above stated purpose; and

WHEREAS, an Intergovernmental Agreement between the Department of Children and Family Services of the State of Illinois and Champaign County has been prepared and reviewed by Champaign County's legal counsel; and

WHEREAS, the Intergovernmental Agreement outlines the financial participation, the facilities, and the service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement the Department of Children and Family Services of the State of Illinois to retain the Champaign County State's Attorney for support and coverage in Champaign County for the termination of parental rights petitions.

PRESENTED, ADOPTED, APPROVED and RECORDED this 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

CDC: CON

Program Name: LEGAL SERVICES

Contract #: 3695579010

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

- 1. TERM AND TERMINATION
- 2. DESCRIPTION OF SUPPLIES / SERVICES
- 3. PRICING
- 4. STANDARD TERMS AND CONDITIONS
- 5. CERTIFICATIONS AND CONFLICTS
- 6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Certified Name) CHAMPAIGN COUNTY
(DCFS Name) CHAMPAIGN COUNTY

(Name of Agency) IL Department of Children & Family Services

Signature _____
Printed Name Julia R. Rietz

Director Signature _____
Printed Name Erwin McEwen
Title Director Date _____

Title State's Attorney Date 07/13/09
101 E MAIN STATES ATTYS OFFICE
Address URBANA, IL 61801-2710

Designee Signature _____
Printed Name Derek Hobson
Title Manager, Contracts Date _____
406 E. Monroe Street

Phone (217) 384-3733 Fax 217-384-3816

Address Springfield, IL 62701
Phone (217) 785-3930 Fax (217) 782-3796
E-mail Derek.Hobson@Illinois.Gov

E-mail jrrietz@co.champaign.il.us
Dept. of Human Rights Public Contract # 11456-00

Contractor Fiscal Year From 12/01/09 To 11/30/10

CPO #33 Approved By:

DCFS Chief Legal Officer _____	Date _____	CMS Chief Legal Officer _____	Date _____
STATE USE ONLY PBC# <u>9-39660</u>		NOT PART OF CONTRACTUAL PROVISIONS Contract #3695579010	
Project Title <u>LEGAL SERVICES</u>			
Procurement Method (IFB, RFP, Small, etc): <u>Exempt - legal services</u>			Award Code: <u>I</u>
IPB Publication Date: <u>NA</u>		IPB Ref. #: <u>NA</u>	
Subcontractor Utilization? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Subcontractor Disclosure? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Funding Source <u>220-41817-4900-19-00</u>		Obligation # <u>3695579010</u>	
CMS Program Compliance _____			
Fiscal Compliance _____			
Legal Compliance _____			
Executive Compliance _____			

CFS968-45
01/01/2009

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).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

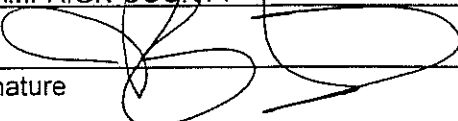
Taxpayer Identification Number:

Social Security Number _____
 or
 Employer Identification Number 37-6006910

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual
<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Partnership/Legal Corporation
<input type="checkbox"/> Tax-exempt
<input type="checkbox"/> Corporation providing or billing medical and/or health care services
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Limited Liability Company (select applicable tax classification.) <ul style="list-style-type: none"> <input type="checkbox"/> D = disregarded entity <input type="checkbox"/> C = corporation <input type="checkbox"/> P = partnership |
|---|--|

VENDOR (Official Name and D/B/A)
CHAMPAIGN COUNTY

	07/13/09
Signature	Date
Julia R. Rietz	State's Attorney
Printed Name	Title

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT

This Contract shall be effective on 7/1/2009 and shall expire on 6/30/2010.

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties.

1.2 RENEWAL

This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

The State reserves the right to renew for a total of _____ years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOALS AND OBJECTIVES:

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

Services delivered by the Contractor shall comply with all Department rules, regulations, procedures, protocols, and policy guides, all of which are hereby incorporated by reference and made a part of this contract. The following service requirements are identified by Sections 1.0 thru 10.0 as applicable. Boilerplate requirements resume with Section 2.3 Milestones and Deliverables.

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, 2009 through June 30, 2010 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 States'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.

F. 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.

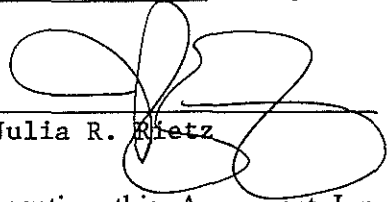
32. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

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 13th day of July, 2009.

