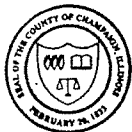


DOCUMENTS DISTRIBUTED TO THE COUNTY BOARD AT THE MEETING

COMMITTEE OF THE WHOLE JUNE 15, 2010

Contents:

1. County Clerk Items Under Policy Item IX.C.2
Memo re: Early Voting on Campus – Pages 1-2
Memo re: Polling Place Consideration – Pages 3-9
2. County Administrator's Items under Finance Item X.E
A. IMRF Contribution Recommendation – Pages 10-11
B. Calendar for FY2011 Budget Preparation Process – Page 12
C. Revision to FY2011 Budget Process Resolution – Page 13
3. Purchases Not Following Purchasing Policy List
Finance Item X.G.1 under Auditor – Page 14
4. State's Attorney/DCFS Agreement for Funding Abuse/Neglect Attorney
Finance Item X.D.1 under State's Attorney – Pages 15-45
5. Revised Resolution Establishing the Process for Appointments to Board of Review
Policy Item IX.D.1 – Pages 46-47
Removed from Agenda
6. Items Distributed by the Public:
 - A. Chamber of Commerce Letter Re: County Board Size – Page 48
 - B. Back to Work Illinois's Information Re: Video Gaming – Pages 49-57
 - C. Video Gaming Information Distributed by John Kindt – Pages 58-64
 - D. University of Illinois Student Senate Resolution Urging Ban on Video Gambling Machines – Page 65



Mark Shelden
Champaign County Clerk
Champaign County, Illinois

1776 East Washington Street
Urbana, IL 61802
Email: mail@champaigncountyclerk.com
Website: www.champaigncountyclerk.com

Vital Statistics: (217) 384-3720
Elections: (217) 384-3724
Fax: (217) 384-1241
TTY: (217) 384-8601

To: County Board Members
From: Mark Shelden
Re: Early voting on campus
Date: June 15, 2010

Options for implementing the campus early voting bill should it be signed by the Governor.

Option A
Purchase 12 new ballot tabulators and boxes

Under this option, new ballot tabulators would be purchased and an early voting site would be established on campus with exactly the same process being presented to voters at Brookens. Ballot security after hours will have to be worked out with the University.

Advantages

Allows voters at the campus early voting center all the same security and error detection benefits as are available at Brookens.
Creates an efficient flow. No great concern about long lines.

Disadvantage

Cost of 60-70 thousand dollars
Requires a large room

Option B
Consolidate 24 precincts into 12 polling places

Under this option, new ballot tabulators would be purchased and an early voting site would be established on campus with exactly the same process being presented to voters at Brookens. Ballot security after hours will have to be worked out with the University.

Advantages

Allows voters at the campus early voting center all the same security and error detection benefits as are available at Brookens.
Creates an efficient flow. No great concern about long lines.

Disadvantage

Voters are inconvenienced in the 12 consolidated polling places
Requires a large room

Option C
Do nothing

Under this option, a single tabulator from the backup supplies would be placed at the early voting center. Each time a voter casts a ballot, the correct PCMCIA card is inserted into the tabulator.

Advantages

- No necessity to purchase equipment
- No necessity to consolidate polling places

Disadvantages

- Equal protection concerns as voters on campus will be presented a different voting experience, possible litigation.
- Likelihood of lines being created if turnout is even moderate.
- Increased likelihood of machine malfunctions.
- Increased staff time on election day to conduct early voting ballot audits.
- Each additional tabulator taken from the backup supply places a higher risk of problems during the pre-election testing process.



Mark Shelden
Champaign County Clerk
Champaign County, Illinois

1776 East Washington Street
Urbana, IL 61802

Email: mail@champaigncountyclerk.com
Website: www.champaigncountyclerk.com

Vital Statistics: (217) 384-3720
Elections: (217) 384-3724
Fax: (217) 384-1241
TTY: (217) 384-8601

To: County Board
From: Mark Shelden
Re: Polling Place Consolidation
Date: June 15, 2010

Last month, I presented the Board with a list of 16 possible polling places to consolidate. I put the proposal together as a possible way for the County to save money as well as to provide equipment necessary due to the impending legislation requiring early voting on campus.

I am revising the proposal to only address the need for equipping the early voting center on campus. As such, this proposal consolidates just 12 polling places.

Currently in Champaign County we have 117 precincts in 95 different polling locations. This is a result of a plan of polling place consolidation implemented at the same time that we purchased new voting equipment in late 2005. In developing that plan, which was approved by the County Board, we looked for consolidations that provided ample parking, a sufficient voting area, and did not greatly inconvenience voters. If one looks at the voter turnouts by voting place from the 2006 election you can see great disparities. Generally, this is because some locations don't have adequate space for increasing the number of voters.

This temporary proposal for consolidation for the November 2010 election will not meet the standard of minimal voter inconvenience that was part of the previous consolidation. A number of rural voters will be forced to drive much longer distances to vote. Further, this plan is envisioned to be temporary. The locations selected for consolidation here will in some instances be inadequate for a Presidential election.

If the campus voting bill passes, 12 of the machines being used for these polling places would be moved to the campus polling location.

Additional equipment necessary for the campus polling location will be a high resolution printer, computer, and security camera. Furthermore, software will have to be developed to make the voter registration information available to those running the early voting center. Certainly these costs would be in excess of \$10,000. Staffing costs would be at least \$6,000. (This has increased since the previous estimate due to the final version taking out the exemption for weekends and holidays.) I don't know how we will manage the various support aspects of the offsite location be they technical or legal. Parking is also an expensive issue.

The Board also has two other options for the early voting center that would not require this consolidation plan.

Here are the polling places that I would recommend for consolidation should the Board decide that this is the preferred method of equipping the early voting location on campus. The numbers in parentheses is the ballots cast in the precinct in November 2006.

City of Champaign 8 (170) with City of Champaign 4 (306) at the University YMCA
476 total ballots cast

City of Champaign 21 (403) with City of Champaign 20 (660) at Grace Lutheran Church
1063 total ballots cast

City of Champaign 31 (397) with City of Champaign 29 (408) at Westminster Church
805 total ballots cast

City of Champaign 35 (703) with City of Champaign 36 (604) at Stratford Park Church
1307 total ballots cast

East Bend (270) with Condit (215) at the River Valley Church of Christ
485 total ballots cast

Colfax (101) with Scott Bondville (226) at the Bondville Village Hall
327 total ballots cast

Tolono 3 (447) with Tolono 1 (583) at the Tolono Town Hall
1030 total ballots cast

Urbana 3 (515) with Urbana 2 (562) at the Carroll Fire Protection District Building
1077 total ballots cast

Stanton (219) with St. Joseph 1 (815) at the St. Joseph Township Building
1034 total ballots cast

Ludlow 2 (486) with Ludlow 3 (443) at the Bethany Park Christian Church
929 total ballots cast

Cunningham 2 (202) with Cunningham 3 (261) at Illinois Street Residence Halls
463 total ballots cast

Cunningham 4 (346) with Cunningham 5 (301) at Pennsylvania Avenue Residence Halls
647 total ballots cast

The 6 polling places with over 900 voters should probably have 7 judges. The other 6 polling places can make do with 5 judges. That would mean a reduction of 48 judges. The savings in election judges would in part be offset by mailing costs of notices to voters of the temporary change.

Polling Places

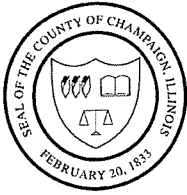
Ayers		Longview-Broadlands Firehouse	107 S Lincoln	Broadlands, IL 61816
Brown	Fisher	Fisher Town Hall	104 W Front	Fisher, IL 61843
Brown	Foosland	Foosland Fire Station	205 Main St	Foosland, IL 61845
Champaign	1	Garden Hills Baptist Church	1601 Bloomington Rd	Champaign IL 61821
Champaign	2	Alan G. Ryle Companies	4102 Belmont Point	Champaign IL 61822
Champaign	3	Windsor Rd. Christian Church	2501 W Windsor Rd	Champaign IL 61822
Champaign	4	Windsor Rd. Christian Church	2501 W Windsor Rd	Champaign IL 61822
Champaign	5	First Baptist Church of Champaign	Burwash & Prospect	Savoy IL 61874
Champaign	6	First Baptist Church of Champaign	Burwash & Prospect	Savoy IL 61874
Champaign	7	Savoy Recreation Center	402 W Graham Dr	Savoy IL 61874
City of Champaign	1	Douglass Center Annex	804 N Fifth St	Champaign, IL 61820
City of Champaign	2	McKinley Foundation	809 S Fifth St	Champaign, IL 61820
City of Champaign	3	McKinley Foundation	809 S Fifth St	Champaign, IL 61820
City of Champaign	4	University YMCA	1001 S Wright St	Champaign IL 61820
City of Champaign	5	Snyder Hall Lounge	206 E Peabody	Champaign IL 61820
City of Champaign	6	Spalding Recreation Building	910 N Harris	Champaign, IL 61820
City of Champaign	7	Skelton Place Community Room	302 S 2nd St	Champaign, IL 61820
City of Champaign	8	Rehabilitation Education Ctr.	1207 S Oak	Champaign IL 61820
City of Champaign	9	IL Employment and Training Ctr.	1307 N Mattis	Champaign, IL 61821
City of Champaign	10	Spalding Recreation Building	910 N Harris	Champaign IL 61820
City of Champaign	11	Holy Cross Parish Center	405 W Clark	Champaign IL 61820
City of Champaign	12	Holy Cross Parish Center	405 W Clark	Champaign IL 61820
City of Champaign	13	E.H. Mellon Adm. Ctr.	703 S New	Champaign IL 61820

