



**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE – Finance/Policy/Justice Addendum II**
County of Champaign, Urbana, Illinois
Tuesday, November 8, 2011 – 6:00 p.m.

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

Page Number

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3. Approval of an Agreement Concerning the Provision and Administration of METCAD 1-13
By and Between the City of Champaign, the City of Urbana, Champaign County, and the
University of Illinois

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**AN AGREEMENT
CONCERNING THE PROVISION AND ADMINISTRATION OF
METROPOLITAN COMPUTER-AIDED DISPATCH (METCAD)
BY AND BETWEEN THE CITY OF CHAMPAIGN,
THE CITY OF URBANA, CHAMPAIGN COUNTY
AND THE UNIVERSITY OF ILLINOIS**

(2011)

This Agreement is made and entered into on the date last executed by the parties hereon, by and between the City of Champaign, City of Urbana, Champaign County and University of Illinois, all body politics and corporate, and the Champaign County Sheriff, with offices in Champaign County, Illinois.

WHEREAS, the parties previously entered into an Agreement Concerning Metropolitan Computer-Aided Dispatch (METCAD), as amended, which provides for the operation and joint funding of public safety dispatching by the parties to this Agreement, pursuant to which they have been operating METCAD; and

WHEREAS, the parties find it continues to be in the best interest of the County of Champaign, City of Champaign, City of Urbana and University of Illinois to use a consolidated, computer-aided public safety dispatch system; and

WHEREAS, the parties to desire to operate such a system in the most cost effective and efficient way; and

WHEREAS, the mission of such a dispatching system is to provide quality public safety dispatch services at a reasonable cost in the best interest of all the constituents and citizens of the respective agencies; and

WHEREAS, the parties have operated METCAD under the prior Agreement as amended, referred to above and have now determined that further improvements in the quality and cost-effectiveness of consolidated computer-aided dispatching for all

parties can best be achieved by implementing changes in the administration of such a system to achieve, among other benefits the streamlining of the system's administration and policy-making processes to achieve a more efficient and effective system; and

WHEREAS, the parties are committed to the principles of intergovernmental cooperation outlined in other resolutions adopted by the parties and as demonstrated by the operation of the system; and

WHEREAS, the parties seek to establish a framework for continued development of the system with the goal that the system will be a model of intergovernmental cooperation providing the highest quality public safety dispatch service in the most cost-effective manner; and

WHEREAS, the parties recognize that the success of the system is necessary and instrumental to the success of the public safety agencies it serves; and

WHEREAS, each party is committed to making the system a customer based system, serving the needs of its customers, including but not limited to those in need of dispatching services, the public safety agencies dispatched, the constituents of each member agency and the member agencies; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and 5 ILCS 220/1, et seq., provides for intergovernmental cooperation; and

WHEREAS, the parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of the system as set forth herein and as articulated from time to time by the parties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

- (a) "Parties" or "Members" mean the County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the Champaign County Sheriff; and the University of Illinois at Urbana-Champaign and such other members who become signatories to this Agreement pursuant to Section 20 of this Agreement.
- (b) "METCAD" means Metropolitan Computer-Aided Dispatch, a computer-aided, public safety dispatch system "utilizing a central computer, a dispatch center, and a public safety dispatching staff established by and operated pursuant to this Agreement by the Lead Agency.
- (c) "Departments" means the police and fire departments of each party.
- (d) "METCAD Policy Board" or "METCAD Board" or "Board" means the body created by this Agreement to approve the budget for METCAD dispatch operations and to develop cooperative approaches addressing public safety dispatch issues and concerns of each party.
- (e) "METCAD Director" or "Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities and employees assigned to METCAD in accordance with the policies and procedures of METCAD in accordance with the policies and procedures of the Lead Agency and the METCAD Board.
- (f) "Lead Agency" means the party or jurisdiction designated by this Agreement as the party having overall responsibility for METCAD operations on an ongoing basis in accordance with the policies of the METCAD Board.
- (g) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw pursuant to Section 12(b) of this Agreement nor has been sent a notice of default under Section 12(c) of this Agreement.
- (h) "Rural Fire Department Representative" means the representative to the METCAD Policy Board elected bi-annually by majority vote of the chiefs of the fire departments and fire protection districts who are METCAD user agencies but not parties to this Agreement.
- (i) "Rural Police Department Representative" means the representative of a rural police agency elected to the METCAD Police Board bi-annually by majority vote of the Police Chiefs of all police agencies or

departments who are METCAD user agencies but not parties to this Agreement.

Section 2. METCAD Policy Board Created. The METCAD Policy Board is hereby created.

- (a) Membership. The METCAD Policy Board shall be comprised as follows:

The following officials of each of the members shall have the authority to designate two representatives to represent that member on the Board, one of which shall be designated as an "administrative representative" and the other shall be an employee of the police (or sheriff) or fire department and designated as the "public safety representative".

