



CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE –Finance/Policy/Justice Agenda
County of Champaign, Urbana, Illinois
Tuesday, December 13, 2011 – 6:00 p.m.

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

I. Finance:

- A. Budget Amendments & Transfers 10
1. Budget Amendment 11-00058 10
Fund/Dept: 080 General Corporate-042 Coroner
Increased Appropriations: \$312
Increased Revenue: \$312
Reason: Reimbursed Monies by Family for Indigent Cremation
 2. Budget Amendment 11-00060 11
Fund/Dept: 092 Law Library-074 Law Library
Increased Appropriations: \$2,616
Increased Revenue: None: from fund balance
Reason: Additional Funds Needed to Cover Increased Photocopying Costs and Expenditures from Books Line Item
 3. Budget Amendment 11-00061 12
Fund/Dept: 080 General Corporate-020 Auditor
Increased Appropriations: \$5,500
Increased Revenue: None: from Fund Balance
Reason: Reorganization of EMA Dept Resulted in EMA's Administrative Aide Being Placed in the Auditor's Office to Fill an Open Position. This Employee's Salary was Significantly Higher than what was Paid to the Employee She Replaced, Causing a Shortage in the Salaries Budget.
 4. Budget Amendment 11-00062 13
Fund/Dept: 621 States Attorney Drug Forfeitures-041 States Attorney
Increased Appropriations: \$38,100
Increased Revenue: \$28,000
Reason: Increase in Evidence Forfeitures Revenue has Resulted in Increased Fund Balance Which Will be Paid to the General Corporate Fund to Support Attorneys Assigned to Drug Related Prosecutions
 5. Budget Amendment 11-00064 14
Fund/Dept: 080 General Corporate-043 Emergency Management Agency
Increased Appropriations: \$12,413
Increased Revenue: None: from Fund Balance
Reason: Amount Needed to Pay Out Benefits to Retiring Employee
 6. Budget Transfer 11-00018 15
Fund/Dept: 092 Law Library-074 Law Library
Total Amount of Transfer: \$121

Reason: Transfer to IMRF to Cover Additional Personnel Expenses		
7.	Budget Transfer 11-00019 Fund/Dept: 080 General Corporate-031 Circuit Court Total Amount of Transfer: \$15,000 Reason: Transferring of Funds to Cover Shortfall in 2011 Budget Due to Installation of New Assisted Listening Devices for Courtrooms	16
8.	Budget Transfer 11-00020 Fund/Dept: 614 Recorder’s Automation Fund-023 Recorder Total Amount of Transfer: \$378 Reason: To Cover Shortage Due to Increased Personnel Expenses	17
9.	Budget Transfer 12-00001 Fund/Dept: 080 General Corporate-036 Public Defender Total Amount of Transfer: \$29,700 Reason: Contract with Private Attorney to Cover George Vargas’ Caseload While on Military Duty. (\$3,300 Monthly Dec-Aug)	18-21
10.	Budget Amendment 12-00001 Fund/Dept: 106 Public Safety Sales Tax Fund-013 Debt Service Increased Appropriations: \$230,000 Increased Revenue: None: from Fund Balance Reason: To Correct FY2012 Budget Data Entry Error Which Did Not Include Principal Payment for 2007A Bond Payment	22-25
11.	Budget Amendment 12-00002 Fund/Dept: 685 Drug Courts Program-053 Mental Health Board Increased Appropriations: \$100,000 Increased Revenue: \$100,000 Reason: Amendment to Allow for the Receipt and Expenditure of Funds Associated with Just Drug Courts Program	26
B.	<u>Sheriff</u>	
1.	Request Approval of First Extension of Contract to Provide Special Police Services for the Village of Savoy	27
2.	Request Approval of Amendment to Aramark Agreement for Inmate Food Services	28
C.	<u>State’s Attorney</u>	
1.	Request Authorization to Designate the Office of the State’s Attorneys Appellate Prosecutor as Agent	29-31
2.	Request Approval of Litigation Assistance Agreement	32-34
3.	Request Approval of Renewal of Victim Advocacy Grant for FY2012	35-64
D.	<u>Facilities Director</u>	
1.	Request Approval of Waiver to Hiring Freeze for Maintenance Worker Position	65
E.	<u>County Administrator</u>	
1.	General Corporate Fund FY2011 Budget Projection Report (<i>to be distributed</i>)	

2. General Corporate Fund Budget Change Report (*to be distributed*)
3. Harris & Harris Monthly Report (*to be distributed*)

F. Auditor

66-73

1. Monthly Report – November 2011

G. Treasurer

1. Monthly Report – November 2011 - Reports are available on the Treasurer’s webpage at <http://www.co.champaign.il.us/TREAS/reports.htm>

H. Other Business

1. Request Approval of an Intergovernmental Agreement Regarding the Clinton Landfill Permit

74-104

I. Chair’s Report

J. Designation of Items to be Placed on County Board Consent Agenda

FUND 080 GENERAL CORPORATE

DEPARTMENT 042 CORONER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-042-534.63 INDIGENT BURIAL	0	624	936	312
TOTALS	0	624	936	312

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-042-341.42 REIMB OF CORONER COSTS	0	0	312	312
TOTALS	0	0	312	312

EXPLANATION: REIMBURSED MONIES BY FAMILY FOR INDIGENT CREMATION.