City of Champaign	14	E.H. Mellon Adm. Ctr.	703 S New	Champaign IL 61820
City of Champaign	15	Faith Methodist Church	1719 S Prospect Ave	Champaign IL 61821
City of Champaign	16	Good Shepherd Lutheran Church	2101 S Prospect Ave	Champaign IL 61821
City of Champaign	17	Garden Hills Baptist Church	1601 W Bloomington Rd	Champaign IL 61821
City of Champaign	18	Farm Bureau	801 Country Fair Dr	Champaign IL 61821
City of Champaign	19	Salvation Army Corps	502 N Prospect	Champaign IL 61820
City of Champaign	20	Grace Lutheran Church	313 S Prospect Ave	Champaign IL 61821
City of Champaign	21	St. Peter's United Church of Christ	905 S Russell	Champaign IL 61821
City of Champaign	22	Hessel Pk. Christian Reformed Church	700 W Kirby	Champaign IL 61820
City of Champaign	23	Faith Methodist Church	1719 S Prospect Ave	Champaign IL 61821
City of Champaign	24	Good Shepherd Lutheran Church	2101 S Prospect Ave	Champaign IL 61821
City of Champaign	25	Hays Center	1311 W Church	Champaign IL 61821
City of Champaign	26	St. John's Lutheran Church	509 S Mattis Ave	Champaign IL 61821
City of Champaign	27	Champaign Church of Christ	1509 W John	Champaign IL 61820
City of Champaign	28	Champaign Church of Christ	1509 W John	Champaign IL 61821
City of Champaign	29	Westminster Presbyterian Church/Montessori School	1700 Crescent Dr	Champaign IL 61821
City of Champaign	30	St. John's Lutheran Church	509 S Mattis Ave	Champaign IL 61821
City of Champaign	31	Leonhard Recreation Center	2112 Sangamon	Champaign IL 61821
City of Champaign	32	Free Methodist Church	1913 S Mattis Ave	Champaign IL 61821
City of Champaign	33	Meadowbrook Community Church	1902 S Duncan Rd	Champaign IL 61821
City of Champaign	34	Parkland College Theater Lobby	2400 W Bradley Ave	Champaign IL 61821
City of Champaign	35	Bresnan Meeting Center	706 Kenwood Rd	Champaign IL 61821
City of Champaign	36	Stratford Park Bible Chapel	2801 W Kirby	Champaign IL 61821
City of Champaign	37	Carpenters' Local No. 44	402 S Duncan Rd	Champaign IL 61821

City of Champaign	38	Meadowbrook Community Church	1902 S Duncan Rd	Champaign IL 61821
Colfax		Colfax Town Hall	900N on Road 200E	Ivesdale, IL 61851
Compromise	Gifford	Gifford Community Bldg	101 S Main	Gifford, IL 61847
Compromise	Penfield	I & I Antique Tractor Club	401 Busey	Penfield IL 61862
Condit		River Valley Church of Christ	Rt 136 and Pickett	Fisher, IL 61843
Crittenden		Pesotum Community Building	103 E Lincoln	Pesotum, IL 61863
Cunningham	1	Mt. Olive Baptist Church	808 E Bradley Ave	Champaign, IL 61801
Cunningham	2	Daniels Graduate Hall	1010 W Green St	Urbana IL 61801
Cunningham	3	Illinois St. Residence Hall	1010 W Illinois	Urbana IL 61801
Cunningham	4	Lincoln Ave. Residence Hall Lounge	1005 S Lincoln Ave	Urbana IL 61801
Cunningham	5	Pennsylvania Ave. Residence Hall	906 W College	Urbana IL 61801
Cunningham	6	Vineyard Church	1500 N Lincoln Ave	Urbana IL 61801
Cunningham	7	First Presbyterian Church	602 W Green St	Urbana, IL 61801
Cunningham	8	First Presbyterian Church	602 W Green St	Urbana IL 61801
Cunningham	9	Twin City Bible Church	810 W Michigan	Urbana IL 61801
Cunningham	10	Urbana Free Library	210 W Green St	Urbana IL 61801
Cunningham	11	Urbana City Building	400 S Vine	Urbana IL 61801
Cunningham	12	Urbana City Building	400 S Vine	Urbana IL 61801
Cunningham	13	Pennsylvania Ave. Baptist Church	600 E Pennsylvania Ave	Urbana IL 61801
Cunningham	14	Clark-Lindsey Village	101 W Windsor Rd	Urbana IL 61801
Cunningham	15	Church of Christ	2601 S Philo Rd	Urbana IL 61802
Cunningham	16	Pennsylvania Ave. Baptist Church	600 E Pennsylvania Ave	Urbana IL 61801
Cunningham	17	Urbana Civic Center	108 E Water St	Urbana, IL 61801
Cunningham	18	Urbana-Champaign Friends Meeting House	1904 E Main	Urbana IL 61802
Cunningham	19	Sunnycrest Mall	1717 Philo Rd	Urbana IL 61801
Cunningham	20	Sunnycrest Mall	1717 Philo Rd	Urbana, IL 61801
Cunningham	21	Steer Place Community Room	1202 E Harding	Urbana IL 61801
Cunningham	22	Grace Methodist Church	2004 Philo Rd	Urbana IL 61802
Cunningham	23	St. Matthew's Lutheran Church	2200 Philo Rd	Urbana IL 61802
East Bend		Dewey Community Building	9 Main	Dewey IL 61840
Harwood		Gifford Community Bldg	101 S Main St	Gifford IL 61847

Hensley		Hensley Town Hall	SW Corner of Hensley Rd & 900E	Champaign IL 61822
Kerr		I & I Antique Tractor Club	401 Busey	Penfield IL 61862
Ludlow	1	Ludlow Community Ctr.	202 E Thomas	Ludlow IL 60949
Ludlow	2	St. Christopher Episcopal Church	1501 E Grove	Rantoul IL 61866
Ludlow	3	Bethany Park Christian Church	1401 E Grove	Rantoul IL 61866
Mahomet	1	Mahomet Area Community Ctr.	510 E Main Street	Mahomet IL 61853
Mahomet	2	Grace Church of Mahomet	800 W Oak	Mahomet IL 61853
Mahomet	3	Lake of the Woods	Pavilion No 1	Mahomet IL 61853
Mahomet	4	Lake of the Woods	Pavilion No 1	Mahomet IL 61853
Mahomet	5	Mahomet Nazarene Church	702 Turkey Farm Road	Mahomet IL 61853
Newcomb		Newcomb Town Hall	355 Co Rd 2700N	Mahomet IL 61853
Ogden	1	Masonic Lodge	111 East Ave	Ogden IL 61859
Ogden	2	Royal Town Hall	103 N Park	Royal IL 61871
Pesotum		Pesotum Community Building	103 E Lincoln	Pesotum IL 61863
Philo		Philo Town Hall	104 Harrison	Philo IL 61864
Rantoul	1	Rantoul Fire Station	204 N Kentucky	Rantoul IL 61866
Rantoul	2	Prairie Village	200 W International	Rantoul IL 61866
Rantoul	3	American Lutheran Church	500 Church Dr	Rantoul IL 61866
Rantoul	4	Thomasboro Fire Station	101 N Church St	Thomasboro IL 61866
Rantoul	5	Presbyterian Church	Rte 136 E, E Champaign Ave	Rantoul IL 61866
Rantoul	6	Rantoul Youth Center	1306 Country Club Lane	Rantoul IL 61866
Raymond		Raymond Twp. Town Hall	202 E Logan	Longview IL 61852
Sadorus	Sadorus	Sadorus Village Hall	115 E Market	Sadorus IL 61872
Sadorus	Ivesdale	Ivesdale Fire Station	406 Third	Ivesdale IL 61851
Scott	Bondville	Bondville Village Hall	102 S Walnut	Bondville IL 61815
Scott	Seymour	Seymour Meeting Center	112 N Main	Seymour IL 61875
Sidney		Sidney Town Hall	102 E Byron	Sidney IL 61877
Somer		Somer Township Building	5406 NW Arrowhead Drive	Urbana IL 61802
South Homer		Homer City Building	500 E 2nd St	Homer IL 61849
Stanton		Stanton Twp. Bldg. & Town Hall	NWCorner of Rds 2100N & 2100E	St. Joseph IL 61873
St. Joseph	1	St. Joseph Township Bldg.	400 W Sherman	St. Joseph IL 61873
St. Joseph	2	Living Word Fellowship Church	1000 Park Ave	St. Joseph IL 61873
Tolono	1	Tolono Town Hall	111 E Holden	Tolono IL 61880
Tolono	2	Savoy Recreation Center	402 W Graham Dr	Savoy IL 61874

Tolono	3	Tolono West Fire Station	507 W Strong	Tolono IL 61880
Urbana	1	Church of Christ	2601 S Philo Rd	Urbana IL 61802
Urbana	2	Carroll Fire Protection Dist. Bldg.	1811 Brownfield Rd	Urbana IL 61802
Urbana	3	Carroll Community Center	1210 Carroll Ave	Urbana IL 61802
Urbana	4	Edge-Scott Fire Department	201 Smith Rd	Urbana IL 61802



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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

ADMINISTRATIVE SUPPORT
DATA PROCESSING
MICROGRAPHICS
PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

MEMORANDUM

TO: Brendan McGinty, Chair of the Finance Committee, and CHAMPAIGN COUNTY BOARD MEMBERS – COMMITTEE of the WHOLE