- i. For the City of Champaign, the City Manager or that official's designee.
 - ii. For the City of Urbana, the Mayor or that official's designee.
 - iii. For Champaign County and the Champaign County Sheriff, the County Board Chair shall designate the administrative representative, and the County Sheriff shall designate the public safety representative.
 - iv. For the University of Illinois, the Chancellor or that official's designee.
 - v. For any new member added pursuant to Section 20 of this Agreement, the Mayor or Chief Administrative Officer of said new member, or that official's designee.
 - vi. The authority to designate representatives provided for in this paragraph (1) shall include the power to designate or to delegate to the named representative the power to designate a temporary or alternate representative who may attend a METCAD Policy Board meeting in lieu of the named representative and exercise all of the powers of the that named representative when that representative is unable to attend said meeting.
- (1) One non-member representative shall be designated by the fire departments/fire protection districts that are METCAD user agencies (hereinafter "rural fire representative").

- (2) One non-member representative shall be designated by and from the Police Chiefs of police agencies or departments who are METCAD user agencies but not parties to this Agreement (hereinafter "rural police representative").
- (b) Quorum. A quorum of the METCAD Policy Board shall be seven (7) representatives but shall require at least one representative from each member (including any new members).
- (c) Vote Required. In those matters designated to be decided by the METCAD Policy Board, unless otherwise specified, the proposition voted upon shall be not considered adopted unless it receives a yes vote of a majority of all representatives of the METCAD Policy Board provided the member who designated such representative is in good standing at the time the vote is taken.
- (d) "Administrative Member" votes. In those matters to be decided by the affirmative vote of all administrative members of the parties, a proposition shall not be considered adopted unless it receives a yes vote from the administrative representatives of each and every member that is in good standing at the time the vote is taken.
- (e) The Board may provide for officers and rules of procedure at meetings, and for policies used for METCAD operation not inconsistent with the Agreement.

Section 3. METCAD Board Functions and Duties.

- (a) It shall be the function and duties of the METCAD Policy Board to:
 - (1) By at least three-quarters (3/4) vote, concur in the Lead Agency's designation of METCAD Director;
 - (2) By unanimous vote of the administrative representatives of the parties, annually approve METCAD's operating budget, including but not limited to all expenditures relating to physical facilities and equipment, and approve amendments to said budget and expenditure as from time to time deemed necessary by the parties. The vote taken is not subject to the quorum requirements;
 - (3) Approve METCAD mission, goals and objectives by at least a majority vote;

- (4) By a unanimous vote of the administrative representatives of the parties, approve the funding formula to determine the parties' share of expenses for METCAD operations annually. The vote taken is not subject to the quorum requirements;
 - (5) Approve contracts with other governmental entities to provide some or all of METCAD services on a contractual basis for a fee by at least a majority vote;
 - (6) Designate the Lead Agency by at least a three-fourths (3/4) vote, provided that no member shall be designated Lead Agency without its consent, and provided further that, unless the parties agree otherwise, no change in the Lead Agency shall take place for at least one hundred eighty (180) days notice prior to the beginning of the next fiscal year; and
 - (7) Approve the addition of new parties to this Agreement in accordance with this Agreement, by unanimous vote of the administrative representatives of the parties.
- (b) METCAD Policy Board meetings shall be scheduled at least quarterly by the Director. Other meetings may be called at the request of the Board Chair or any two (2) members.

Section 4. METCAD Created. The parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement, METCAD, a metropolitan computer-aided dispatch system. METCAD is to provide and operate a coordinated public safety dispatching system utilizing a central computer coordinated dispatch center, and coordinated dispatching staff. METCAD shall continuously provide such dispatching services in accordance with this Agreement. Service from METCAD and access to METCAD communications systems and equipment shall be in accordance with this Agreement. METCAD shall be an operating system of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in this Agreement.

Section 5. Lead Agency Designated. The Lead Agency shall initially be the City of Champaign, Illinois, subject to any subsequent change approved by the Board.

Section 6. Lead Agency Duties. The Lead Agency shall be responsible for the overall operation of METCAD and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the METCAD Policy Board. These duties include, but are not limited to:

- (a) Employing and supervising all personnel assigned to METCAD, including, but not limited to, the METCAD Director, in accordance with the Lead Agency's policies and procedures, including but not limited to hiring, firing, discipline, establishing incentives, benefits, negotiation with unions and all other employment decisions;
- (b) Incurring and paying, on behalf of the parties and in accordance with this Agreement and METCAD's approved budget, all METCAD expenses;
- (c) Entering into all contracts, leases and procurement agreements in accordance with this Agreement and the approved budget and the policies and procedures of the Lead Agency;
- (d) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved budget and the Lead Agency and METCAD Board policies;
- (e) Billing and collecting from each party its share of the cost of METCAD's operations as provided in this Agreement and the approved annual budget;
- (f) Establishing and implementing policies and procedures to achieve the mission, goals and objectives of METCAD;
- (g) Directing the management and supervision of all employees assigned to METCAD in accordance with the policies and procedures of the Lead Agency;
- (h) Supervising the development of a proposed annual operating budget and administer the approved budget and expenditures in accordance with this Agreement;
- (i) Providing staff support to the METCAD Policy Board, and bring policy issues to the Board as appropriate;
- (j) Expending funds in accordance with METCAD's approved budget. Purchasing procedures shall be in accordance with the approved METCAD budget and the applicable provisions of the State Purchasing Act, the policies and procedures of the Lead Agency and shall be in lieu of any other approvals by the METCAD Board. The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in METCAD's budget, as amended from time to time in accordance with this Agreement. The

formula for cost reimbursement shall be established as part of the funding formula.