Champaign County, Illinois

BY: 
Julia R. Kietz

State's Attorney of

Champaign County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from _____, 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)

FEIN #37-600-6910
(Social Security Number)

C. Pius Weibel
(Print Name)

County Board Chairman
Title

1776 E. Washington Street
Street Address

Urbana, IL 61802
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

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____ N/A _____

2.4 VENDOR / STAFF SPECIFICATIONS

Any staff specifications are detailed in Section 2.2 Supplies and/or Services Required.

2.4.1 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State. This contract or any part thereof shall not be subcontracted, assigned, or delegated without a signed subcontract on file with contractor. See Section 4.10 in State Supplemental Terms and Conditions.

Subcontractor Name	Amount to be paid
--------------------	-------------------

2.5 DELIVERY SPECIFICATIONS:

2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

2.7 SCHEDULE OF WORK

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

See attached State Supplemental Terms and Conditions as applicable.

3 PRICING

3.1 METHOD AND RATE OF COMPENSATION

Vendor shall be compensated by the following method:

- | | |
|---|---|
| <input type="checkbox"/> hourly _____ | <input type="checkbox"/> monthly _____ |
| <input type="checkbox"/> day _____ | <input type="checkbox"/> other (specify) _____ |
| <input type="checkbox"/> annually _____ | <input checked="" type="checkbox"/> <u>The Department will pay per the payment rates listed on the attached "Rate Schedule"</u> |
| <input type="checkbox"/> project _____ | |
| <input type="checkbox"/> item _____ | |

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES

- Firm Price _____
 Estimated Price \$36,000.00

3.3 RENEWAL COMPENSATION

If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 EXPENSES

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT

N/A % discount for payment within __ days of receipt of invoice

3.6 TAX

Vendor may request the applicable Agency Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING

Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

Send invoices to: _____

RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	ADOPTION SUBSIDY / LEGAL	7/1/2009	6/30/2010	0302	\$3,000.00

3.8 PAYMENT TERMS AND CONDITIONS

- 3.8.1** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (**30 ILCS 105/25**).
- 3.8.2** Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (**30 ILCS 540**) and rules (**74 Ill. Adm. Code 900**) when applicable. 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.
- 3.8.3** The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.
- 3.8.4** As a condition of receiving 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 resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (**30 ILCS 500/25-60(b)**).
- 3.8.5** As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

The State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

Vendor and its subcontractors shall maintain books and records relating to the 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 three 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 three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive 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 and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for 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. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. 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 disclosing Party, either during the period of the Contract or thereafter. The receiving Party 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 end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.6 USE AND OWNERSHIP

All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY

The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE

Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.9 INDEPENDENT CONTRACTOR

Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING

This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT

Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 COMPLIANCE WITH THE LAW

The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Adm. 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. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT

If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other 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 (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY

The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5. CERTIFICATIONS AND CONFLICTS

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:

- 5.1 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.
- 5.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).
- 5.3 Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency 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 on 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**).
- 5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (**30 ILCS 500/25-80**).
- 5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (**30 ILCS 500/50-5**).
- 5.6 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 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 five 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 State shall declare the Contract void if this certification is false (**30 ILCS 500/50-10.5**).
- 5.8 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 State 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**).
- 5.9 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 acknowledges that failure to comply can result in the Contract being declared void.
- 5.10 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 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 State may declare the Contract void **(30 ILCS 500/50-14)**.

- 5.11** 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)**.
- 5.12** Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 5.13** 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)**.
- 5.14** In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception **(30 ILCS 565)**.
- 5.15** Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees **(30 ILCS 580)**.
- 5.16** 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)**.
- 5.17** 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 5/33 E-3, E-4)**.
- 5.18** 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)**.
- 5.19** 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)**.
- 5.20** 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, or indentured labor under penal sanction **(30 ILCS 583)**.
- 5.21** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 **(30 ILCS 584)**.
- 5.22** Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code **(30 ILCS 500/50-14.5)** that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act **(410 ILCS 45)** are prohibited from doing business with the State until the violation is mitigated".
- 5.23** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with **Executive Order No. 1 (2007)**. The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.24** In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.