FROM: Deb Busey, County Administrator *Deb*

DATE: June 10, 2010

RE: COUNTY CONTRIBUTIONS TO IMRF

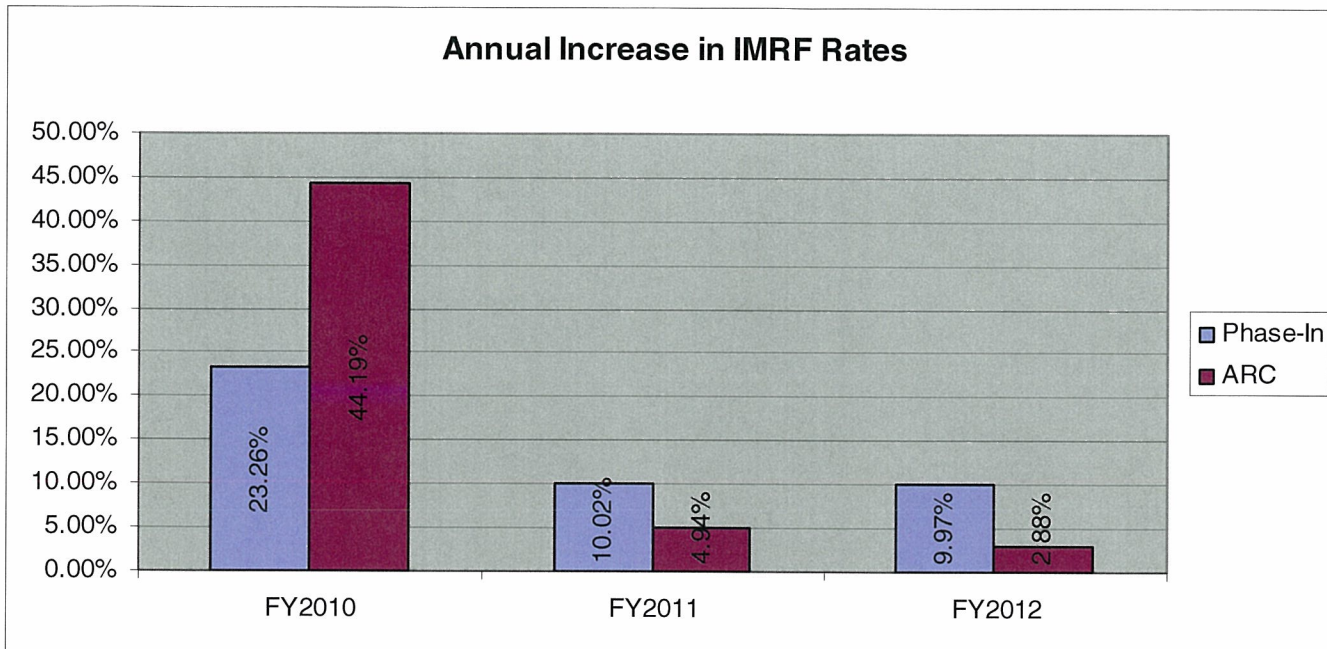
ISSUE:

Each year, the County Board adopts a rate which defines the contribution the County will make to IMRF for employee pensions in the ensuing fiscal year. In 2010, the IMRF Board adopted a two-prong approach to deal with the employer rates that were at risk of skyrocketing because of the investment loss in 2008. The two-prong approach was to modify actuarial techniques upon which the rates are based, and to adopt a phase-in plan to cap employer rate increases at 10% or less, based on the standard 7.5% IMRF rate.

In 2009, Champaign County's rate of 6.88% was less than the standard 7.5% IMRF rate, as a result of the County's slightly over-funded status prior to 2009. The 2010 Actuarial Required Contribution (ARC) for Champaign County was 9.92% - a 44.2% increase over the 2009 rate; and the Phase-In Rate for Champaign County was 8.48% - a 23.3% increase over the 2009 rate. The County faced the need to cut its 2010 budget by 7%, and the revenue source for IMRF for General Corporate Fund Employees is a property tax which was capped at a growth rate of 2.5% in 2010. The combination of these facts led the County Board to adopt the Phase-In Rate for 2010.

The disadvantage of adopting the Phase-In Rate is that we are not paying the full required contribution each year – which at some point we will have to catch up – and with the phase-in rate we also pay interest on the unpaid portion. It seemed that we had no choice but to take this approach when the FY2010 rate was adopted in August 2009. However, at this time, the County's IMRF Fund maintains a fund balance of approximately \$1.5 million. After review with the Treasurer, we believe we could make the additional

contribution of approximately \$256,000 to IMRF in 2010 to bring us up to the ARC rate for this year, and would then be able to continue paying that rate from this point forward. In the long run, this will generate savings for the County. As can be seen from the chart below, it should also allow stabilization of our annual rate increase to something much less than 10% - which will be a benefit in future budget years.



The property tax levy covers the contribution for General Corporate Fund employees – which is the \$256,000 to come from the IMRF Fund Balance. We have also checked with RPC and the Nursing Home, who concur with the approach of making the additional contribution in 2010 to bring us up to the ARC rate for this year, and adopting that rate in future years. The additional contribution for those employees would come from the respective funds.

RECOMMENDATION:

The Finance Committee recommends to the County Board that: (a) the County shall make a one-time lump sum payment to IMRF before December 31, 2010 of the amounts required to pay the Actuarial Required Contribution for all county employees for 2010 (currently estimated to be \$256,000 for General Corporate Fund employees), and (b) the County Board approves adoption of the ARC rate of 10.41% for Regular IMRF in FY2011, and SLEP Rate of 20.36% for FY2011.

Thank you for your consideration of this issue.

CALENDAR FOR FY2011 BUDGET PREPARATION PROCESS

June 23, 2010	Budget Instruction and Training Seminar for Department Budget Preparers
June 24-July 15, 2010	Individual Department Budget Preparation Meetings with County Administrator
July 16, 2010	FY2011 Budgets DUE from Departments
July 19-30, 2010	Department Budget Reviews by County Administrator
August 1-20, 2010	Confirmation of Revenues
September 7, 2010	<i>Presentation of RPC and Related Funds, Champaign County Highway and Mental Health & Developmental Disabilities Board FY2011 Budgets to Committee of the Whole</i>
September 14, 2010	<i>Presentation of County Board of Health, Nursing Home and General Corporate and Related Funds FY2011 Budgets to Committee of the Whole</i> County Administrator Report to Finance Committee of FY2011 Budget Overview and Decision Points for Committee Direction
October 12, 2010	Administrator Budget Recommendation presented to Finance Committee to be forwarded to County Board
October 21, 2010	Receipt of FY2011 Budget Recommendation
November 9, 2010	Finance Committee approval of Final FY2011 Budget
November 18, 2010	County Board approves Final Budget

Balanced Budget

The County will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, realizing future revenues early, or rolling over short-term debt. A budget ordinance is balanced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations.

Budget Development Process

Department budget requests shall be performance-based and focused on goals, objectives and performance indicators.

The budget process shall include the following basic steps:

- Departments receive annual budget preparation instructions for FY2011 in June;
- Departments submit annual budget request for FY2011 in July;
- The County Administrator conducts initial review of all preliminary budgets in July and August;
- The County Board conducts Budget Hearings regarding the preliminary budget in September;
- The County Administrator reports initial overview of FY2011 funds and any outstanding issues for Finance committee direction in September;
- The County Board conducts Truth in Taxation Public Hearing, if required, and County Board receives Administrator Budget Recommendation in October;
- The County Board adopts final budget and appropriation and tax levy, by a simple majority vote, in November.

General Corporate Fund Budget Requests

General Corporate Fund Department budgets are to be prepared with analysis and planning documentation for FY2011 in terms of objectives and performance indicator statements, with incorporation of a 4% reduction in operating expenditures over the original FY2010 department budget, *said expenditure reduction to be focused in and substantially taken from personnel expenditure line items.*

Non-General Corporate Fund Budget Requests

All non-General Corporate Fund Budgets are to be prepared within the definition of balanced budget; and to include fund balance goal statements; documentation and analysis of operations, expenditures and revenues; and strategic planning information regarding FY2011 objectives and anticipated performance indicators.

Capital Asset Replacement Fund

FOR COUNTY BOARD APPROVAL

6/24/10

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
FY09 EXPENDITURES PAID IN FY10						
** Recorder Auto Fund	614-023-571.80	VR#614-027	06/04/10	FY09 salary transfer	CCT-Gen Corp Fund	\$ 24,888.00
** Regional Planning	075-702-534.var	VR#029-1227	05/06/10	Weatherization work 11/20/09	A To Z Heating & Air	\$ 60.00
** Public Properties	080-071-522.17	VR#071-479	05/11/10	Mulch 8/13/09	Illini FS	\$ 19.23
** Public Properties	080-071-534.58	VR#071-547	06/01/10	Weaver Park maintenance 5/26	Urbana Park District	\$ 2,330.56
** Nursing Home	081-430-522.31	VR#044-669	04/22/10	Med supplies November	Uvanta of Central Illinois	\$ 178.55
** Nursing Home	081-430-534.83	VR#044-707	05/04/10	Medical expenses Apr-Nov	Carle Clinic Association	\$ 10,889.33
** Nursing Home	081-430-534.83	VR#044-719	05/04/10	Medical tests 10/14	Musculoskeletal Center	\$ 75.37
** Nursing Home	081-430-534.83	VR#044-835	06/06/10	Medical service 7/13/09	Christie Clinic	\$ 4.50
** Nursing Home	081-410-533.07	VR#044-852	06/03/10	Kitchen steward arbitration 09	AFSCME Council 31	\$ 693.12
** Nursing Home	081-430-522.93	VR#044-885	06/10/10	Buddy Pac settlement 8/09	RCS Management Corp	\$ 1,553.03
** Circuit Court	080-031-533.03	VR#031-215	05/12/10	Attorney service Jun-Nov'09	James Dedman	\$ 375.00
** Circuit Court	080-031-533.03	VR#031-217	05/12/10	Attorney service Aug-Nov'09	Paul R Wilson	\$ 600.00
** Circuit Court	080-031-533.03	VR#031-235	05/26/10	Attorney service May-Nov	Bruce Ratcliffe	\$ 510.00
** Correctional Center	080-140-533.06	VR#140-250	05/03/10	Medical service 1/27/09	Carle Foundation Hospital	\$ 20.62
** Correctional Center	080-140-533.06	VR#140-277	05/20/10	Medical service 5/20/10	Mobile Diagnostic Srvc	\$ 200.00

*****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

CDC: CON

Program Name: LEGAL SERVICES

Contract #: 3695579011

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contract and understanding between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. 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

Signature 

Printed Name Julia R. Rietz

Title State's Attorney Date _____

101 E MAIN STATES ATTYS OFFICE

Address URBANA, IL 61801-2710

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

E-mail jrietz@co.champaign.il.us

Dept. of Human Rights Public Contract # 11456-00

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

STATE OF ILLINOIS

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

Director Signature _____

Printed Name Erwin McEwen

Title Director Date _____

Designee Signature _____

Printed Name Derek Hobson

Title Manager, Contracts Date _____

Address: 406 E Monroe St Springfield, IL 62701

Phone (217) 785-3930 Fax (217) 782-3796

E-mail Derek.Hobson@Illinois.Gov

If this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing, as evidenced below, by the Chief Legal Counsel and the Chief Financial Officer of the Department in accordance with 30 ILCS 105/9.02.