Section 7. Dispatch Services. The Lead Agency shall consult with each member agency, from time to time, in developing procedures for service in connection with accessing information and communicating through METCAD, in accordance with the policies and operating budget as approved by the METCAD Police Board or specified in this Agreement.

Section 8. METCAD Services. The Lead Agency, through METCAD, shall provide the following services to each party:

- (a) Standardized computer-aided dispatch services twenty-four (24) hours every day with fire, police, and emergency medical services and the NCIC connection for police provided by the member agencies. This shall include service through mobile data terminals with the capacity for integration with dispatching and access to LEADS services by the State;
- (b) 9-1-1 service and, when available, enhanced 9-1-1 service;
- (c) The capacity for standardized, centralized public safety agency records services on an automated basis for each member's public safety agencies;
- (d) Review, evaluate and respond to special service requests and service complaints by each member agency and each user agency;
- (e) Respond to complaints and requests by persons about METCAD activities;
- (f) Establish policies which conform with all laws and public safety agency requirements regarding security and confidentiality of information acquired or generated by METCAD;
- (g) Manage and maintain all facilities and equipment assigned or owned on behalf of METCAD;
- (h) Provide training to employees assigned to METCAD;
- (i) Perform such other services for the parties as directed by the METCAD Policy Board from time to time.

All such services shall be provided by the Lead Agency on behalf of all parties to this Agreement in accordance with this Agreement. The Lead Agency will establish performance standards for these services which it shall endeavor to achieve in

accordance with and subject to this Agreement. All activities of METCAD shall be subject to the policies and procedures of the Lead Agency and its rules and regulations as it shall establish from time to time, to the same extent as if it was a department of the Lead Agency, except to those matters assigned or under the control of the METCAD Board or as specified in this Agreement.

Section 9. Finances. Each party shall be responsible for a pro-rata share of METCAD's operating budget and expenses based on a cost-sharing formula approved annually by a unanimous vote of the administrative representatives of the parties as provided for in this Agreement.

The Lead Agency shall maintain financial records regarding METCAD operations and finances in accordance with generally accepted governmental accounting principles, which records shall be available at the Lead Agency's finance offices for inspection during regular business hours.

The Lead Agency shall invoice each member agency for its share of METCAD costs on the first day of each quarter for the next quarter's service.

Member agencies shall pay said bills within thirty (30) days of receipt of an invoice for the same. METCAD's financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of METCAD.

All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.

For purposes of this Section, due to the appropriation and spending authority as established in the Counties Code, the Champaign County Sheriff is not a party.

Section 10. Fiscal Year. METCAD's fiscal year shall be from July 1 to June 30.

Section 11. Equipment. Use and Ownership: Loaned Equipment.

- (a) All equipment purchased for METCAD shall be purchased, utilized and disposed of by the Lead Agency and held in trust for METCAD's use. It shall be recorded and identified as METCAD Agreement property, separate from other Lead Agency property. Prior to dissolution of METCAD, all proceeds from the sale of any METCAD Agreement property shall be devoted solely to the operation of METCAD.
- (b) Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned equipment. If the party owning loaned equipment wishes to withdraw it from

METCAD service, that party may do so provided that if in the opinion of the METCAD Director the property is essential to METCAD and requires replacement to ensure consistency and proper functioning of METCAD, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other parties.

Section 12. Termination by Parties.

- (a) A party may terminate its participation in this Agreement on July 1 of any year by giving written notice to each of the other parties. Such notice shall be at least eighteen (18) months before the desired termination date.
- (b) Notwithstanding any provision of this Agreement to the contrary, a member may withdraw by giving prior written notice thirty (30) days in advance to each of the other parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this Section can only be invoked if the corporate authorities of such member has failed or refused to authorize, appropriate or budget the funds necessary to pay such member's share of the costs as determined by the administrative representatives of the METCAD Policy Board pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.
- (c) If a party to this Agreement is in default of its payment obligations, the METCAD Policy Board may so declare and terminate dispatching services to that member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the METCAD Policy Board shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of METCAD as determined in accordance with this Agreement for the ensuing eighteen (18) months following the termination of dispatch services. If the defaulting party, within the eighteen (18) month period, pays all amounts due, dispatching services to the party shall be reinstated.

Section 13. Rights of Terminating Party to METCAD Capital Assets. A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the METCAD operation. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of METCAD until METCAD is dissolved.

