



COUNTY BOARD ADDENDUM

County of Champaign, Urbana, Illinois
Thursday, June 18, 2015 – 6:30 p.m.

Lyle Shields Meeting Room, Brookens Administrative Services
1776 East Washington Street, Urbana, IL 61801

XIII. New Business:

A. Finance

3. Adoption of Resolution No. 9286 Approving Contract with Pepsi-Cola for Food and Beverage Vending Machine Services
4. Adoption of Resolution No. 9284 Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Thomasboro
5. Adoption of Resolution No. 9285 Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Ludlow

B. County Facilities

1. Adoption of Resolution No. 9287 Approving Contract with Bailey Edward for Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign, Illinois
2. Approval of Release of Bid ITB 2015-006 for Concrete Wall Panel Rehabilitation for Satellite Jail, Juvenile Detention Center and Highway Facility

*Roll Call

**Roll call and 15 votes

***Roll call and 17 votes

****Roll call and 12 votes

RESOLUTION NO. 9286

RESOLUTION APPROVING CONTRACT WITH PEPSI-COLA for FOOD and
BEVERAGE VENDING MACHINE SERVICES

WHEREAS, The Champaign County Finance Committee authorized the issuance of RFP 2015-005 for Food and Beverage Vending Machine Services on May 12, 2015; and

WHEREAS, Champaign County received one response to RFP 2015-005 for Food and Beverage Vending Machine Services from Pepsi-Cola on June 5, 2015; and

WHEREAS, pursuant to the parameters and guidelines established by RFP 2015-005, the County Administrator has negotiated a contract with Pepsi Cola for Food and Beverage Vending Machine Services and recommends to the County Board approval of said contract as documented in the Attachment to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, Illinois, that the contract with Pepsi-Cola for Food and Beverage Vending Machine Services as requested in RFP 2015-005 and documented in the Attachment to this Resolution is approved; and

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois, that the County Board Chair is hereby authorized to execute the Contract with Pepsi-Cola for Food and Beverage Vending Machine Services, on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of June, A.D. 2015.

Patsi Petrie, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board



OPERATING AGREEMENT – FOOD, SNACKS & BEVERAGES VENDING SERVICES

This **OPERATING AGREEMENT** (the “Agreement”) is made as of July 1, 2015 between the **County of Champaign**, with offices at 1776 East Washington Street, Urbana, Illinois 61802 and Pepsi-Cola Champaign-Urbana Bottling Company, a Delaware Corporation, hereinafter known as Pepsi-Cola, having its principal place of business at 1306 West Anthony Drive, Champaign, Illinois.

WITNESSETH:

1. **AGREEMENT & TERM:** The County hereby grants to Pepsi-Cola the exclusive right to provide food, snacks & beverage vending services for County staff and visitors at Champaign County buildings located in Urbana, Illinois. Pepsi-Cola hereby agrees to furnish a variety of food, snacks and beverages to County staff and visitors in accordance with this Agreement.

The term of this agreement will be for a three year period with the County reserving the right to renew the agreement for an additional 24 months. In no event shall the term plus renewal exceed five years.

2. **OPERATIONAL RESPONSIBILITIES:**

A. Facilities & Equipment: Pepsi-Cola shall at its expense provide Champaign County with adequate, state of the art beverage, snack, sandwich and coffee equipment by mutual agreement at the County’s facilities completely equipped and ready to operate as required for the efficient performance of the Agreement.

Pepsi-Cola will provide a lease agreement for each machine placed on County property. Each agreement will detail the location of each machine as well as the serial number and Energy Star Rating of each machine. Each agreement will be signed by the County Administrator and Pepsi-Cola. The vending equipment will be owned throughout the contract period by Pepsi-Cola, the County shall have no title to the vending equipment during the contract period. Pepsi-Cola will notify the proper County personnel of the need for equipment repairs or replacement. Service calls on an emergency basis will be handled immediately, within the hour, and County personnel will be notified when action has been taken. Non-emergency items are handled within two hours, and County personnel will be notified when action has been taken. Any repeat call for a non-emergency item will be considered an emergency. In addition, Pepsi-Cola will provide County personnel with “out of order” signage to be affixed to the vending equipment as needed. Removal of equipment upon contract termination, including restoring the location to pre-installation condition, is the responsibility of Pepsi-Cola.