N/A
DCFS Chief Legal Counsel _____ Date _____

N/A
DCFS Chief Financial Officer _____ Date _____

CHIEF PROCUREMENT OFFICER

Official Signature _____

Designee Signature _____

Printed Name _____

Printed Name _____

Title _____ Date _____

Title _____ Date _____

STATE USE ONLY

PBC# 10-00000049595

Project Title LEGAL SERVICES

NOT PART OF CONTRACTUAL PROVISIONS

Contract # 3695579011

Procurement Method (IFB, RFP, Small, etc): Exempt - legal services

IPB Ref. # # NA

IPB Publication Date: NA

Award Code: :I

Subcontractor Utilization? Yes No

Subcontractor Disclosure? Yes No

Funding Source 220

Obligation # 3695579011

CPO 33 - General Counsel Approval:

Signature _____

Printed Name _____

Date _____

CFS968-45

04/28/10

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 checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification.) |
| <input type="checkbox"/> Other: _____ | <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

Signature

Date

6/15/10

Julia R. Rietz

State's Attorney

Printed Name

Title

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This Contract has an initial term of 12 months. This Contract shall be effective on 7/1/2010 and shall expire on 6/30/2011.

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

In no event will the total term of the Contract, including the initial terms and any extension, exceed 10 years.

Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract.

1.2 RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): N/A

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this Contract.

Any renewal is subject to the same terms and conditions as the original Contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

1.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions, or inactions, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or the State determines that the Vendor lacks the financial resources to perform the 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.

For termination due to any of the causes contained in this section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Contracting Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Contracting Agency.

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 in the Contract Program Plan/Scope of Services which follows this page. 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 provide 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, 2010 through June 30, 2011 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 payments of either contractual payment or wages to Attorney(s); and that none of said monies will be used to provide employee benefits to any Attorney including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

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

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

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

D. LEGAL SERVICES

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

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

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

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

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

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

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

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

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

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

E. SELECTION OF PERSONNEL

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

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

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

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

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 15th day of June, 2010

Champaign County, Illinois

BY:  State's Attorney of
Champaign County, Illinois
Julia R. Rietz

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

(Signature) 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 the State has authorized a higher amount in writing 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 the Contract Program Plan/Scope of Services following Section 2.2 Supplies and/or Services Required.

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This Contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For Purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this Contract.

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY:

2.7 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 the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. 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 _____

2.8 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.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

- 2.9.1** Vendor warrants that the supplies furnished under this Contract (a) will conform to the 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.
- 2.9.2** 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.
- 2.9.3** Vendor warrants that all services will be performed to meet the requirements of the Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Contract, or who in any way violates the Contract or State policies.
- 2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 2.10.1** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.
- 2.10.2** By August 31 of each year, 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 (35 ILCS 5/216, 5/217).
- 2.11 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.
- 2.12 OTHER SPECIFICATIONS:**
See attached State Supplemental Terms and Conditions as applicable.
- 3 PRICING**
- 3.1 METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor for the initial term as follows
 The Department will pay per the payment rates listed on the attached "Rate Schedule"
- 3.2 TYPE OF PRICING:** Pricing under this Contract is
 Firm _____
 Estimated \$36,000.00
- 3.3 RENEWAL COMPENSATION:** If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated in this section.
- 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 shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency Illinois tax exemption number and federal tax exemption information.

RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	ADOPTION SUBSIDY / LEGAL	7/1/2010	6/30/2011	0302	\$3,000.00

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: the individual and address outlined in the Contract Program Plan/Scope of Services following Section 2.2 Supplies and/or Services Required.

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). All invoices are subject to statutory offset (30 ILCS 210).

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. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect. 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 will not pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must pay (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include 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), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS:

- 4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)** This Contract is contingent upon and subject to the availability of funds. 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 completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or 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 or its subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
- 4.3 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.
- 4.4 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by either Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.5 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.
- 4.6 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. Vendor shall presume all information received or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. 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.
- 4.7 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. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provision of this Contract.

- 4.8 INDEMNIFICATION AND LIABILITY:** The Vendor shall 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.
- 4.9 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.
- 4.10 INDEPENDENT CONTRACTOR:** Vendor shall, in the performance of this Contract, act as 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.
- 4.11 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. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 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 and subcontractors' officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, 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 Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee 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 for that order.
- 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.
- 4.19 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions 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.
- 4.20 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.21 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS:

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section and each subsection applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- 5.1** As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- 5.2 Vendor certifies it and 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.
- 5.3 Vendor certifies it is not in default on an educational loan (**5 ILCS 385/3**). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
- 5.4 Vendor (if an individual, sole proprietor, or partner) certifies it has not received an (i) 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**, or (ii) 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**, (**30 ILCS 105/15a**).
- 5.5 Vendor certifies it is a properly formed and existing legal entity (**30 ILCS 500/1.15.80, 20-43**); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- 5.6 To the extent there was an incumbent Vendor providing the services covered by this Contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, 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**). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
- 5.7 Vendor certifies it 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**).
- 5.8 If Vendor has been convicted of a felony, Vendor certifies 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**).
- 5.9 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**).
- 5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (**30 ILCS 500/50-10.5e**).
- 5.11 Vendor certifies that it 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**).
- 5.12 Vendor certifies that it 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.
- 5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (**30 ILCS 500/50-14**).
- 5.14 Vendor certifies it 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**).

- 5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- 5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (**30 ILCS 500/50-38**).
- 5.17 Vendor certifies it 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**).
- 5.18 In accordance with the Steel Products Procurement Act, Vendor certifies 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**).
- 5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (**30 ILCS 580**).
- 5.20 Vendor certifies that 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**).
- 5.21 Vendor certifies it 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**).
- 5.22 Vendor certifies it 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**).
- 5.23 Vendor certifies it 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**).
- 5.24 Vendor certifies it 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**).
- 5.25 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**).
- 5.26 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".
- 5.27 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.
- 5.28 Vendor certifies that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa (**30 ILCS 587**)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS500/20-160 and 50-37). Vendor will not make a contribution that will violate these requirements. These requirements are 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.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

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

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

Name of Vendor: Champaign County State's Attorney's Office (Pages 13 - 17 N/A)

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- A. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

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

OR

- B. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No
2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No
3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
 Sole Proprietorship Stock Partnership Other (explain) _____
 Name: _____
 Address: _____

- ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.
- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
 - (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
 - (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
 - (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
 - (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
 - (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
 - (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: No Conflicts Of Interest

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

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
- or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20____

(seal)

Notary Public

My Commission Expires: _____

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions.

- _____ Definitions
- _____ Required Federal Clauses, Certifications and Assurances
- _____ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- _____ Public Works Requirements (construction and maintenance of a public work) (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)
- _____ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- _____ DCFS Supplemental Terms and Conditions
- _____ Budget
- _____ Exhibit C (Independent Audit, Cost and Financial Reporting)
- _____ Exhibit E (CFS 968-32 Civil Rights Reporting)
- _____ Exhibit F (Vendor's Board of Directors Information)
- _____ Other (Specify) _____

7.2 Vendor Supplemental Provisions

- _____

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.

2.2 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 Contract Program Plan/Scope of Services and any other Contract requirement(s), the Contract requirement(s) shall apply.

2.5 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. The Contractor is required to use the Subcontract Agreement Form (IL 418-968-10) for all 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) 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.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS

The Contractor agrees to immediately notify the Department 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.

2.12 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) 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.
- b) 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.

4.6 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.

4.7. 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.

4.13 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.

6.0 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. _____

A RESOLUTION ESTABLISHING THE PROCESS FOR APPOINTMENTS TO BOARD OF REVIEW

WHEREAS, the Champaign County Board has established a process to ensure appropriate advertisement and notice to the citizens of the County is provided for all appointments made by the County Board to various boards and commissions; and

WHEREAS, the Champaign County Board has determined that in the appointment of citizens to the Board of Review, additional steps shall be followed in the process of appropriate advertising and notice to the public when a Board of Review appointment is upcoming by submitting the press release announcing the appointment to all real estate related associations and appraisal companies in Champaign County; and

WHEREAS, the Champaign County Board has also determined that when applicants for appointment to the Board of Review are being considered, that the County Board Chair shall communicate to the Minority Chair his evaluations of all candidates, and seek the opinions of the Minority Chair before the County Board Chair determines his/her nomination of appointee;

NOW, THEREFORE BE IT RESOLVED by the County Board of Champaign County that the process for appointment of candidates to the Board of Review shall include ***the general posting of the position consistent with all county board appointments and*** an additional step in the posting and advertising of the vacancy by submitting a press release announcing the appointment to all real estate related associations and appraisal companies in Champaign County; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that when applicants for appointment to the Board of Review are being considered, that the County Board Chair shall communicate to the Minority Chair his evaluations of all candidates, and shall seek the opinions of the Minority Chair before the County Board Chair determines his/her nomination of appointee.