Section 14. Dissolution. It is the intent of the parties to maintain METCAD as a continuing operation. However, should any of the parties elect to withdraw its participation in and support of METCAD, then METCAD may continue in operation for the benefit of the remaining parties if a minimum of (2) two of the parties elect to continue their participation.

Section 15. Disposition of METCAD Assets Upon Dissolution. Upon dissolution of METCAD, all capital assets held in trust by the Lead Agency on behalf of the parties to this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such capital assets or operating expenses of METCAD, shall be divided among all parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total amount of funding contributed by the parties for METCAD operations over the total period of time from May 1, 1979 to the date that METCAD is dissolved. Any one (1) or more of the parties shall have the right to purchase such capital assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the four (4) administrative METCAD Policy Board Representatives of the City of Champaign, City of Urbana, Champaign County and the University of Illinois. If more than one (1) party wishes to purchase such assets or a particular asset, the matter will be decided by lot.

Section 16. Insurance. The Lead Agency shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient property insurance to cover the replacement value of the METCAD equipment and all equipment loaned to METCAD, against all direct loss or damage. The cost of any such insurance shall be a cost of operating METCAD, to be borne by the parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for METCAD operations in accordance with insurance purchase standards for its other operating departments.

Section 17. Limitations of Personnel. No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

Section 18. Duty of Each Member. Each member shall utilize METCAD only in accordance with METCAD policies.

Section 19. Amendments. This Agreement may be amended in writing at any time by mutual agreement of all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

Section 20. Addition to Members. The METCAD Board may approve the addition of a party to this Agreement, without further amendment of the Agreement, if the new member pays an initial capital fee equivalent to a pro-rata share of the capital costs incurred by METCAD for providing existing services and agrees to pay monthly fees in accordance with the funding formula.

The METCAD Policy Board, by a majority vote, shall set the formula to determine the initial capital fees equivalent to the shares that existing members have paid since the inception of METCAD in 1979.

Section 21. Termination of Prior Agreement. Upon the taking effect of this Agreement, the prior Agreement concerning Metropolitan Computer-Aided Dispatch (METCAD), as amended, between the parties shall be terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement on the dates appearing below.

CITY OF CHAMPAIGN

CITY OF URBANA

BY: _____
City Manager

BY: _____
Mayor

DATE: _____

DATE: _____

ATTEST: _____
City Clerk

ATTEST: _____
City Clerk

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR CITY:

City Attorney

City Attorney

COUNTY OF CHAMPAIGN

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: _____
Chairman

BY: _____
Comptroller

DATE: _____

DATE: _____

ATTEST: _____
Secretary

ATTEST: _____
Secretary

CHAMPAIGN COUNTY
SHERIFF'S OFFICE

Chancellor

BY: _____
Sheriff

Business Office

DATE: _____

APPROVED AS TO FORM:

ATTEST: _____
Secretary

Campus Legal Counsel

APPROVED AS TO FORM:

County Legal Counsel

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE CLINTON LANDFILL PERMIT**

WHEREAS, Clinton Landfill #3 is currently permitted as a landfill authorized to accept municipal solid waste;

WHEREAS, Clinton Landfill Incorporated, a subsidiary of Area Disposal Service, Inc., operates Clinton Landfill #3, has applied to the United States Environmental Protection Agency, pursuant to Section 6(e)(1) of the Toxic Substances Control Act of 1976 (15 USC 2605(e)(1)) to permit the acceptance of Polychlorinated Biphenyls at such site;

WHEREAS, the regulations pertaining to chemical waste landfills, 40 CFR§ 761.75 require landfills used for its disposal (PcB's) to be approved by the United State Environmental Protection Agency, Regional Administrator;

WHEREAS, the Clinton Landfill directly affects the Mahomet Aquifer which serves as a source of drinking water for a wide area of Central Illinois;

WHEREAS, the parties to this agreement believe that the citing of a landfill with PcB's poses an unacceptable risk to the communities which are served by the Mahomet Aquifer;

WHEREAS, professionals are needed to assist the parties; and,

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, the parties agree as follows:

Section 1. In General. All the participants in this recognized the importance of the Mahomet Aquifer to the well-being of their communities. The parties recognize that potential contamination of the Aquifer would have catastrophic consequences for each community. It is

the purpose of this Agreement to provide for the participants' ability to effectively intervene in any proceeding which threatens the aquifer or increases the probability of contamination and specifically the proceeding referred to make preamble of the agreement.

Section 2. Original Members. The CITY OF CHAMPAIGN, ILLINOIS (Champaign), the CITY OF URBANA, ILLINOIS (Urbana), the CITY OF BLOOMINGTON, ILLINOIS (Bloomington), the TOWN OF NORMAL, ILLINOIS, (Normal), the CITY OF DECATUR, ILLINOIS (Decatur) , and the CITY OF PEORIA , ILLINOIS (Peoria) each shall be designated an "Original Member".