5.25 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, 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 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- a) 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 \$106,447.20**). (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.);
- b) the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$177,412.00**).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 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 \$354,824.00**) from the firm, partnership, association or corporation.

5.26 Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

- Vendor is not required to register as a business entity with the State Board of Elections.
- Or
- Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

6. SUPPLEMENTAL PROVISIONS

6.1 **ENTIRE CONTRACT**

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. This Contract can be signed in multiple counterparts. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions 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. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

_____ Definitions

_____ Public Works Requirements (820 ILCS 130/4)

_____ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

_____ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

_____ Prohibition on Contingent Fees (certain federally funded contracts)

_____ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

X State Supplemental Terms and Conditions

_____ Budget

_____ Exhibit C (Independent Audit, Cost and Financial Reporting)

Exhibit E (CFS 968-32 Civil Rights Reporting) *if greater than 15 employees does not apply county government per Eva Maroon Ld*

_____ Exhibit F (Agency Board Member's Information)

_____ Vendor Supplemental Terms and Conditions

_____ Other (Specify) _____

STATE SUPPLEMENTAL TERMS AND CONDITIONS

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.

1.4 TERMINATION FOR CONVENIENCE

Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.

2.3 SUPPLIES AND/OR SERVICES REQUIRED

- a) The Contractor shall comply with Department employment requirements in effect during the Contract Term.
- b) In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term, or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.
- c) In the event of a conflict between a provision(s) of the Program Plan Supplies and/or Services Required and any other Contract requirement(s), the Contract requirement(s) shall apply.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

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.

2.11 OTHER SPECIFICATIONS

- a) 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. In cooperation with the OIG, the Contractor agrees to the following:
 - 1) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
 - 2) 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.
 - 3) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
 - 4) To allow and encourage employees to speak to the OIG regarding pending investigations.
- b) 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).
- c) 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.

- d) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract grant, loan or cooperative agreement.
- e) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- f) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- g) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- h) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i) The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the DCFS Advocacy Office for Children and Families or by checking on the DCFS Website at www.state.il.us/dcfs. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.

3.1 METHOD AND RATE OF COMPENSATION

When applicable, the Department will pay per the payment rates listed on the attached "Rate Schedule."

3.3 RENEWAL COMPENSATION

The Department reserves the right to modify the contract amount, unless otherwise noted in Section 2.3 Milestones and Deliverables, based on prior year expenditures or projected utilization.

3.7 INVOICING

For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.

3.8 PAYMENT TERMS AND CONDITIONS

- a) Section 1.2060 of Title 44 of the Illinois Administrative Code, Subtitle A, Ch.1, Part 1a) Standard Procurement, requires, in relevant part, that: Except in an emergency, or where immediate performance is necessary to protect the programmatic interest of the agency and all required approvals have been obtained, the vendor selected for award shall not begin any billable work or charge expenses prior to final execution of the contract by the State. These requirements are also reflected in the State of Illinois Office of the Comptroller Procedure 15.20.30, which applies to all Department contracts for professional or artistic services involving the expenditure of more than \$5,000.00.

- b) 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. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
- c) 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.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

- a) 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).
- b) 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.
- c) 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.
- d) The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- e) 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.

4.5 CONFIDENTIAL INFORMATION

- a) Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
- b) The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.
- e) The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

4.6. USE AND OWNERSHIP

- a) Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.

- b) Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
- c) The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
- d) The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
- e) The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
- f) Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.
- g) All Equipment the Department assigns to Vendors and Contractors or Equipment otherwise purchased with State or federal funds received from the Department, is owned by the Department of Children and Family Services. The use of State-owned property for personal use or private gain is strictly prohibited. Vendors and Contractors assigned Equipment must also properly use, maintain, secure, and store the Equipment in accordance with Department Administrative Procedures 19 and 20. Vendors and Contractors shall return all Equipment to the Department upon request.
- h) The Contractor is strictly prohibited from using any funds provided under this contract for the purchase or acquisition of real estate or other real property.

4.10 ASSIGNMENT AND SUBCONTRACTING

- a) This contract or any part thereof shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
- b) Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall comply with all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.