B. Refund Policy: Pepsi-cola will provide County personnel with a refund bank, the amount to be determined by Pepsi-Cola. The refund bank will be used to refund County employees. There will be a decal located on each machine providing a local phone number for the general public to use when calling in a complaint or requesting a refund. Champaign County will not provide refunds to the general public.

C. Vending Services: Pepsi-Cola will be responsible for ensuring vending machines are stocked with nationally advertised products meeting USDA requirements. All products must be date coded where appropriate to ensure quality of freshness. Pepsi-Cola shall maintain a product balance of 30% low fat products in all vending machines. Offered products will be approved by the proper County personnel. Pepsi-Cola will keep all machines adequately stocked at all times with quantities and products consistent with demand in each building. Pepsi-Cola will work to accommodate all reasonable requests for products made by the proper County personnel. Pepsi-Cola personnel will fill machines twice per week or as needed. Deliveries and restocking of machines must be schedule to not occur or interfere with individual County start and closing times.

D. Personnel: Pepsi-Cola shall provide to the County Administrator a list of all personnel who will be servicing this Agreement, with this list to be updated with information as to any new Pepsi-Cola personnel who are servicing this Agreement, during this Agreement term. The names will be forwarded to the Sheriff for review. Any individual failing a background screening will not be allowed access to County facilities. The County Administrator shall be notified immediately of deletions or additions to the personnel list. Pepsi-Cola employees will wear the firm's uniforms and display identification.



3. FINANCIAL ARRANGEMENTS:

A. Cost & Pricing Issues: Cost for the food, snack & beverage products, for the first twelve months of the Agreement, to be provided by Pepsi-Cola to the County will conform to the response made by Pepsi-Cola to RFP 2015-005 as detailed in their proposal and further described in attachment G.

After the first twelve months of this Agreement, should Pepsi-Cola desire to negotiate a cost increase for these products with the County, the said cost increase will be negotiated between the County & Pepsi-Cola, with cost increases to be limited to cost increases in the normal retail prices at area supermarkets in Champaign County, Illinois. Pepsi-Cola must provide a comparison of the product cost pursuant to this agreement, retail price in vending machines, and average retail price for the same period in area supermarkets, with the said retail prices not to include special promotions or weekend or holiday specials.

B. Commission: Pepsi-Cola will pay the County a commission of 15% on all snack, sandwich and beverage revenues. Pepsi-Cola will submit quarterly sales data by facility and per vending machine, which said report shall detail calculation of commission amounts and total paid per machine, to the County Administrator, together with the commission check. Champaign County will have the right to audit these reports.

4. TERMINATION OF AGREEMENT:

A. Termination for default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party which is not cured within sixty (60) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

B. Termination for Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon one hundred twenty (120) days notice to the other party.

B. Consequences of Termination: If this Agreement is terminated under any circumstances, the County and Pepsi-Cola pursuant to this Agreement shall fulfill their respective responsibilities prior to the termination date in accordance with the terms and conditions of this Agreement.



5. INSURANCE & INDEMNIFICATION:

Pepsi-Cola shall furnish certificates of insurance as follows:

Worker's Compensation insurance as required by law. Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. Pepsi-Cola may satisfy these requirements through a combination of primary and excess coverage.

Pepsi-Cola shall at all times during the duration of this agreement keep its equipment fully covered by its own insurance for any losses or damages caused by theft, vandalism, fire and other hazards.

Pepsi-cola agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Pepsi-Cola in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. None of the County's officers, employees, agents, servants or contractors are or will be deemed to be agents or employees of Pepsi-Cola and no liability is or will be incurred by Pepsi-Cola to such persons, except for bodily injury to such persons caused by Pepsi-Cola's sole negligence. The County agrees to defend, indemnify and hold Pepsi-Cola harmless from any liability claim caused by the County's officers, employees, agents, servants or contractors. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.