Section 3. Additional Parties. Other governmental agencies may become members to this Agreement by agreeing to the terms herein. Fully Participating members shall contribute financially to these undertakings in a proportionate amount according to the terms provided in this Agreement and shall have the same rights and responsibilities as Original Members. If an additional member becomes a Fully Participating Member during the course of a particular ICC proceeding, the total costs for that particular proceeding after Preliminary Review shall be shared with the new Member. Any reference to Members in this Agreement means all Original Members and Fully Participating Members who have not terminated their participation as provided in Section 9.

In addition to Members, other units of local government who are concerned about cost increases in electric rates may join with the Members in participating in specific cases before the Illinois Commerce Commission (ICC). Such parties shall be designated as Partners. Partners may participate in cases on a case by case basis with a contribution of funds in any amount. Partners shall receive the same Case Reports as Members for the case in which they are participating. When a Partner has made a contribution towards the expenses of a specific case,

the Lead Agency will request that the ICC add such Partner as an additional party Intervener to that case.

Section 4. Lead Agency. Champaign shall be the initial lead agency on behalf of the Members. The Lead Agency may be rotated among the Members as jointly agreed upon by the Executive Committee. The Lead Agency shall have the following responsibilities:

1. Contracts. Prepare Requests for Proposals; enter into contracts for professional services in connection with intervention into the US EPA or IEPA case or appeals to the Courts from decisions; and supervise the professional service providers in the course of such intervention or participation including without limitation, financial, legal and engineering consultants. Such contracts shall be entered into as expeditiously as possible in order to meet any case schedule. Any contractual limitations in use of the work product of service providers in these cases shall be applicable to Members in the same manner as applied to the Lead Agency.

2. Reports. The Lead Agency shall cause reports to be sent periodically to the members and make available copies of work produced by services purchased under this Agreement.

3. Meetings. The Lead Agency will arrange for meetings of the Executive Committee, if necessary.

Section 5. Executive Committee. The Executive Committee shall consist of one contact person designated by each Member. Changes in the contact person may be made at any time by a Member upon notice by email or letter to the contact person of the Lead Agency. The Executive Committee may take any action by vote of a majority of those in attendance at a meeting or voting by email or telephone confirmed by email, provided that at least 3 Original Members vote. Approval by a majority of those voting is necessary to take the following actions:

1. Approve a contract with a service provider; and
2. Approve the position to be taken by Interveners in any expert testimony to be submitted to the IEPA, US EPA or the courts.

Section 6. Cost Sharing. All current Members shall be proportionately liable for the costs. All Members shall be proportionately liable for all costs, including for contractual services retained pursuant to Section 3. All costs are shared with the Members on the basis of population. Members shall be billed at the conclusion of the major case segments as bills from professionals are received and at the conclusion of the case, with costs required to be paid to consultants prior to that time being borne by the Lead Agency.

The Lead Agency will seek reimbursement for its own staff time or in house resources provided to support this project at the rate of 10% of the total cost billed by professional service contractors.

Section 7. Payment. Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within forty-five (45) days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 8. Completion and Termination.

1. Any signatory to this Agreement may terminate this Agreement by giving no less than forty-five (45) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed to the City or Town Manager and the City or Town Attorney of the current Lead Agency. Until otherwise provided, such notice shall be given as follows:

City Manager
City of Champaign

City Attorney
City of Champaign

102 North Neil Street
Champaign, IL 61820

102 North Neil Street
Champaign, IL 61820

In the event of termination of this Agreement by any Member prior to completion and final payment by that participant, the participant will pay the Lead Agency its proportionate share of costs for all services performed actually rendered up to the effective date of termination. The Lead Agency shall notify all other members of the termination of a Member and recalculation of shares of remaining costs.

2. In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved member may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory Agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting member shall be liable to the other members for any damages sustained by them based on the default. The terminating member shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

Section 9. Designated Contact Persons. Each member shall designate a representative who shall be the contact person concerning this Intergovernmental Agreement and a member of the Executive Committee. The Lead Agency shall maintain a current listing of the designated contact persons for each jurisdiction. For purposes of this Agreement, the designated contact person shall have authority to make decisions concerning direction in the case for such Member and shall be added to the service list to receive all filings in the case, if he/she so requests.

(THIS SPACE IS INTENTIONALLY LEFT BLANK)

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Phone: _____

E-Mail: _____

CITY OF URBANA, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CITY OF BLOOMINGTON, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

TOWN OF NORMAL, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Corporation Counsel

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CITY OF DECATUR, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CITY OF PEORIA, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Corporation Counsel

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

AGREEMENT FOR LEGAL SERVICES

PREAMBLE

Parties to the Agreement

THIS AGREEMENT (hereafter "Agreement"), is entered into on the date last executed by the parties hereto. The parties to this Agreement are the City of Champaign, Illinois, a municipal corporation (hereafter "City"), and attorneys Albert Ettinger and David L. Wentworth II (hereafter "Service Providers"). Albert Ettinger is a sole practitioner whose office is located in Chicago, Illinois. David L. Wentworth II is a partner with the law firm of Hasselberg, Williams, Grebe, Snodgrass & Birdsall, located in Peoria, Illinois.