- c) At a minimum, all written contracts between a subcontractor and Contractor shall specify the following information:
- 1) Date of Agreement;
 - 2) Parties to the Agreement;
 - 3) Location and address of the subcontractor's principal office(s);
 - 4) Subcontractor's Federal Taxpayer Identification Number (FEIN) or Social Security Number;
 - 5) Scope of services the subcontractor will be required to provide;
 - 6) Outcomes and results;
 - 7) Means by which services will be provided and the location where the services will be provided
 - 8) Unit of service upon which payment will be based;
 - 9) How often the Contractor will make payments to the subcontractor. Contractors shall make payments to subcontractors no less than on a quarterly basis;
 - 10) Maximum amount payable under the subcontract;
 - 11) Term of the subcontract;
 - 12) Subcontract expiration date;
 - 13) Conditions for early subcontract termination, if any; and,
 - 14) A certification by the subcontractor that its services will comply with DCFS rules, regulations, procedures, and policy guides.
- d) To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontractor shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service.

4.13 BACKGROUND CHECK

- a) 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, drug testing in accordance with Administrative Procedure #24, 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.
- b) The authorization required by the Department's background check screening process identified in Paragraph 4.13 a) above shall be on forms prescribed by the Department and comply with Department Rule 385 (Background Checks). A Contractor's failure to comply with the background check screening requirements shall constitute grounds for immediate contract termination and the Contractor's reimbursement of costs and expenses to the Department for all background check screenings authorized by the Contractor for applicants who are not persons subject to background checks as defined in Department Rule 385.20. "Persons subject to background checks" means:
- * the operators of the child care facility;
 - * all current and conditional employees of the child care facility;
 - * any person who is used to replace or supplement staff
 - * any person who has access to children, as defined in this Section; and
 - * any person who provides services that allow unsupervised access to children if the requirement for background checks is a condition of a contract or agreement or is required otherwise under 89 Ill. Adm. Code 357, Purchase of Service.

If the child care facility operates in a family home, the license applicants and all members of the household age 13 and over are subject to background checks, as appropriate, even if these members of the household are not usually present in the home during the hours the child care facility is in operation.

c) All persons subject to background check screening must complete the Department's authorization forms and certify by their signature that the information provided on their authorization forms is true and accurate and acknowledge that any misrepresentation and/or omission of any material fact on the authorization forms shall render him or her ineligible to perform services pursuant to the Contractor's DCFS contract.

4.18 NOTICES

- a) For any address change, the Contractor will give written notice of any change(s) of its principal office address at least 30 days in advance of the change.
- b) Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

5.24 CERTIFICATIONS AND CONFLICTS

The Contractor will create and adopt a Conflict of Interest Policy that reflects the specifications outlined in Department Rule 437, Conflict of Interest.

RESOLUTION NO. 7045

RESOLUTION APPROVING THE FRANCHISE AGREEMENT BETWEEN COMCAST
AND CHAMPAIGN COUNTY

WHEREAS, Comcast of Illinois/Indiana/Ohio, LLC (hereinafter "Comcast") proposes to enter into a Franchise Agreement with the County of Champaign (hereinafter "County") for the construction, operation, and maintenance of a cable system; and

WHEREAS, The County has determined the financial, legal, and technical abilities of Comcast are reasonably sufficient to provide the services, facilities, and equipment necessary to met the future cable-related needs of the community; and

WHEREAS, A Franchise Agreement has been prepared setting forth the terms and conditions under which the County will grant Comcast a nonexclusive franchise to construct and operate a cable system within Champaign County; and

WHEREAS, The Franchise Agreement is entered into under the authority of the Cable Communications Policy Act of 1984, as amended from time to time;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute a Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July, A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

FRANCHISE AGREEMENT

July 2009

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Champaign, Illinois (hereinafter, the "County") and Comcast of Illinois/ Indiana/ Ohio, LLC (hereinafter, "Grantee") 24th day of July, 2009 (the "Effective Date").

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act").

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System," "System," "Cable Communications System," or "CATV System," shall be defined in accordance with the Cable Act definition found at 47 USC 522 which reads as follows: the term "cable system" means a facility, consisting of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of this chapter, except that such facility shall be

considered a cable system (other than for purposes of section 541(c) of this title) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open video system that complies with section 573 of this title; or (E) any facilities of an electric utility used solely for operating its electric system.; 47 USC 522

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means the County of Champaign, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“Effective Date” – shall mean the date as indicated on the first page of this agreement.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/ Indiana/ Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to City of Dallas, Texas v. FCC., 118 F.3d. 393 (5th Cir. 1997) and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena” case, City of Pasadena, California, et al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. FCC., 56 F. 3d. 151 (5th Cir. 2003).