PRESENTED, PASSED, APPROVED and RECORDED this _____ day of _____, A.D. 2010.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-officio Clerk of the County Board

Other Board of Review duties include the processing and approval of non-homestead exemption applications, homestead exemptions, home improvement exemptions, and destruction applications. Certificates of error are issued to correct tax bills, omitted property is added to the tax rolls, and assessments are changed through the Board's own motion. All must follow the State Statute guidelines.

The Board of Review also performs special projects including issuing news releases and speaking to County groups in order to promote citizen understanding of assessment laws and the Board of Review procedures. The Board also develops procedures which expedite the property tax appeal process and trains newly appointed members in required procedures and rules.

The major challenges facing this position are interacting effectively with irate or misinformed taxpayers, complying with statutory duties and timetables, and achieving assessment equity within Champaign County. The Board of Review makes all decisions regarding county-level property tax appeals and rules and procedures to be followed by the Board.

The members work closely with the Champaign County Supervisor of Assessments office and have contacts with various agencies and officials for the exchange of information regarding market values, assessments, and/or taxpayer complaints. They include township assessors, area appraisers, realtors, attorneys, Illinois Department of Revenue, State Property Tax Appeal Board, and the State's Attorney's Office.

The performance of the Board of Review is measured against the adherence of the Board to state-mandated functions and timetables and achieving intra-county assessment equity.

The State Statutes require that an applicant for this position pass the Board of Review examination conducted by the Illinois Department of Revenue before appointment. The appointee must be a licensed appraiser in the state of Illinois and/or possess certification as an Illinois Assessing Officer (CIAO designation within one year of appointment). Appointment is subjected to the discretion of the County Board.

The position is staffed as 3/4 time. The biggest time commitment is July 1-December 31. A near full-time commitment is necessary during the complaint period of July 1-September 10, with all complaint decisions and other necessary work to be done by December 31. The time from January 1-July 1 is very flexible, with work to be done as necessary. Salaries for Board members are determined by the County Board.

QUALIFICATIONS AND EXPERIENCE Pursuant to 35 ILCS 200/6-20, to serve on the board of review, a candidate must have passed the examination prepared and administered by the Illinois Department of Revenue to determine competency to hold office. In addition, Champaign County requires candidates to have a minimum of two years experience in the field of real estate or appraisal, and to hold a real estate appraisal or realtor license *or equivalent experience in another trade, profession or course of educational study.*

PRINCIPAL ACCOUNTABILITIES



June 10, 2010

TOP INVESTORS

GOLD

Busey Bank
Carle Clinic Association

SILVER

The Carle Foundation
Christie Clinic
Provena Covenant
Medical Center
University of Illinois at
Urbana-Champaign

BRONZE

The Atkins Group
BankChampaign, N.A.
Country Inn & Suites
Health Alliance
Medical Plans, Inc.
Hilton Garden Inn/
Homewood Suites by Hilton
Kraft Foods Inc.
National City Bank,
now a part of PNC
Sam's Club #18-8197
Supervalu Inc. Champaign
Distribution Center
University of Illinois
Employees Credit Union
W. Newell & Co.

IN-KIND
CONTRIBUTORS

CHAIRMAN'S CIRCLE

Champaign-Urbana
Radio Group — WEBX/
WGKC/WQQB/WLFH
Illini Radio Group —
WIXY 100.3, WLRW 94.5,
92.5 The Chief, Extra 99.1,
True Oldies 97.9
NewsTalk 1400 WDWS
& Lite Rock 97.5 WHMS

PRESIDENT'S CIRCLE

Fox Illinois WCCU-TV &
Central Illinois CW (WBUI)

CHAMBER CIRCLE

WCIA 3 and WCFN 49
WICD-TV NewsChannel 15

Chairman C. Pius Weibel
Champaign County Board Office
Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61802

Dear Chairman Weibel,

The Champaign County Chamber of Commerce, representing nearly 1200 local businesses who employ over 65,000 employees, fully supports the reorganization of the Champaign County Board to 22 members elected from 11 districts. A smaller board, along with the non-partisan redistricting reform initiative and Committee of the Whole organizational structure passed earlier this year will provide for a more efficient, streamlined, and less partisan county government.

To the voters, the benefits of a smaller county board government are clear. It will provide voters with stronger representation and encourage constituency services as each voter will have two easily identifiable district representatives who will be actively engaged in the governmental process.

Furthermore, a smaller member board spread throughout a larger number of districts across the county will ensure greater geographic representation and will place more accountability upon the elected officials. It will also provide for fewer voters per individual district resulting in greater communication between the board member and the voter.

This proposal that has been presented to the county board is a real bi-partisan solution to a problem that has plagued our county for decades. The Chamber strongly urges an Aye vote on Proposal #1; reforming the Champaign County Board to 22 members elected from 11 districts to ensure a more efficient, streamlined, and less partisan county government.

Sincerely,

Laura E. Weis
President & CEO

cc: Champaign County Board Members



BACK to WORK ILLINOIS

www.BacktoWorkIllinois.com
312-772-BTWI (2894)

June 15, 2010



County Board Member
Brookens Administrative Center
1776 E. Washington St.
Urbana, IL 61802

Dear County Board Member:



As a broad coalition of civic, business, community and labor organizations, we strongly support the State of Illinois capital investment program and the important projects and jobs it will produce for Champaign County residents. As you discuss the funding mechanism of the state capital plan authorized by the Illinois Video Gaming Act, and as the Illinois unemployment rate has reached 10.8%, we hope you will bear in mind the critical role video gaming will play in putting Illinois residents back to work.



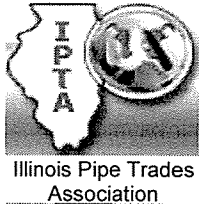
While Illinois continues to face double-digit unemployment and businesses continue to struggle, investing in our state and creating jobs should be everyone's top priority. The state's new \$31 billion capital plan will create and sustain an estimated 439,000 jobs across Illinois. In addition, the legislation guarantees local counties will receive 5% of tax revenue to be used for local priorities as directed by local officials.



Proposed gaming terminals would be highly regulated and tied directly into a state system, just like Illinois Lottery machines. Individual municipalities would maintain local control over liquor licenses, providing an additional layer of oversight. The legislation also outlaws existing machines and those that operate without a license, which will eliminate the unregulated games that already exist. Betting and prize limits match those for charity and church bingo games.

Northwestern Illinois Building & Construction Trades Council

But this issue is not about gaming, it is about putting men and women back to work, promoting local businesses, making important investments in communities and helping encourage economic recovery. We hope Champaign County will opt-in to investment and employment.



We want to make sure you have the information you need to make an informed decision. Communities already have the option of opting out of the state-administered system. Ballot questions that do not present a balanced question to voters can produce misleading results. Voters deserve to understand that critical projects and jobs are at risk if the capital plan is not adequately funded.



Enclosed is a summary of the state capital plan, a partial list of projects that will benefit the county and a summary of the new Illinois Video Gaming Act.



Sincerely,

Greg Goldner
Coalition Manager
Back to Work Illinois



Champaign County Capital Projects

Agency	Grantee	Description	Amount
DCEO	Preservation & Conservation Association of Champaign County	Construction and renovation	\$250,000
DCEO	Developmental Services Center of Champaign County	Construction of a larger building	\$225,000
DCEO	Champaign County Mental Health	General infrastructure improvements	\$25,000
CDB		Parkland College - Champaign County -	\$15,442,100
DCEO	Mental Health Center of Champaign County, Inc.	Renovations to the facilities	\$25,000
DCEO	Champaign Park District	Renovations to the Virginia Theatre	\$200,000
CDB		University of Illinois - Urbana/Champaign -	\$44,520,000
CDB	University of Illinois Biotechnology Genomic Facility		\$959,838
CDB	University Of Illinois - Capital Renewal		\$2,049,066
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$1,539,425
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$1,891,423
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$2,075,100
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$65,946
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$258,177
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$103,101
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$1,388,600
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$73,780
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$4,150,300
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$4,131,963
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$89,723
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$194,607
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$465,178
CDB	University of Illinois Urbana-Champaign-Capital Renewal		\$855,870
CDB	University Of Illinois - Urbana/Champaign - Champaign County - Expand Microelectronics Lab		\$151,766
CDB	University of Illinois - Urbana/Champaign - Champaign County - Planning, Analysis and Design of Lincoln Hall		\$2,000,000
CDB	University Of Illinois - Urbana/Champaign - Champaign County - To Plan and Begin Construction of a Technology Transfer Incubator Facility (from Tobacco)		\$548,084
CDB		Parkland College - Champaign County - Student Services Center Addition	\$15,442,100
CDB		University of Illinois - Urbana/Champaign - Champaign County - Construct Post Harvest Crop Research Facility	\$20,034,000

Champaign County Capital Projects

Agency	Grantee	Description	Amount
CDB		University of Illinois - Urbana/Champaign - Champaign County - Renovate Lincoln Hall	\$57,304,000
DCEO		University of Illinois - Urbana-Champaign - Petascale Computing Facility	\$60,000,000
DCEO	Village of Fisher	Infrastructure improvements	\$25,000
DCEO	Village of Foosland	costs associated with infrastructure improvements	\$35,000
DCEO	Ludlow Community Consolidated School District #142	Construction of a lunch room addition and other infrastructure improvements	\$100,000
DCEO	Ludlow Community Consolidated School District #142	Construction of a lunch room addition and other infrastructure improvements	\$100,000
DCEO	Village of Mahomet	Infrastructure improvements	\$35,000
DCEO	Village of Ogden	Infrastructure improvements	\$200,000
DCEO	Village of Ogden	Infrastructure improvements	\$200,000
DCEO	St. Joseph-Stanton Fire Protection District	Construction of a fire station	\$125,000
DCEO	St. Joseph-Stanton Fire Protection District	Construction of a fire station	\$125,000
		Total	\$237,404,147



The Video Gaming Act Fact Sheet

The 2009 Illinois Video Gaming Act was one of the most thoroughly reviewed solutions for capital funding introduced in the Illinois Legislature and will supply approximately 30% of the funds needed for the \$31 billion capital construction fund.