Subject Matter of Legal Services to be Provided

This Agreement concerns the scope of legal service that the Service Providers will provide to the City to investigate and provide legal opinions regarding the following:

1. The legal merits of a pending application (hereafter "pending application"), submitted by Clinton Landfill, Incorporated, an Illinois corporation, (hereafter "Clinton Landfill, Inc.") to the United States Environmental Protection Agency, (hereafter "U.S. EPA"), for approval of a chemical waste landfill (hereafter "proposed chemical waste landfill") for the disposal of polychlorinated biphenyls, (hereafter "PCBs"), issued pursuant to 40 CFR 761.75, to be located on the property that is the site of Clinton Landfill Incorporated's current municipal waste landfill (hereafter "current landfill") in De Witt County, Illinois;
2. The legal merits or validity of permission or approval previously granted by the Illinois Environmental Protection Agency (hereafter IEPA) of the proposed chemical waste landfill.
3. The extent to which any disposal of substances containing benzene or other aromatic compounds, or other hazardous or otherwise toxic wastes generated by industrial uses or environmental remediation efforts at other locations, are currently authorized by any

IEPA or other State agency approvals, and if so authorized, the legal validity of such authorizations.

City Acting in Capacity as Lead Agency for Other Municipalities

The parties agree and understand that the City, in taking on its responsibilities and obligations in this Agreement, is acting as lead agency on behalf of itself and additional municipalities who are similarly concerned about the disposal of PCBs and other hazardous materials at the Clinton Landfill site, including the City of Urbana, Illinois and the Village of Normal, Illinois (hereafter collectively referred to as "other concerned municipalities").

AGREEMENT

In consideration of the mutual benefits accruing to the parties to this Agreement, the City and Service Provider agree as follows:

Section 1. Preamble incorporated by reference herein. All substantive matters described in the preamble above are hereby incorporated by reference herein.

Section 2. Scope of Services. The Service Providers shall perform the work described in Exhibit "A", attached hereto and incorporated.

Section 3. Payment. The Service Providers shall be compensated at the rate outlined in the proposal and set forth in Exhibit "A" with a total not-to-exceed cost of [] (\$.00). Payment for services rendered shall be due to the Service Providers only after receipt by the City of an itemized statement submitted monthly. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The amount of such statement shall not exceed the amount of fee set forth above for the task performed. The City shall render payment within thirty (30) days following receipt of a statement of itemization of the services for services actually, timely and satisfactorily

performed. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

Section 4. Personal Services. The parties as the basis of this Agreement agree that Albert Ettinger and David L. Wentworth II shall personally perform or directly supervise Service Providers' performance hereunder.

Section 5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to meet the schedules set forth in Exhibit "A".

Section 6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider (Service Provider) shall maintain in full force and effect insurance policies as enumerated below. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) form or a manuscript form if coverage is broader than the ISO form. Prior to execution of this agreement, the Service Provider shall provide the City with a certificate of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to the City at least 30 days prior to policy expiration. (Professional Liability - \$1,000,000)

This provision shall not be construed to be a limitation of liability for the Service Provider.

Section 7. Termination and Suspension.

(a) This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

(b) The City may terminate this Agreement with or without cause by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to Service Provider.

(c) In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the contract shall upon expiration of said five (5) calendar days cease and terminate.

(d) In the event of termination, the Service Provider shall be paid by the City for all services performed to the satisfaction of the City which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination. The Service Provider will provide all work documents developed up to the date of termination prior to the City rendering final payment for service, which documents become the property of the City.

Section 8. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Service Provider of its interest in this Agreement without the written consent of the City shall be void.

Section 9. Compliance with Law. The Service Provider shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as Exhibit "C" to this Agreement.

Section 10. Documents. All documents generated by the Service Provider as the result of this Project shall become the property of the City upon completion or termination of the Project. The Service Provider shall be liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of the Service Provider.

Section 11. Confidentiality. The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the City as confidential.

Section 12. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a personal service contract and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine.

Section 13. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written City permission.

Section 14. Affirmative Action. The Service Provider agrees to comply with the City's Equal Opportunity in Purchasing Ordinance and Human Rights Guarantee, attached as Exhibit "B" to this Agreement.

Section 15. Notices. Notice given hereunder shall be given to:

Albert Ettinger
53 W. Jackson Blvd., Suite 1664
Chicago, Illinois 60604

David L. Wentworth II
Hasselberg, Williams, Grebe, Snodgrass & Birdsall
124 S. Adams Street, Suite 360
Peoria, Illinois 61602-1320

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

And

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

Section 15. Dual Representation Affidavit. The Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached as Exhibit "D" to this Agreement, if applicable.

Section 16. Copyright. The Service Provider assigns to the City any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

Section 17. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement.