6. **VENDING ITEMS:** Due to security concerns, the Champaign County Sheriff shall have final approval on food/drink containers, packaging, delivery schedule, and delivery process.
7. **RECORD KEEPING and AUDITING:** The records of Pepsi-Cola and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County at the County's expense. Pepsi-Cola shall preserve all such records for a period of three years after the final payment, unless permission to destroy them is granted by the County, or for such longer period as may be required by law. Information regarding Pepsi-Cola's operations obtained during audits will be kept confidential.
8. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement and understanding between the County and Pepsi-Cola and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Pepsi-Cola.
9. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
10. **WAIVER:** The failure of Pepsi-Cola or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
11. **ASSIGNMENT:** Pepsi-Cola may not assign this Agreement without the County's prior written consent.
12. **GOVERNING LAW:** This Agreement shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois. Any lawsuit filed in connection with this Agreement may be brought in, or removed to, the appropriate state court or the federal court situated in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**Pepsi-Cola Champaign-Urbana Bottling Co.
A Delaware Corporation**

**County of Champaign
State of Illinois**

By: _____
Name: Steve Hamilton
Title: Vice-President/General Manager

By: _____
Name: Patsi Petrie
Title: Chair, Champaign County Board

Witness: _____

Witness: _____

RESOLUTION NO. 9284

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ANIMAL
IMPOUND AND CONTROL SERVICES WITH THE VILLAGE OF THOMASBORO

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. 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 Village of Thomasboro (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

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

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

WHEREAS, Intergovernmental Agreements for Animal Control and Impound Services between the County and the Village (hereinafter "Agreement") have been prepared; and

WHEREAS, the Agreements outline 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 Agreements for Animal Impound and Control Services with the Village of Thomasboro.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of June, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

**INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Thomasboro (hereinafter "Village") 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 the parties to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

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

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.

5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.
6. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator
 Village of Thomasboro
 P.O. Box 488
 Thomasboro, Illinois 61878

Champaign County Administrator
 1776 East Washington Street
 Urbana, Illinois 61802

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

VILLAGE OF THOMASBORO
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: [Signature]

By: _____

Date: 6-1-2015

Date: _____

ATTEST: [Signature]

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Village Attorney

B _____
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUNDMENT SERVICES**
(Village of Thomasboro – County of Champaign)

THIS AGREEMENT is made and entered by and between the Village of Thomasboro, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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 interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Thomasboro. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

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. 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 the animals delivered to it 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 shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment 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 Village 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 Village 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 such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15th day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village 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 Village of Thomasboro, 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. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President
Village of Thomasboro
P.O. Box 488
Thomasboro, Illinois 61878

Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF THOMASBORO
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: [Signature]

By: _____

Date: 7-1-2015

Date: _____

ATTEST:  ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Village Attorney

State's Attorney's Office

CB 2015-_____

RESOLUTION NO. 9285

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ANIMAL
IMPOUND AND CONTROL SERVICES WITH THE VILLAGE OF LUDLOW

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. 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 Village of Ludlow (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

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

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

WHEREAS, Intergovernmental Agreements for Animal Control and Impound Services between the County and the Village (hereinafter "Agreement") have been prepared; and

WHEREAS, the Agreements outline 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 Agreements for Animal Impound and Control Services with the Village of Ludlow.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of June, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Ludlow (hereinafter "Village") 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 the parties to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

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

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator
 Village of Ludlow
 P.O. Box 177
 Ludlow, Illinois 60949

Champaign County Administrator
 1776 East Washington Street
 Urbana, Illinois 61802

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

VILLAGE OF LUDLOW
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Pat Walker*

By: _____

Date: 6/1/15

Date: _____

ATTEST: *Sandra A. Long*

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Village Attorney

B _____
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUNDMENT SERVICES
(Village of Ludlow – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Ludlow, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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 interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Ludlow. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

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. 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 the animals delivered to it 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 shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment 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 Village 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 Village 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 such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15th day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village 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 Village of Ludlow, 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. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President
Village of Ludlow
P.O. Box 177
Ludlow, Illinois 60949

Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF LUDLOW
An Illinois Municipal Corporation