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. Nonexclusive Franchise Authority. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be 10 years from the Effective Date unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement shall replace all existing franchise agreements, including

the Prior Franchise, with the Grantee, regardless of whether said franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. In the event the County grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a cable system, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.5.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6 Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as

customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.3. The Grantee shall not be required to relocate its facilities unless it has been afforded at least 30 days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. The Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

3.4. Tree Trimming. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System, subject to notification to the affected land owner excluding emergency situations.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes located within 125 feet of the Grantee's distribution cable.

4.1.2. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The County agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) days written notice of the date of availability of open trenches.

4.4 The Grantee and County acknowledge that complimentary service for schools is included in 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each Illinois accredited K-12 public and private school, not including "home schools," located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable.

4.5 The Grantee and County acknowledge that complimentary service for municipal buildings is included in 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each Municipal Building located in the Franchise Area within one hundred twenty-five (125) feet of Grantee's distribution cable. "Municipal Buildings" are those building owned by the County for government administrative purposes and shall not include buildings owned by County but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 5 - Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period. Any undisputed franchise fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest from the time of the discovery of the delinquent payment at an annual rate equal to prime lending rates as quoted by Chase Bank U.S.A or its successor, whichever is higher, computed daily from time due until paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1 Interest shall only apply to delinquent payments that are solely attributable to the actions of the Grantee. Therefore, where information or data that would be germane to the Grantee's ability to collect, calculate or remit the correct payment is within the control of the County and the Grantee has made reasonable efforts to effect an accurate calculation in the event of a delinquent or corrective payment being made no interest shall apply to any such payments.

5.2. Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the County shall have the right to inspect the Grantee's financial records used to calculate the County's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the County receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of an independent audit by the County, the County shall provide to the Grantee a final report setting forth the County's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the County with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the County by the Grantee, or overpayment to the County by the Grantee as the case may be, as a result of any such audit. In the event an agreement is not reached, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the County as a result of such audit shall be paid to the County by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Any overpayment by the Grantee to the County shall be credited against subsequent franchise fee payments by the Grantee to the village until such time as the overpayment is fully credited; or shall be paid by the County to the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount" in the event no subsequent franchise fee payments are due to the County. In the event Grantee does not pay the "Finally Settled Amount" within thirty days (30), Grantee shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate from the due date for payment of the "Finally Settled Amount."

5.2.4. Once the parties agree upon a "Finally Settled Amount" and such amount is paid by or credited to the Grantee, the County shall have no further rights to audit or challenge the payment for that period. The County shall bear the expense of its audit of the Grantee's books and records.

5.3. Maintenance of Books, Records, and Files.

5.3.1. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the County has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7 – Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars

(\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

7.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, provided that the County shall give the Grantee written notice of its obligation to indemnify and defend the County within ten (10) business days of receipt of a claim or action pursuant to this Section. If the County determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

SECTION 8 - System Description

8.1. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.

SECTION 9 - Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10 - Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise, within a specific time-frame or would trigger a timeline that would affect one or both parties' rights under this franchise, shall be made in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

Champaign County Administrator
1776 E. Washington Street
Urbana, Illinois 61802
Attn: Deb Busey

To the Grantee: Comcast
303 E. Fairlawn Drive
Urbana, Illinois 61081
Attn: Manager of Government Affairs

With a copy to: Comcast
1500 McConnor Pkwy
Schaumburg, IL 60173
Attn: Vice President, Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

11.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

11.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the County of Champaign:

By: _____

Name: _____

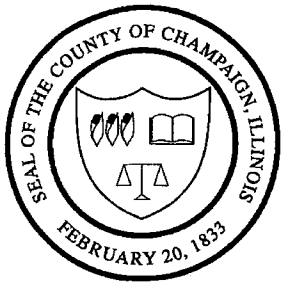
Title: _____

**For Comcast of Illinois/ Indiana/ Ohio,
LLC**

By: _____

Name: _____

Title: _____



COUNTY BOARD ADDENDUM

County of Champaign, Urbana, Illinois

Thursday, July 23, 2009 – 7:00 p.m.