For more than a decade, members of the General Assembly have studied video gaming in other states and held numerous hearings by various legislative committees on the matter.

Pertinent Provisions of the Act

- All video gaming terminals **must meet standards developed by an independent testing laboratory**, in accordance with criteria set forth in the Act and Illinois Gaming Board (IGB) rules.
- The video gaming **terminals and devices must be connected to a State-managed central system** very similar to the Illinois Lottery, which already monitors over 7,500 terminals and has been in operation for over 30 years. The state will control and monitor the integrity of each terminal and the financial data from every business involved. There are no such controls in place at riverboats in Illinois.
- The Act will eliminate so-called “gray games” that operate across the state without any oversight. Nearly 20,000 “games of amusement” licensed by the state, and an additional estimated 40,000 unlicensed games*, **will be outlawed and all operators will be placed under state supervision**. *Chicago Sun-Times, December 17, 2009
- Establishments with video gaming terminals are **restricted to bars, truck stops and meeting places for fraternal and veterans’ organizations that have a liquor license**. Locations are not allowed within 1,000 feet of any casino, riverboat casino, racetrack or off-track betting parlor, or within 100 feet of any school or place of worship. Local communities would maintain total control over liquor license approval.
- **All manufacturers, distributors, terminal operators, technicians, terminal handlers and establishments must be licensed by the IGB and submit to background checks** by the IGB in conjunction with state and local police, including:
 - Any individual, trust, partnership or corporation seeking a license, as well as each individual who is a beneficiary, partner or stockholder with more than a five percent equity share, must submit to background checks.

- The Video Gaming Act **allows a minimum wager of 5 cents and a maximum of \$2** with a maximum prize of \$500, the same amount authorized under the Bingo Act.

Economic Impact

The Video Gaming Act:

- Supplies approximately 30% of the state's **\$31 billion capital plan that will help support an estimated 439,000 jobs** over the next five years
- Guarantees municipalities will receive a significant portion of the tax revenue generated in their community with no restrictions on its use.
 - The State will collect a tax of 30% on the net income from each video gaming terminal, **1/6 of which will remain under local control for local priorities.**
 - For each establishment with the maximum number of five machines, a municipality will **generate an estimated \$11,250 in tax revenue per year.***

** "The Estimated Revenues from a New Video Gaming Tax in Illinois" Arduin, Laffer & Moore*



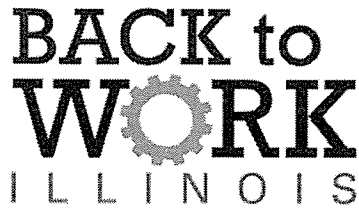
Back to Work Illinois (BWI) is a broad coalition of civic, business, community and labor organizations dedicated to the successful implementation of Illinois' capital investment plan through outreach, education and advocacy.

BWI's goal is to ensure that the capital program is fully funded and implemented in order to put Illinois back to work NOW, fund thousands of critical road, school and public works projects across the state, and generate new revenues to support municipal and county services, promote economic development and provide tax relief.

Current Back to Work Illinois Members

- Back of the Yards Neighborhood Council
- Black Contractors United, Inc.
- Chatham Business Association
- Chicago Federation of Labor
- Chicagoland Chamber of Commerce
- City Wide Liquor Association
- Coalition for United Community Action-ORTC, INC
- Coalition for United Community Labor Force
- Cook County Building and Trades
- Englewood Black Chamber of Commerce
- Fox Valley Building Trades
- Hispanic American Construction Industry Association (HACIA)
- Illinois AFL-CIO
- Illinois Chamber of Commerce
- Illinois Hispanic Chamber of Commerce
- Illinois Hotel & Lodging Association
- Illinois Licensed Beverage Association
- Illinois Pipe Trades Association
- Illinois Restaurant Association
- Illinois State Black Chamber of Commerce
- Mechanical Contractors Association of Chicago
- National Association of Black Business
- Northwestern Illinois Building & Construction Trades Council
- Southeast Chicago Chamber of Commerce
- United Neighborhood Organization (UNO)
- West Central Illinois Building & Construction Trades Council
- Will & Grundy Counties Building Trades Council
- Women Construction Owners & Executives
- Women's Business Development Center

Back to Work Illinois
www.BacktoWorkIllinois.com
312-772-BTWI (2894)



Illinois Capital Plan Fact Sheet

In 2009, the state of Illinois enacted the first significant capital investment program in over a decade. The \$31 billion capital plan will invest in roads, bridges, transit, schools, health care, public works, the environment, economic development and other critical projects that will keep our economy moving and put Illinois residents Back to Work. As Illinois struggles with the highest unemployment rate in 25 years, the capital plan is estimated to create 439,000 over the next five years.

Capital Plan Highlights

- \$31 billion in investments over five years
- Create a minimum of 439,000 jobs over five years
- \$4.6 billion statewide in road, highway, bridge and transit programs
- \$3 billion statewide for school construction
- \$3.3 billion statewide for economic and community development projects, including health care, parks, cultural institutions, and economic redevelopment
- \$1.3 billion for environmental projects, drinking water and sewer upgrades, conservation and cleaning toxic sites

Funding Sources

- Liquor, wine and beer tax increases - \$106 million
- Removal of the sales tax exemption for candy, soft drinks and personal care products - \$150 million
- Private management of Illinois lottery, pilot online ticket sales - \$150 million
- Increases in license, registration and vehicle title fees - \$331 million
- Legalized video gaming - \$375 million

Local Revenue for Local Projects

- 5% of video gaming receipts collected in a community remain under local control for local priorities
- As communities struggle to maintain police and firefighters, local parks and services, these funds can be essential sources of revenue.



Champaign/Danville Capital Plan Highlights

Road & Bridge Projects

- \$86 million to develop additional lanes and a new interchange for I57/70 around Effingham
- \$71 million for lane additions, widening and resurfacing and bridge reconstruction on I-74 from Illinois 47 in Mahomet to Prospect Avenue in Champaign
- \$14.4 million to resurface CH 18/TR 1000N from IL 121 to two miles east and TR 900E to IL 130 north
- \$13 million to reconstruct the existing 157/70 interchange at Fayette Avenue in Effingham
- \$5.9 million to resurface 21.6 miles on US 36 from Illinois 49 to the Indiana state line*
- \$5.8 million to resurface IL 130 from 1.8 miles south of IL 16 in Charleston to Mary Lane*
- \$4.3 million for resurfacing on IL 122 from IL 32 in Lovington to the east city limits of Arthur in Moultrie County*
- \$4 million for approximately 15 miles of resurfacing on Illinois 9 from the Ford county line to Hoopeston*
- \$2 million for resurfacing on US 50 from four miles west of the Lawrence County Line*

21st Century Transportation

- \$7 billion for a 21st century transportation network in Illinois, including:
 - \$400 million for high-speed rail, which could access up to \$2 billion in ARRA funds (statewide)
 - \$380 million for airport improvements (statewide)
 - \$300 million to downstate transit districts for vehicles and facilities (statewide)
 - \$150 million for conventional intercity rail transit (AMTRAK) (statewide)

P-12 Education

- \$3.6 billion in P-12 education across the state, highlights include:
 - \$3 billion for the school construction program (statewide)
 - \$200 million for the school maintenance program (statewide)
 - \$196 million charter schools (statewide)
 - \$100 million for a new school energy efficiency retrofit program (statewide)
 - \$45 million for a new early childhood facilities program (statewide)
 - \$10 million for student laptop computers (statewide)

Higher Education

- \$57.3 million to U of I - Urbana/Champaign to renovate Lincoln Hall
- \$44.5 million to U of I - Urbana/Champaign for an electrical and computer engineering building

Source: JobsNow.illinois.gov

Champaign/Danville area includes Iroquois, Ford, Pratt, Champaign, Vermilion, Douglas, Moultrie, Coles, Edgar, Cumberland, Clark, Fayette, Effingham, Jasper, Crawford, Marion, Clay, Richland and Lawrence Counties.