By: Peter Walkey

Date: 10/1/15

CHAMPAIGN COUNTY

By: _____

Date: _____

ATTEST: *Sandra C. Longly* ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jack Warden
Village Attorney

State's Attorney's Office

CB 2015-_____

RESOLUTION NO. 9287

RESOLUTION APPROVING CONTRACT WITH BAILEY EDWARD for FACILITY
CONDITION ASSESSMENT, DOCUMENTATION AND CAPITAL PLANNING STUDY
FOR THE COUNTY OF CHAMPAIGN, ILLINOIS

WHEREAS, The Champaign County Facilities Committee authorized the issuance of RFQ 2015-002 for Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign, Illinois on April 9, 2015; and

WHEREAS, pursuant to the parameters and guidelines established by RFQ 2015-002, the County Facilities Committee and County Board has selected Bailey Edward to be awarded the Contract for Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign, Illinois; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the award of Contract to Bailey Edward for the Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign, Illinois pursuant to the terms of the Contract as documented in the Attachment to this Resolution; and

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois, that the County Board Chair is hereby authorized to execute the Contract with Bailey Edward for the Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign, Illinois, on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of June, A.D. 2015.

Patsi Petrie, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

**AGREEMENT FOR
FACILITY CONDITION ASSESSMENT, DOCUMENTATION and
CAPITAL PLANNING STUDY CONSULTING SERVICES FOR
CHAMPAIGN COUNTY FACILITIES**

This Agreement, made and entered into this 18th day of June, 2015, by and between Champaign County, Illinois (hereinafter, the "County") and Bailey Edward Design, Inc. (hereinafter, the "Consultant").

WITNESSETH:

That the County and Consultant, for the consideration herein named, do hereby agree as follows:

ARTICLE 1

1.1 Scope of Work

1.1.1 This Agreement is for professional services to be rendered by Consultant to County with respect to a project known as Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign (hereinafter, the "Project"). The Project is described more particularly as follows:

A facility condition assessment and capital planning study to determine and evaluate the immediate, short, and long term capital renewal requirements that can be expected over the next 25 years for all Champaign County facilities. The Consultant is to evaluate the general condition of the building(s) and site improvements, review available construction documents in order to familiarize themselves with the physical conditions and setting and be able to comment on the in-place construction systems; life safety; accessibility; mechanical, electrical, and plumbing systems; and the general built environment. The Consultant will also provide Americans with Disabilities Act (ADA) compliance services for the County by acting independently to certify whether any alterations, additions, or modifications made by the County of Champaign during the term of the Settlement Agreement between the United States of America and Champaign County, Illinois comply with the applicable standard pursuant to 28 CFR§ 35.151(c) and the Appendix to 28 CFR§ 35.151(c).. The consultant will issue certifications pursuant to the Settlement Agreement by impartially preparing reports with photographs identifying the violation has been remediated, and will use the certification form required by the Settlement Agreement. The Consultant will be considered a neutral inspector for the purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The Consultant will also ensure advance notice of any inspections conducted in compliance with the Settlement Agreement so that the County can provide prior notice to the United States of said inspections to allow representatives of the United States to be present.

The primary goal of the Project is to gather the data necessary to understand the existing facilities condition, identify strategies to meet the facilities life cycle needs, provide a documentation protocol that can be maintained over time, and create an overall capital plan. The objectives include the following:

- Conduct comprehensive Facility Condition Assessments (FCAs) of the specified buildings through visual, non-destructive site assessments and review of existing building data and maintenance history in order to document existing facility requirements including deferred maintenance, recommended discretionary improvements, and code noncompliance issues;
- Identify and prioritize immediate-, short-, and long-term capital renewal requirements for each facility, including provision of opinions as follows:
 - **Probable Capital Needs – Immediate Repairs:** Immediate repairs are opinions of probable costs for conditions that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if left un-remedied, have the potential to result in or contribute to critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost. Immediate repair costs are items which require action in year one of the capital expenditure horizons.
 - **Probable Capital Needs – Capital Reserves:** Capital Reserves are for recurring probable expenditures that are not classified as operation or maintenance expenses. The modified capital reserves should be budgeted for in advance on an annual basis. Capital reserves are reasonably predictable both in terms of frequency and cost. However, capital reserves may also include components or systems that have an indeterminable life but nonetheless have a potential liability for failure within an estimated time period.
 - **Remaining Useful Life Estimates:** Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, provide opinions as to when a system or component will most probably necessitate replacement. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors to be considered in determining the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system should be reported as the EUL less its effective age.
- Develop the average capital renewal cost per square foot per year for each of the specified buildings;
- Estimate the current day replacement cost for each of the specified buildings;
- Calculate the Facility Condition Index (FCI) for each of the specified buildings, as well as the total FCI;
- Extrapolate the FCI over the entire facility portfolio using factors such as building use/type, age, and area;
- Develop and analyze multiple funding scenarios for the specified buildings illustrating the level of funding required to meet capital renewal requirements and to achieve a target FCI; and
- Development documentation protocols and tools that can be maintained over time to track the data necessary to update the FCI and overall capital plan.

1.1.2 The Consultant will perform condition assessments for all items described in the Basic Services. However, for the County’s Downtown Jail, Satellite Jail building assessments and the Nursing Home mechanical, electrical, plumbing and fire protection system assessments will be performed by the Architectural/Engineering firms previously selected and compensated directly by the County. The Consultant will be assigned work with the pre-selected architectural engineering firms,

and will coordinate their work so that the engineering assessments are incorporated into the Consultant's report to provide one comprehensive document for each facility.

1.1.3 By his execution of this Agreement, the Consultant represents and agrees that it is qualified to and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

1.1.4 Time is of the essence with respect to this Agreement.

1.1.5 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 4 hereof. Compensation to the Consultant for Basic Services under this Agreement shall be as set forth herein.

ARTICLE 2

RESPONSIBILITIES OF THE CONSULTANT

2.1 Services to be Provided

2.1.1 The Consultant shall provide the County with all services required to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

2.2. Standard of Care

2.2.1 The Consultant shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Consultant practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. The Consultant shall serve as a representative of the County in accordance with the terms and conditions of this Agreement.

2.2.2 The Consultant shall be responsible for all errors or omissions, in the drawings, specifications, reports or other documents prepared by the Consultant.

2.2.3 The Consultant shall correct at no additional cost to the County any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in any reports, drawings, specifications or other documents prepared by the Consultant.

2.2.4 The Consultant shall assure that all reports, drawings, specifications or other documents prepared by it hereunder are in accordance with applicable laws, statutes, building codes and regulations and that all necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the Project.

ARTICLE 3

BASIC SERVICES

3.1 Basic Services

3.1.1 The Consultant shall perform as Basic Services that work and services described herein and in Attachment A.

3.1.2 The Basic Services will be performed by the Consultant in accordance with project schedules to be developed and attached to each work order and documented as additional Attachments to this Basic Agreement.

ARTICLE 4
DURATION OF SERVICES

4.1 **Scheduling of Services**

4.1.1 The Consultant shall schedule and perform his activities in a timely manner so as to meet the Milestone Dates referenced in Article 3.

4.1.2 Should the County determine that the Consultant is behind schedule, it may require the Consultant to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the County.

4.1.3 Commencement date for the Consultant's Basic Services shall be the date of delivery to the Consultant from the County of a fully executed original of this Agreement.

ARTICLE 5
COMPENSATION

5.1 **Compensation for Basic Services**

5.1.1 Compensation for Basic Services shall include all compensation due the Consultant from the County for all services under this Agreement except for any authorized Reimbursable Expenses which are defined herein. The Consultant's compensation for Basic Services shall be negotiated between the Consultant and County based on a mutually agreed scope of work for each work assignment. The compensation due the Consultant shall be stipulated in an addendum to the Agreement.

5.1.2 Payment for Basic Services shall become due and payable monthly in proportion to satisfactory services performed and work accomplished. Payments will be made monthly by the County within 30 calendar days of receipt of an invoice which is in form and substance acceptable to the County. Each invoice shall contain the Consultant's name and federal tax identification number.