*Lyle Shields Meeting Room, Brookens Administrative Center
1776 East Washington Street, Urbana*

XII COMMITTEE REPORTS:

D. FINANCE COMMITTEE

16. Adoption of Resolution No. 7051 – Emergency Budget Amendment
 - A. Emergency Budget Amendment #09-00069
Fund: 474 – RPC USDA Revolving Loans
Dept: 785 – USDA Intermediary Relending Program
Increased Appropriations: \$21,000
Increased Revenue: \$761,000
Reason: Receipt of USDA Intermediary Relending Loan Funds to support economic development incentives, New business, business expansion, creation of employment Opportunities, and job retention in rural areas. Balance - Sheet Account 474-000-132.17

17. Adoption of Resolution No. 7052 – Emergency Budget Amendment
 - A. Emergency Budget Amendment #09-00070
Fund: 075 – Regional Planning Commission
Dept: 785 – USDA Intermediary Relending Program
Increased Appropriations: \$15,000
Increased Revenue: \$15,000
Reason: To accommodate administrative expenses Related to receipt of USDA Intermediary Loan Funds, i.e. loan processing, collection, reporting

18. Adoption of Resolution No. 7053 – Emergency Budget Amendment
 - A. Emergency Budget Amendment #09-00071
Fund: 475 – RPC Economic Development Loans
Dept: 784 – County Rehab Revolving Loans
Increased Appropriations: \$250,000
Increased Revenue: \$0
Reason: To accommodate match required by receipt of new USDA Intermediary Loan Funds. Sufficient revenue in the form of repaid loan principal and interest is available to Accommodate this expenditure

XII OTHER BUSINESS

- B. Adoption of Resolution No. 7054 Settlement of claims against Farnsworth Group

RESOLUTION NO. 7051

EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00069

Fund 474 RPC USDA Revolving Loans
Dept. 785 USDA Intermediary Relending Program

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
534.03 Remit Loan Payments	\$6,000
571.75 To Regional Planning Commission Fund 075	<u>\$15,000</u>
Total	\$21,000
Increased Revenue:	
331.13 USDA Intermediary Relending Program	\$500,000
381.75 Reimbursement From RPC Loan Fund 475	\$250,000
361.10 Investment Interest	\$1,000
361.20 Interest on Loans	<u>\$10,000</u>
Total	\$761,000

REASON: Receipt of USDA Intermediary Relending Loan Funds to support economic development incentives, new business, business expansion, creation of employment opportunities, and job retention in rural areas. Balance Sheet Account 474-000-132.17

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00069

FUND 474 RPC USDA REVOLVING LOANS DEPARTMENT 785 USDA INTMD RELENDING PROG

INCREASED APPROPRIATIONS:

<u>ACCT. NUMBER & TITLE</u>	<u>BEGINNING BUDGET AS OF 12/1</u>	<u>CURRENT BUDGET</u>	<u>BUDGET IF REQUEST IS APPROVED</u>	<u>INCREASE (DECREASE) REQUESTED</u>
474-785-534.03 REMIT LOAN PAYMENTS	0	0	6,000	6,000
474-785-571.75 TO REG PLAN COMM FUND 075	0	0	15,000	15,000
TOTALS	0	0	21,000	21,000

INCREASED REVENUE BUDGET:

<u>ACCT. NUMBER & TITLE</u>	<u>BEGINNING BUDGET AS OF 12/1</u>	<u>CURRENT BUDGET</u>	<u>BUDGET IF REQUEST IS APPROVED</u>	<u>INCREASE (DECREASE) REQUESTED</u>
474-785-331.13 USDA INTMD RELENDING PROG	0	0	500,000	500,000
474-785-381.75 REIMB FRM RPC LOAN FND475	0	0	250,000	250,000
474-785-361.10 INVESTMENT INTEREST	0	0	1,000	1,000
474-785-361.20 INTEREST ON LOANS	0	0	10,000	10,000
TOTALS	0	0	761,000	761,000

EXPLANATION: RECEIPT OF USDA INTERMEDIARY RELENDING LOAN FUNDS TO SUPPORT ECONOMIC DEVELOPMENT INITIATIVES, NEW BUSINESS, BUSINESS EXPANSION, CREATION OF EMPLOYMENT OPPORTUNITIES, AND JOB RETENTION IN RURAL AREAS.