SERVICE PROVIDERS

Albert Ettinger

Date: _____

David L. Wentworth II

Date: _____

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM FOR CITY

Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES/FEE ARRANGEMENT

Scope of Services: Albert Ettinger and David L. Wentworth II will provide the legal services described below in the manner described in connection with an investigation of possible legal issues referenced in this Scope of Services/Fee Arrangement.

1. Albert Ettinger and David L. Wentworth will jointly act in the role of lead counsel and will advise the City of Champaign on all legal and technical matters relating to the Service Providers investigation of legal issues referenced in the Preamble to this Agreement.
2. The Service Providers will investigate, evaluate and provide legal opinions concerning the following issues: :
 - a. The extent to which the pending application has been submitted in compliance with procedural requirements set forth in the applicable Federal law, including but not limited to the Toxic Substances Control Act (hereafter "TSCA") and any Federal regulations pertaining to said Act..
 - b. Whether the evidence presented to the U.S. EPA regarding the pending application, including but not limited to information concerning the physical characteristics of the proposed site such as the site's topography, geology, soil characteristics and relationship to the Mahomet Aquifer, and the proposed design, operation and future monitoring of the landfill site, satisfied the requirements of Federal law for U.S. EPA approval of the pending application.
 - c. Whether federal environmental regulations other than those found in TSCA and the regulations implementing said Act are implicated and possibly violated by the pending application as currently written and supported, including but not limited to the Clean Water Act (33 U.S.C. §1251 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.).
 - d. Whether U.S. EPA approval of the pending application would be in conflict with any applicable State or Local law, including controlling regulations in the Illinois Environmental Protection Act (415 ILCS 5/1 et seq) and controlling Dewitt County, Illinois land use regulations, such as any applicable special use permit or other land use approval requirements for the proposed landfill.
3. The Service Providers will review the administrative record maintained by the U.S. EPA concerning Clinton Landfill Inc.'s pending application, available on the internet at <http://www.epa.gov/reg5rcra/wptdiv/sites/ClintonLandfill>, and applicable Federal, State and Local law to the extent necessary to evaluate and provide legal advice to the City regarding the issues identified in paragraph 2 above.
4. The Service Providers will investigate the administrative records of the IEPA or any other State Agency with relevant regulatory authority to ascertain whether Clinton Landfill Inc. or any other applicant has lawfully obtained all required approvals to authorize the disposal of hazardous wastes such as substances containing benzene or other hazardous or toxic substances that are currently being accepted at the landfill being operated by Clinton Landfill, Inc. in Dewitt County, Illinois.
5. The Service Providers will, during the course of performance of this Agreement, provide the City Attorney with a weekly written report summarizing the progress of the Service Providers progress in investigating the issues described above, and itemizing fees and costs incurred during the preceding month. The itemization of fees and costs shall specifically describe the number of hours devoted to and the substance of the work associated with particular fees and costs.

6. The Service Providers will prepare and submit a final written report to the City Attorney summarizing the Providers' findings and recommendations regarding the issues set forth in the preceding paragraph 2, Said report will include the following information:
 - a. Identification of any Federal, State or local laws that would be violated by any approval granted by the U.S. EPA of the pending application.
 - b. Specific references to information that forms the basis of any conclusions that any Federal, State or local laws would be violated by any U.S. EPA approval of the pending application.
 - c. Identification of available remedies to challenge the U.S. EPA approval of the pending application, including references to any statutes, regulations or Federal or State court decisions that authorize or support the identified remedies.
 - d. An estimate of the cost of retaining the Service Providers to pursue the available remedies identified in accordance with preceding paragraph "c", broken down to include the hourly rates for attorney's fees and estimated out-of-pocket expenses, including expert witness fees, travel expenses and other non attorney fee expenses.
7. The Service Providers will assign necessary professional and support staff in order expeditiously pursue the investigation of legal issues and remedies identified in this scope of services.
8. The City and Service Providers agree and understand that upon receipt of the Service Providers final written report, the City will confer with representatives of the other concerned municipalities for the purposes of reaching an agreement about what further actions the City will direct the Service Providers to take regarding the disposal of hazardous materials at the Clinton Landfill. The Service Providers agree that it shall adhere to the fee arrangement described below with regards to any such further actions provided that the parties are able to agree upon a revised scope of services with regards to said further actions within sixty days of City's receipt of Service Providers final report.

Fee Arrangement:

- (1) The City agrees to compensate Service Provider at the rates set forth below:
 - a) Albert Ettinger \$175.00 per hour
 - b) David L. Wentworth II \$175.00 per hour
 - c) Associate Attorneys ??
 - d) Legal Assistants ??
 - e) Secretaries ??.
- (2) The not-to-exceed amount shall include fees and expenses of whatsoever nature, excluding any out-of-pocket billed expenses, billed separately by the attorney. The attorneys' out-of-pocket expenses shall be limited to the following:

Deposition expenses, travel, expert witness expense, transcript costs, filing fees and Westlaw charges if necessary outside of Albert Ettinger's and David L. Wentworth II's standard plan; any air travel expenses herein shall be at a coach rate, and precleared by the City Attorney prior to the incursion of the expenses. No out-of-pocket expense in excess of \$500 shall be incurred without approval of the City Attorney.