* Project funded by Jump Start capital plan, signed by Governor Quinn on April 3, 2009

Back to Work Illinois
www.BacktoWorkIllinois.com
312-772-BTWI (2894)

- \$15.4 million to Parkland College to construct a student services addition
- \$9.9 million to Lake Land College to construct a workforce relocation center
- \$7.5 million to Lake Land College to construct a rural development technology center
- \$4.8 million to EIU to upgrade HVAC/plumbing systems in Coleman Hall and the Life Sciences Building

Community Development Projects

- \$830 million in community development projects across Illinois, including:
 - \$300 million for park and recreational facilities (statewide)
 - \$150 million for health care facilities (statewide)
 - \$130 million for affordable housing, including projects for veterans and people with disabilities (statewide)
 - \$100 million for museums (statewide)
 - \$100 million for public libraries (statewide)
 - \$50 million for community health center construction (statewide)

Economic Development Projects

- \$2.5 billion in economic development projects across Illinois, including:
 - \$715 million for state facilities (statewide)
 - \$425 million for weatherization and energy efficiency programs (statewide)
 - \$60 million to U of I Urbana/Champaign for the Petascale supercomputing facility
 - \$50 million for broadband deployment (statewide)
 - \$38 million for River's Edge and Brownfield projects to clean up contaminated sites (statewide)
 - \$25 million for Prime Sites program to develop local infrastructure and create jobs (statewide)
 - \$15 million for creation or retention of jobs in economically depressed areas (statewide)
 - \$10 million for fresh food program to bring grocery stores and other fresh food retailers into communities that need them (statewide)

Environmental Projects

- \$1.3 billion for environmental projects across Illinois, highlights include:
 - \$516 million for the drinking and wastewater revolving loans (statewide)
 - \$250 million for projects such as levees, flood walls and drainage structures (statewide)
 - \$128 million for Army Corp restoration programs (statewide)
 - \$75 million for leaking underground storage tank program (statewide)
 - \$10 million for dam safety programs (statewide)
 - \$8 million for "mud to parks" park restoration program (statewide)

Source: JobsNow.illinois.gov

Champaign/Danville area includes Iroquois, Ford, Pratt, Champaign, Vermilion, Douglas, Moultrie, Coles, Edgar, Cumberland, Clark, Fayette, Effingham, Jasper, Crawford, Marion, Clay, Richland and Lawrence Counties.

* Project funded by Jump Start capital plan, signed by Governor Quinn on April 3, 2009

Back to Work Illinois
www.BacktoWorkIllinois.com
 312-772-BTWI (2894)

www.chicagotribune.com/news/opinion/editorials/ct-edit-video-0614-jm-20100614,0,4419572.story

chicagotribune.com

Another video gamble

June 14, 2010

The last two governors of Illinois improperly tried to jam a casino into Rosemont. A courageous Illinois Gaming Board, aided by Attorney General Lisa Madigan and others, blocked that power play. Now the current governor, Pat Quinn, needs to block a different scheme. The forces pushing video gambling — lobbyist and Democratic pooh-bah Joe Berrios included — are betting that Quinn instead will undercut his regulators at the Gaming Board. We hope Quinn won't play along.

We've opposed last year's legalization of video gambling — a scourge sure to foster bankruptcies and other social ills, especially in poorer communities. That legislation stuck the Gaming Board with the huge job of initiating, and regulating, video gambling statewide. The lobbyists were back for more this spring: They persuaded lawmakers to slash the Gaming Board's discretion to keep known lawbreakers away from state-sanctioned video gambling.

The Gaming Board currently licenses every employee of every establishment that runs a state-approved gambling operation. That would be nine — the number of casinos currently licensed by the state. But licensing every waitress, busboy and barkeep at thousands of taverns that could now conceivably qualify for licenses is impossible. So the board wants to be able to deny a license to anyone who associates with someone who has been involved with illegal video poker machines in the past. Lobbyists who want maximum gambling, and tavern owners who've been flouting the law, convinced legislators to spell out, under law, which offenses rise to that level. The problem is that tavern raids have typically ended in liquor or tax violations, which don't meet the high bar set by lawmakers on behalf of their lobbyist friends.

Gov. Quinn, don't let Berrios and other lobbyists get away with telling the Gaming Board how to regulate video gambling. That's what this bill would do, with permission from legislators. Whose side are they on?

Governor, you signed video gambling into law. We wish you hadn't. But if Illinois must have it, give the Gaming Board the full discretion it needs to do its job — including the discretion to exclude known lawbreakers, criminal convictions or no.

Copyright © 2010, Chicago Tribune



ILLINOIS STUDENT SENATE
Senate Resolution (12-02-2009-02)
Video Gambling

Authors: Hannah Ehrenberg, David Olsen

Sponsors: Nolan Drea, Greg Thompson, Max Molloy, Cole Goldenberg, Peter Hughes, Brian Larson, Robert Gregg

Background

In July 2009 the State of Illinois enacted the Video Gambling Act which will allow Illinois to have more video gambling/slot machines than the State of Nevada. This legislation permits licensed facilities pouring alcohol to create mini-casinos comprised of video gambling machines and including not just bars, but truck stops, restaurants, billiard parlors, airport lounges, bowling alleys, and other convenience locations serving alcohol. Legislation has already been introduced to extend further the types of facilities and the numbers of video gambling machines.

Whereas, The U.S. National Gambling Impact Study Commission, sponsored by U.S. Senator Paul Simon, noted that the psychological, sociological, and psychiatric communities commonly refer to video gambling machines as the "crack cocaine" of creating new addicted gamblers; and

Whereas, The *Chicago Tribune* (7-12-09), the *Chicago Sun-Times* (5-14-09), and other Illinois news media have editorialized and commented against the Video Gambling Act, including calling for its repeal (*Chicago Tribune*, 9-11-09); and

Whereas, Forty-two Illinois counties and municipalities have already enacted new ordinances banning video gambling machines, including DuPage County by a unanimous vote and Cook County by a 10 to 4 vote; and

Whereas, Communities banning video gambling machines will not lose capital construction funds under the \$31 billion capital construction bill; and

Whereas, Studies in concurrence with and subsequent to the U.S. National Gambling Impact Study Commission have shown that student populations are particularly susceptible to addicted and problem gambling and are showing double the gambling addiction rate of the older adult population; and

Whereas, Illinois college communities, such as Carbondale, have recently banned or are poised to ban video gambling machines as problematic for students; and

Whereas, On November 12, 2009, the Champaign County Board, Urbana City Council, and Champaign City Council co-sponsored a policy review study session at the Beckman Institute, where these facts were presented to the public; and

Whereas, If bans are not initiated quickly, video gambling machines will bring all the problems of gambling into our local communities.

Be it resolved by the Illinois Student Senate that

The Illinois Student Senate urges the Champaign County Board, the Urbana City Council, the Champaign City Council, and surrounding governmental units to enact new bans prohibiting video gambling machines.

Chicago Tribune

Founded June 10, 1847

Tony W. Hunter, *Publisher*

Gerould W. Kern, *Editor*

R. Bruce Dold,
Editorial Page Editor

Bill Adee,
Vice President/Digital

Jane Hirr,
Managing Editor

Joycelyn Wintecke,
Associate Editor

Peter Kendall, *Deputy Managing Editor*

EDITORIALS

Video poker? Not here.

If your county or community is on the first of these two lists, congratulations. Your local officials have "opted out" of legalized video gambling. They have declared their disgust with the Illinois legislature's decision to bankroll a \$31 billion capital improvements bill in part by luring more people into neighborhood gambling. These communities have said: Go somewhere else.

If your county or community isn't on the first list, get cracking. Call your local council members, your county board so-
lons, anybody and every-
body who can get your juris-
diction to opt out, too. The
list of opt-out local govern-
ments now stands at 50,
according to the Illinois
Gaming Board. An addi-
tional 14 — that's the second
list below — are considering opt-outs. Note
that county board opt-outs are powerful
statements but apply only to unincorpor-
ated areas, not municipalities.

Inspect the lists: These communities tend
to be populated by savvy and educated
citizens — on average, their socioeconomic
status is above the median — who recognize
video gambling for just what it is: a fine way
to pack low-rent bars and then separate
moderate-income people from what limited
resources their families still have.

This list of local government opt-outs
scared the lobbyists who rammed video
gambling through the Illinois legislature.
And it embarrasses the lawmakers who
took part in hurriedly legalizing it. Both
groups know that every time another
community opts out, pressure builds for the
General Assembly to find a different means
of funding the portion of the capital pro-
gram that revenue from video gambling
would provide to Springfield.

So don't be surprised if, when the General
Assembly reconvenes after Jan. 1, there's a
quick effort to quash or restrict the ability of
local communities to opt out. As this list
grows, the people who stand to make a
fortune from legalized video gambling — or,
in the case of politicians, from the indus-
try's campaign donations — will have to
admit how unpopular this scheme is with
the people of Illinois.

So your mission is simple:

If you don't want your community to be
among the losers that get stuck with legal
video gambling in taverns and certain other
local establishments, start dialing your
local officials and demanding that they opt
out of this major gambling expansion.

And if you want your state legislators
either to slim down the capital program or
find a less exploitative way to pay for it, dial
them and demand that they undo this
terrible state law. Be sure to ask whether
they voted for or against it.
Tell your neighbors what
you've learned.

Communities are stepping up to spike gambling.

These are the 50 govern-
ments the Gaming Board
says have banned video
gambling:

Cook County, DuPage County, Kane
County, Lake County, Addison, Batavia,
Beach Park, Burbank, Burr Ridge,
Bloomington, Buffalo Grove, Carbon-
dale, Carol Stream, Country Club Hills,
Darien, East Dundee, Elburn, Elmhurst,
Evanston, Glen Ellyn, Glenview, Han-
over Park, Hawthorn Woods, Highland
Park, Itasca, Kildeer, La Grange, Lake
Bluff, Lake Forest, Libertyville, Lincoln-
wood, Lisle, Mettawa, Mount Prospect,
Naperville, Northbrook, Oak Park, Oak-
brook Terrace, Orland Park, Palos
Heights, Rochester, Rosemont, Schiller
Park, South Holland, Villa Park, Wayne,
West Chicago, Wheaton, Wilmette, Win-
field.