5.2 **Reimbursable Expenses**

5.2.1 Reimbursable expenses are in addition to the fees for Basic Services and are for the following expenditures to the extent reasonable and actually incurred by the Consultant with respect to the Project:

5.2.2 Actual expenditures for postage, reproductions, photography, travel and long distance telephone charges directly attributable to this Project.

5.2.3 The actual cost of reproduction of reports, plans and specifications excluding documents for exclusive use by the Consultant.

5.2.4 The Consultant shall not be entitled to any mark-up on actual expenses which are incurred.

ARTICLE 6
RESPONSIBILITIES OF THE COUNTY

6.1 **Cooperation and Coordination**

6.1.1 The County has designated the Director of Facilities to act as the County's representative

with respect to the Project and shall have the authority to render decisions within guidelines established by the County Administrator and the County Board and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

ARTICLE 7 INSURANCE

7.1 General Requirements

The Consultant shall purchase and maintain and shall cause each of his Consultants to purchase and maintain, during the period of performance of this Agreement, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

7.1.1 Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

7.1.2 Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;

7.1.3 Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease and \$500,000 aggregate.

7.2 Evidence of Insurance

The Consultant agrees that with respect to the above required insurance that:

7.2.1 The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

7.2.2 The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

7.2.3 The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

7.2.4 Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance; and,

7.2.5 Have Champaign County named as an additional insured, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic, 1776 East Washington Street, Urbana, IL 61802.

7.2.6 Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, *Insurance Specialist*, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802.

7.3 Indemnity

7.3.1 The Consultant agrees to indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Consultant to indemnify the County to the fullest extent permitted under Illinois law.

ARTICLE 8
AMENDMENTS TO THE AGREEMENT

8.1 Changes in Basic Services

8.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Consultant. The Consultant shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

8.1.2 With respect to any Addendum or Amendment to this Agreement, the Consultant shall be compensated at the hourly rates shown in Attachment B to this Agreement, unless the Owner and the Consultant otherwise agree in writing.

ARTICLE 9
TERMINATION AND SUSPENSION

9.1 Termination for Convenience of the County

9.1.1 This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Consultant.

9.2 Other Termination

9.2.1 The Consultant may only terminate this Agreement based upon the County's material breach of this Agreement and after having given the County notice and a reasonable time to remedy the breach..

9.3 Compensation After Termination

9.3.1 In the event of termination, the Consultant shall be paid that portion of his fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Consultant.

9.3.2 Should this Agreement be terminated, the Consultant shall deliver to the County within seven (7) days, at no additional cost, all documents, drawings, and electronic data bases relating to the Project.

9.4 Waiver

9.4.1 The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Consultant with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

ARTICLE 10
ADDITIONAL PROVISIONS

10.1 Relationship of Parties

10.1.1 Consultant is an independent contractor of the County. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee or agent of the County. Consultant's personnel shall not be employees of, or have any contractual relationship with the County.

10.2 Limitation and Assignment

10.2.1 The County and the Consultant each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

10.3 Governing Law

10.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of Illinois.

10.4 Dispute Resolution

10.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the Sixth Judicial Circuit Court of Champaign County, Illinois, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

10.5 Extent of Agreement

10.5.1 This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

10.6 Severability

10.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

10.7 Ownership of Documents

10.7.1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the property of the County and may be used on any other project without additional compensation to the Consultant. The use of the documents by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County or such person or entity.

IN WITNESS WHEREOF, the parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

County of Champaign
1776 East Washington
Urbana, IL 61802

Bailey Edward Design, Inc.
1103 S. Mattis Avenue
Champaign, IL 61821

By: _____
Patti Petrie, Chair

By: _____

ATTACHMENT A
BASIC SERVICES – SCOPE OF WORK

Minimum Requirements

At a minimum, the following documents the minimum required scope of work to be completed. Any additional work not presented here, but recommended by Consultant, should be identified and described in the individual Building Attachments to this Agreement as noted in Article 3.1.2.

1-1 List of Facilities Included in the Study

The following table identifies the facilities that will be included in the Study, and will be subject to comprehensive Facility Condition Assessments (FCAs). A complete listing of the inventory of County-owned facilities will be provided to the Consultant by the County.