The Service Provider agrees to begin work immediately upon receiving written direction to do so from the City's Attorney..

EXHIBIT "B"

HUMAN RIGHTS GUARANTEE PROVISION

Section 12.5-64 provides as follows:

(a) For purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance.

(1) **Non-Discrimination Pledge.** The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income.

The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City.

(2) **Notices.** The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notices.

(3) **Solicitation and Ads for Employment.** The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state: "This is an Equal Opportunity Employer", which statement shall meet the requirements of this Section.

(4) **Employment Relations.** The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.

- (5) **Access to Books.** The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or by the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (6) **Reports.** The contracting entity shall provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantee".
- (7) **Remedies.** In the event that any contracting entity fails to comply with the non-discrimination pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plans or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
- (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for a calendar year;
 - (iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;
 - (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.
- (b) The construction contractor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

**EXHIBIT "C"
DISCLOSURE AFFIDAVIT**

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City.

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Albert Ettinger, attorney at law, is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

X Individual Proprietorship (if an Individual, complete D)

Service Provider's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **36-2646048**

B. **CORPORATION**

The State of Incorporation is _____

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
_____	_____
Name	Company Address, Principal Office
_____	_____
Address	City, State, Zip
_____	_____
City, State, Zip	Telephone Facsimile
_____	_____
Telephone	Website
_____	_____

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name Home Address & Telephone

Name Home Address & Telephone

Name Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is **1301 West 22nd Street Suite 914, Oak Brook, IL 60523**

Telephone: **630-575-0020** Fax: **630-575-0999**

My home address is **1567 Snowberry Court, Downers Grove, IL 60515**

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Service Provider except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract _____ None

- B. No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

SERVICE PROVIDER

Signature

William D. Lyman .
Printed Name

Owner .
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

Notary Public

EXHIBIT "D"

DUAL REPRESENTATION AFFIDAVIT

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract. To obtain a determination, contact the City of Champaign Legal Department at 217-403-8765).

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

The undersigned professional, being duly sworn, states and as certifies that it will read, review, agree to, and abide by the following City of Champaign Dual Representation Policy:

I. DEFINITIONS

- A. A "professional" includes individuals and individuals within the same business organization or firm. The actions of one member of a multi-member firm are attributable to the firm as the "professional".
- B. A "project" may be a specific undertaking, defined as to scope and duration, or a course of general representation relative to a field of activity.
- C. "Dual Representation" is defined as a situation where:
 - 1. the professional is engaged to provide or proposes to provide advice and recommendations to the City on either a specific project, a defined phase of a project or on a longer term continuous basis; and
 - 2. the professional, simultaneously, with the representation of the City, provides or proposes to provide services to another person or entity that has a financial interest in the same project or a defined phase of the project.
- D. "Simultaneous representations" includes those work situations where the professional is contractually bound to the City and other party to provide services over a defined period of time.

II. FACTORS

Relevant factors in determining whether dual representation exists or is proposed are the following:

- 1. Conflicting interests exist, i.e., where financial or other gain to one party in the transaction will affect financial or other gain to the other party; and,
- 2. The professional is in a position to supply information or effectively influence recommendations to either or both parties where the probable result of such information or recommendation may affect a material aspect of the work engaged by the others with financial interests in the transaction. A "material"

aspect of the work is some substantial portion of the work in which independent professional judgment is expected from the professional as opposed to a purely information gathering or drafting.

III. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the City and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the City should be provided by the professional.

IV. CONSENT

- A. Where dual representation exists or is proposed, the professional hereby agrees that the City shall have the option of:
1. Providing Consent in writing; or
 2. Withdrawing from any contractual commitment with the professional; or
 3. Requesting the professional to not provide the services to the other party.
- B. At preliminary stages of project definition or in other appropriate situations, it may be appropriate to provide conditional consent. The conditional consent may specify factors which, if met, provide consent subject to the condition or for a definite duration of time.
- C. The City may, through the City Manager with the advice of the City's project manager or person supervising the work, consent to dual representation if:
1. the City and the other party will mutually benefit from the representation; and
 - 2(a) either the City and the other party have agreed in advance to the financial responsibilities for the work of the professional and the financial responsibilities for the project; or
 - (b) the work of the professional on one phase of the work for the other party will not significantly effect the overall work of the professional on behalf of the City; and
 3. the City and the other parties have been fully informed with respect to all aspects of such dual representation; and
 4. sufficient safeguards are in place such that the work of the professional for the City is effectively reviewed either by the City's staff or by a third-party professional of the City's choice.

PROFESSIONAL

Signature _____

Printed Name: _____.

Title: **Owner** _____.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Albert Ettinger, personally known to me to be the same person(s) who(se) name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 19____.

Notary Public

My commission expires: _____