The Gaming Board says these 14 govern-
ments are considering bans:

Kendall County, McHenry County, Pe-
oria County, Will County, Arlington
Heights, Campton Hills, Deerfield, El-
gin, Gurnee, Lindenhurst, Oswego, Park
Ridge, West Dundee, Winnetka.

Apply your pressure now, and keep
applying it.

The sooner state lawmakers see that
video gambling won't produce the revenue
they envisioned, the sooner they'll be forced
to kill it and find some other way to fund all
those ribbon-cuttings they want to attend.



Academic Senate

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

RS.10.01
December 7, 2009
Approved by Senate

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN SENATE

Prefiled Resolution

RS.10.01 Resolution Regarding Local Governmental Units Banning Video Gambling Machines Due to Their Detrimental Impacts on Students and the General Public

Background

In July 2009 the State of Illinois enacted the Video Gambling Act which will allow Illinois to have more video gambling/slot machines than the State of Nevada. This legislation permits licensed facilities pouring alcohol to create mini-casinos comprised of video gambling machines and including not just bars, but truck stops, restaurants, billiard parlors, airport lounges, bowling alleys, and other convenience locations serving alcohol. Legislation has already been introduced to extend further the types of facilities and the numbers of video gambling machines.

Whereas, The U.S. National Gambling Impact Study Commission, sponsored by U.S. Senator Paul Simon, noted that the psychological, sociological, and psychiatric communities commonly refer to video gambling machines as the "crack cocaine" of creating new addicted gamblers; and

Whereas, The *Chicago Tribune* (7-12-09), the *Chicago Sun-Times* (5-14-09), and other Illinois news media have editorialized and commented against the Video Gambling Act, including calling for its repeal (*Chicago Tribune*, 9-11-09); and

Whereas, Thirty-nine Illinois counties and municipalities have already enacted new ordinances banning video gambling machines, including DuPage County by a unanimous vote and Cook County by a 10 to 4 vote; and

Whereas, Communities banning video gambling machines will not lose capital construction funds under the \$31 billion capital construction bill; and

Whereas, Studies in concurrence with and subsequent to the U.S. National Gambling Impact Study Commission have shown that student populations are particularly susceptible to addicted and problem gambling and are showing double the gambling addiction rate of the older adult population; and

Whereas, Illinois college communities, such as Carbondale, have recently banned or are poised to ban video gambling machines as problematic for students; and

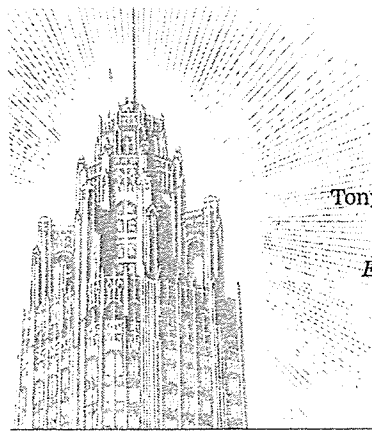
Whereas, On November 12, 2009, the Champaign County Board, Urbana City Council, and Champaign City Council co-sponsored a policy review study session at the Beckman Institute, where these facts were presented to the public; and

Whereas, If bans are not initiated quickly, video gambling machines will bring all the problems of gambling into our local communities.

Be it resolved by the UIUC Senate that

For the welfare of the student population and the general public, the UIUC Senate urges the Champaign County Board, the Urbana City Council, the Champaign City Council, and surrounding governmental units to enact new bans prohibiting video gambling machines.

UIUC Senate Members:



Chicago Tribune

Founded June 10, 1847

Tony W. Hunter, *Publisher*

Gerould W. Kern, *Editor*

R. Bruce Dold
Editorial Page Editor

Bill Adeo
Vice President/Digital

Jane Hirt
Managing Editor

Joycelyn Winnecke
Associate Editor

Peter Kendall, *Deputy Managing Editor*

EDITORIALS



MONDAY, JUNE 14, 2010

Another video gamble

The last two governors of Illinois improperly tried to jam a casino into Rosemont. A courageous Illinois Gaming Board, aided by Attorney General Lisa Madigan and others, blocked that power play.

Now the current governor, Pat Quinn, needs to block a different scheme. The forces pushing video gambling—lobbyist and Democratic pooh-bah Joe Berrios included—are betting that Quinn instead will undercut his regulators at the Gaming Board. We hope Quinn won't play along.

We've opposed last year's legalization of video gambling—a scourge sure to foster bankruptcies and other social ills, especially in poorer communities. That legislation stuck the Gaming Board with the huge job of initiating, and regulating, video gambling statewide. The lobbyists were back for more this spring: They persuaded lawmakers to slash the Gaming Board's discretion to keep known lawbreakers away from state-sanctioned video gambling.

The Gaming Board currently licenses every employee of every establishment that runs a state-approved gambling operation. That would be nine—the number of casinos currently licensed by the state.

But licensing every waitress, busboy and barkeep at thousands of taverns that could now conceivably qualify for licenses is impossible. So the board wants to be able to deny a license to anyone who associates with someone who has been involved with illegal video poker machines in the past.

Lobbyists who want maximum gambling, and tavern owners who've been flouting the law, convinced legislators to spell out, under law, which offenses rise to that level. The problem is that tavern raids have typically ended in liquor or tax violations, which don't meet the high bar set by lawmakers on behalf of their lobbyist friends.

Gov. Quinn, don't let Berrios and other lobbyists get away with telling the Gaming Board how to regulate video gambling. That's what this bill would do, with permission from legislators. Whose side are they on?

Governor, you signed video gambling into law. We wish you hadn't. But if Illinois must have it, give the Gaming Board the full discretion it needs to do its job—including the discretion to exclude known lawbreakers, criminal convictions or no.

Quinn can block this scheme.

May, 2010

Communities and Counties that have Banned Video Gambling

1. Addison
2. Arlington Heights
3. Batavia
4. Beach Park
5. Bloomingdale
6. Buffalo Grove
7. Burbank
8. Campton Hills
9. Carbondale
10. Carol Stream
- 11. Cook County**
12. Country Club Hills
13. Darien
14. Downers Grove
- 15. Du Page County**
16. East Dundee + Passed Advisory Referendum on Feb. 2, 2010
17. Elburn
18. Elmhurst
19. Evanston
20. Glen Ellyn
21. Glenview
22. Grayslake
23. Gurnee
24. Hanover Park
25. Hawthorn Woods
26. Highland Park
27. Hinsdale
28. Itasca
29. Kenilworth
30. Kildeer
31. La Grange
32. Lake Bluff
- 33. Lake County**
34. Lake Forest
35. Libertyville
36. Lincolnshire
37. Lincolnwood
38. Lisle
- 39. Mc Henry County**
40. Mettawa
41. Morton

42. Mount Prospect
43. Naperville
44. Northbrook
45. Oak Park
46. Oakbrook Terrace
47. Orland Park
48. Palos Heights
49. Palos Park
50. Park Ridge
51. Rochester
52. Roselle
53. Rosemont
54. Schiller Park
55. South Barrington
56. South Holland
57. St. Charles
58. Villa Park
59. Wadsworth
60. Wayne
61. Warrenville
62. West Chicago
63. West Dundee
64. Westmont
65. Wheaton
66. Wilmette
67. Winfield
68. Winnetka
69. Wood Dale

Communities that will Not Ban Video Gambling

1. Lake in the Hills
2. Wauconda
3. Rockford
4. Rock Island
5. Homer
6. Kane County
7. Peoria County



STUDENT SENATE

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

ILLINOIS STUDENT SENATE
Senate Resolution (12-02-2009-02)
Video Gambling

Authors: Hannah Ehrenberg, David Olsen
Sponsors: Nolan Drea, Greg Thompson, Max Molloy, Cole Goldenberg, Peter Hughes, Brian Larson, Robert Gregg

Background

In July 2009 the State of Illinois enacted the Video Gambling Act which will allow Illinois to have more video gambling/slot machines than the State of Nevada. This legislation permits licensed facilities pouring alcohol to create mini-casinos comprised of video gambling machines and including not just bars, but truck stops, restaurants, billiard parlors, airport lounges, bowling alleys, and other convenience locations serving alcohol. Legislation has already been introduced to extend further the types of facilities and the numbers of video gambling machines.

Whereas, The U.S. National Gambling Impact Study Commission, sponsored by U.S. Senator Paul Simon, noted that the psychological, sociological, and psychiatric communities commonly refer to video gambling machines as the “crack cocaine” of creating new addicted gamblers; and

Whereas, The *Chicago Tribune* (7-12-09), the *Chicago Sun-Times* (5-14-09), and other Illinois news media have editorialized and commented against the Video Gambling Act, including calling for its repeal (*Chicago Tribune*, 9-11-09); and

Whereas, Forty-two Illinois counties and municipalities have already enacted new ordinances banning video gambling machines, including DuPage County by a unanimous vote and Cook County by a 10 to 4 vote; and

Whereas, Communities banning video gambling machines will not lose capital construction funds under the \$31 billion capital construction bill; and

Whereas, Studies in concurrence with and subsequent to the U.S. National Gambling Impact Study Commission have shown that student populations are particularly susceptible to addicted and problem gambling and are showing double the gambling addiction rate of the older adult population; and

Whereas, Illinois college communities, such as Carbondale, have recently banned or are poised to ban video gambling machines as problematic for students; and

Whereas, On November 12, 2009, the Champaign County Board, Urbana City Council, and Champaign City Council co-sponsored a policy review study session at the Beckman Institute, where these facts were presented to the public; and

Whereas, If bans are not initiated quickly, video gambling machines will bring all the problems of gambling into our local communities.

Be it resolved by the Illinois Student Senate that

The Illinois Student Senate urges the Champaign County Board, the Urbana City Council, the Champaign City Council, and surrounding governmental units to enact new bans prohibiting video gambling machines.