BALANCE SHEET ACCOUNT 474-000-132.17

<u>DATE SUBMITTED:</u> 7/20/09	<u>AUTHORIZED SIGNATURE</u> <i>MJ Rodman</i>	** PLEASE SIGN IN BLUE INK **
-----------------------------------	---	--------------------------------------

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ **DATE:** _____

RESOLUTION NO. 7052
EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00070

Fund 075 Regional Planning Commission
Dept. 785 USDA Intermediary Relending Program

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-Time Employees	\$10,000
522.02 Office Supplies	\$1,000
522.06 Postage, UPS, Fed Express	\$100
522.15 Gasoline and Oil	\$100
533.12 Job-Required Travel Expense	\$1,000
533.33 Telephone Service	\$250
533.70 Legal Notices, Advertising	\$500
533.84 Business Meals/Expenses	\$500
533.95 Conferences and Training	\$550
544.33 Furnishing, Office Equipment	<u>\$1,000</u>
Total	\$15,000
Increased Revenue:	
371.47 From RPC USDA Loan Fund 474	<u>\$15,000</u>
Total	\$15,000

REASON: To accommodate administrative expenses related to receipt of USDA Intermediary Loan Funds, i.e. loan processing, collection, reporting.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 785 USDA INTMD RELENDING PROG

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	15,000	15,000

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	15,000	15,000

EXPLANATION: TO ACCOMMODATE ADMINISTRATIVE EXPENSES RELATED TO RECEIPT OF US DA INTERMEDIARY LOAN FUNDS, I.E. LOAN PROCESSING, COLLECTION, REPORTING.

DATE SUBMITTED: <p style="text-align: center;">7/20/09</p>	AUTHORIZED SIGNATURE ** PLEASE SIGN IN BLUE INK ** <p style="text-align: center;"><i>MJ Roden</i></p>
---	---

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

--	--

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-785-511.03 REG. FULL-TIME EMPLOYEES	0	0	10,000	10,000
075-785-522.02 OFFICE SUPPLIES	0	0	1,000	1,000
075-785-522.06 POSTAGE, UPS, FED EXPRESS	0	0	100	100
075-785-522.15 GASOLINE & OIL	0	0	100	100
075-785-533.12 JOB-REQUIRED TRAVEL EXP	0	0	1,000	1,000
075-785-533.33 TELEPHONE SERVICE	0	0	250	250
075-785-533.70 LEGAL NOTICES, ADVERTISING	0	0	500	500
075-785-533.84 BUSINESS MEALS/EXPENSES	0	0	500	500
075-785-533.95 CONFERENCES & TRAINING	0	0	550	550
075-785-544.33 FURNISHINGS, OFFICE EQUIP	0	0	1,000	1,000
TOTALS	0	0	15,000	15,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-785-371.47 FROM RPC USDA LOAN FND474	0	0	15,000	15,000
TOTALS	0	0	15,000	15,000

RESOLUTION NO. 7053
EMERGENCY BUDGET AMENDMENT

July 2009

FY 2009

WHEREAS, An immediate emergency exists within the following fund; and

WHEREAS, The following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment within the 2008-2009 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the 2008-2009 budget.

Budget Amendment #09-00071

Fund 475 RPC Economic Development Loans
Dept. 784 County Rehab Revolving Loans

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Increased Appropriations:		
571.47 To RPC USDA Loan Fund 474		<u>\$250,000</u>
	Total	<u>\$250,000</u>
Increased Revenue:		
None: from Fund Balance		<u>\$0</u>
	Total	<u>\$0</u>

REASON: To accommodate match required by receipt of new USDA Intermediary Loan Funds. Sufficient revenue in the form of repaid loan principal and interest is available to accommodate this expenditure.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 23rd day of July A.D. 2009.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 09-00071

FUND 475 RPC ECON DEVELOPMNT LOANS DEPARTMENT 784 COUNTY REHAB REVOLV LOANS

INCREASED APPROPRIATIONS:

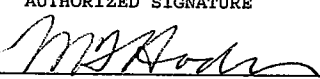
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
475-784-571.47 TO RPC USDA LOAN FUND 474	0	0	250,000	250,000
TOTALS	0	0	250,000	250,000

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: TO ACCOMMODATE MATCH REQUIRED BY RECEIPT OF NEW USDA INTERMEDIARY LOAN FUNDS.

SUFFICIENT REVENUE IN THE FORM OF REPAID LOAN PRINCIPAL AND INTEREST IS AVAILABLE TO ACCOMMODATE THIS EXPENDITURE.

DATE SUBMITTED: <u>7/20/09</u>	AUTHORIZED SIGNATURE 	** PLEASE SIGN IN BLUE INK **
-----------------------------------	---	-------------------------------

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____