Champaign County Facilities¹

Building Name	Address	Square Footage
Courthouse	101 E Main, Urbana	46,839
Courthouse Addition	101 E Main, Urbana	99,500
Juvenile Detention Facility	400 Art Bartell Drive, Urbana	31,000
Brookens Administrative Center	1700 S Washington, Urbana	93,060
ILEAS Training Center	1701 E Main, Urbana	145,000
ILEAS Boiler House	Rear, 1701 E Main, Urbana	1,200
Highway Garage	Rear, 1701 E Main, Urbana	240
ESDA Garage	Rear, 1701 E Main, Urbana	4,800
Sheriff Garage	Rear, 1701 E Main, Urbana	10,800
Highway Garage	Rear, 1701 E Main, Urbana	6,000
Old Salt Building	Rear, 1701 E Main, Urbana	1,440
Highway Salt Dome	Rear, 1701 E Main, Urbana	7,854
Emergency Operation Center	1905 E Main, Urbana	19,600
Animal Control	210 S Art Bartell Road, Urbana	4,500
Nursing Home	500 Art Bartell Road, Urbana	133,192
Highway Fleet Maintenance	1605 E Main, Urbana	43,975
Coroner's Office	202 Art Bartell Road, Urbana	5,750
Election Supply	202 Art Bartell Road, Urbana	5,895
Physical Plant Shop	202 Art Bartell Road, Urbana	11,956
Nursing Home Storage	202 Art Bartell Road, Urbana	1,444
Total		674,045
Other Facilities		Area
County-maintained landscape, parking lots, and sidewalks		50 acres

¹Excludes the Sheriff/Correctional Center at 204 East Main Street, Urbana, and the Adult Detention Facility at 502 South Lierman Avenue, Urbana.

1-2 Document Review

The Consultant shall review all available documentation including drawings, historical capital renewal and maintenance data, etc. to become familiar with the facilities and gather pertinent information required to complete the work. This information shall be made available upon award of the Contract.

1-3 Physical Condition Assessments

Non-destructive visual condition assessments shall be completed at each facility identified in Section 3.1 to identify the types of building systems present, their overall respective conditions, and any particular deficiencies which may be apparent. The visual assessments shall be completed by a multi-disciplinary team of experienced professionals. At a minimum, the team should cover the following areas:

- Architectural (site elements, cladding, roof, windows, doors, interior finishes and systems, barrier-free accessibility, etc.);
- Structural (foundations, structure, etc.);
- Mechanical (plumbing, HVAC, etc.);
- Electrical (lighting, electrical components, etc.);
- Life Safety (fire alarm, sprinkler, exiting, fire separations, etc.); and
- Accessibility (Americans with Disabilities Act compliance – all aspects related to facilities and grounds).

Please note that the Mechanical System assessor shall not be the same individual as the Electrical System assessor unless the Respondent can illustrate that the proposed team member has significant professional expertise in both of these areas. The same is true for other areas noted above.

Digital photographs shall be taken by each discipline involved in the site assessments. Photographs shall include, at a minimum, building elevations, overviews of major building systems, and specific deficiencies observed during site assessments. Copies of the digital photographs shall be provided to the County of Champaign upon completion of this study in JPEG format, organized by facility and by discipline. In addition to the JPEG files, the successful Respondent shall include a photographic log in their final report.

1-4 Capital Renewal Requirements and Opinion of Probable Costs

The Consultant shall identify and prioritize immediate, short, and long term capital renewal requirements for each facility based on the site assessments and documentation review. The capital renewal requirements shall be organized by major discipline and by anticipated year of expenditure.

The evaluation term for this Study is 25 years. Capital renewal requirements shall be classified according to the following table:

Immediate Requirements	Building code, life safety, accessibility (ADA), deterioration/damage that could result in significant cost or other liability if not addressed
Short-Term Requirements	2016 through 2020
Long-Term Requirements	2021 and beyond

Opinions of probable costs shall be developed for all capital renewal requirements and shall be equivalent to a Class D Estimate as described in Section 1-9 of this Attachment A. The Consultant is responsible for collecting all necessary information from available documentation and site assessments to develop the opinions of probable costs (i.e. quantities, etc.).

Capital renewal requirements and opinions of probable costs shall be provided in spreadsheet form consisting of one spreadsheet per facility, as well as a summary spreadsheet containing the requirements and costs for all facilities identified in Section 3.1. The Consultant will include an electronic copy of the final spreadsheet(s) in Microsoft Excel (2010 Edition or newer) with their final report.

1-5 Facility Condition Index (FCI)

Based on the capital renewal requirements and the building replacement cost estimate, the Facility Condition Index (FCI) for each of the specified buildings (refer to Section 3.1) shall be calculated by the Consultant, as well as the total FCI. The Consultant may present this element of the Study in tabular or graphical format, but they must present the replacement value for each building that is used in the calculation.

This information will be used to support future capital funding requests and other related decisions.

1-6 Funding Scenarios

The County would like to evaluate multiple funding scenarios that would satisfy the capital renewal requirements identified during this Study for the specified buildings. As such, the Consultant will analyze and present multiple funding scenarios with the goal of responding to the following questions:

- What would the FCI look like over the duration of the evaluation period for each of the specified buildings?
- What would the FCI look like under different funding scenarios – no funding / required funding / limited funding / etc.?
- What is the optimal funding scenario required for the specified buildings to achieve a target FCI?

Consultant is to describe his methodology for the development of multiple funding scenarios for this Study as well as how they intend on presenting the funding scenarios in the final report.

1-7 Reporting

The final report shall consist of individual reports for each of the specified buildings (refer to Section 1-1). An executive summary level report shall also be provided which will include a summary of all pertinent results for the specified buildings (e.g. capital renewal spreadsheet, FCI summary, funding scenarios, etc.) in tabular and/or graphical formats as deemed appropriate.

Two (2) draft copies of the reports shall be provided at approximately 95% completion for review by the County of Champaign. Three (3) bound copies and one (1) electronic copy of the final reports shall be provided upon approval of the draft version by the County of Champaign. Provision for minor changes to the report content/format following a review of the draft reports from County of Champaign staff should be allowed for.

1-8 Presentation

Upon completion of the final reports, the Consultant will present the results to County of Champaign staff and respond to any questions or comments that may arise. The presentation should include a Microsoft PowerPoint slide show, handouts, photos, tables, and graphical representations, as required to convey the findings and recommendations in the reports. In addition to the presentation to staff, the Consultant will also be required to provide a separate presentation to County Facilities Committee at a later date.

1-9 Construction Cost Estimate Classifications

The Consultant shall provide construction cost estimates based on the following classifications as requested by the County.

Class A Estimate: Based on complete working drawings and specifications, and prepared prior to calling competitive tenders. This estimate should be sufficient to allow the County to reconcile and/or negotiate with any contractor with respect to their tender price.

Class B Estimate (Substantive): Based on design/preliminary drawings and outline specifications for the project, which include the designs of all major systems and subsystems, as well as the results of all site/installation investigations. This estimate should provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval.

Class C Estimate (Indicative): Based on a full description of the preferred option, construction/design experience, and market conditions. This estimate should be sufficient for making the correct investment decision, and obtaining preliminary project approval.

Class D Estimate: Based upon a statement of requirements, and an outline of potential solutions. This estimate is strictly an indication (rough order of magnitude) of the final project cost, and should be sufficient to provide an indication of cost and allow for ranking all the options being considered.

The following is a summary of the attributes of each classification of construction cost estimate.

Estimate Classification	Primary Attribute	Secondary Attributes			
	Project Definition	Intended Purpose	Methodology	Level of Precision	Preparation Effort
Class A	High (completed working documents)	Compliance with effective project approval (budget)	Measured, priced, full detail quantities	High	High
Class B (substantive)	Medium (completed design development)	Seeking effective project approval	Mainly measured, priced, detail quantities	Medium	Medium
Class C (indicative)	Low (project plan)	Seeking preliminary project approval	Measured, priced, parameter quantities where possible	Low	Low
Class D	Lowest (described solutions)	Screening of various alternative solutions	Various	Lowest	Lowest