DATE SUBMITTED:

11/3/11

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Duane E. Northrup

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 092 LAW LIBRARY

DEPARTMENT 074 LAW LIBRARY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
092-074-522.03 BOOKS, PERIODICALS & MAN.	50,000	47,000	49,500	2,500
092-074-533.85 PHOTOCOPY SERVICES	1,800	1,800	1,916	116
TOTALS	51,800	48,800	51,416	2,616

INCREASED REVENUE BUDGET:

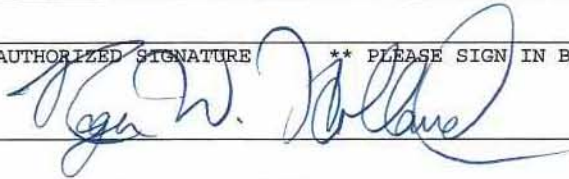
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: ADDITIONAL FUNDS NEEDED TO COVER INCREASED PHOTOCOPYING COSTS AND EXPENDITURES FROM BOOKS LINE ITEM.

DATE SUBMITTED:

11/22/11

AUTHORIZED SIGNATURE



** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 080 GENERAL CORPORATE

DEPARTMENT 020 AUDITOR

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-020-511.03 REG. FULL-TIME EMPLOYEES	198,589	202,681	208,181	5,500
TOTALS	198,589	202,681	208,181	5,500

INCREASED REVENUE BUDGET:

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

EXPLANATION: REORGANIZATION OF EMA DEPT RESULTED IN EMA'S ADMINISTRATIVE AIDE BEING PLACED IN THE AUDITOR'S OFFICE TO FILL AN OPEN POSITION. THIS EMPLOYEE'S SALARY WAS SIGNIFICANTLY HIGHER THAN WHAT WAS PAID TO THE EMPLOYEE SHE REPLACED, CAUSING A SHORTAGE IN THE SALARIES BUDGET.

DATE SUBMITTED:

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

10/2/10

FUND 621 STS ATTY DRUG FORFEITURES DEPARTMENT 041 STATES ATTORNEY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
621-041-571.80 TO GENERAL CORP FUND 080	20,900	20,900	59,000	38,100
TOTALS	20,900	20,900	59,000	38,100

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
621-041-352.10 EVIDENCE FORFEITURES	27,000	27,000	55,000	28,000
TOTALS	27,000	27,000	55,000	28,000

EXPLANATION: INCREASE IN EVIDENCE FORFEITURES REVENUE HAS RESULTED IN INCREASED FUND BALANCE WHICH WILL BE PAID TO THE GENERAL CORPORATE FUND TO SUPPORT ATTORNEYS ASSIGNED TO DRUG RELATED PROSECUTIONS.

DATE SUBMITTED: 11/29/11

AUTHORIZED SIGNATURE:  ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

REQUEST FOR BUDGET AMENDMENT

BA NO. 11-00064

FUND 080 GENERAL CORPORATE

DEPARTMENT 043 EMERGENCY MANAGEMENT AGCY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-043-511.02 APPOINTED OFFICIAL SALARY	59,214	60,702	73,115	12,413
TOTALS	59,214	60,702	73,115	12,413

INCREASED REVENUE BUDGET:

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

EXPLANATION: AMOUNT NEEDED TO PAY OUT BENEFITS TO RETIRING EMPLOYEE.

DATE SUBMITTED:

12-4-11

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Denna L. Bury

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 11-00018

FUND 092 LAW LIBRARY

DEPARTMENT 074 LAW LIBRARY

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
092-074-513.02 IMRF - EMPLOYER COST	121.	092-074-522.02 OFFICE SUPPLIES

EXPLANATION: TRANSFER TO IMRF TO COVER ADDITIONAL PERSONNEL EXPENSES

DATE SUBMITTED: 11/22/11



AUTHORIZED SIGNATURE

APPROVED BY PARENT COMMITTEE:

DATE: _____

* PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE: _____ DATE: _____

REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 11-00019

FUND 080 GENERAL CORPORATE

DEPARTMENT 031 CIRCUIT COURT

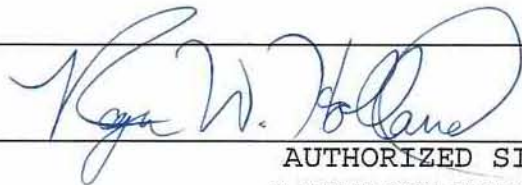
TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-031-533.03 ATTORNEY/LEGAL SERVICES	6,200.	080-031-511.03 REG. FULL-TIME EMPLOYEES
080-031-533.05 COURT REPORTING	1,100.	080-031-511.03 REG. FULL-TIME EMPLOYEES
080-031-533.07 PROFESSIONAL SERVICES	3,200.	080-031-511.03 REG. FULL-TIME EMPLOYEES
080-031-533.62 JUROR MEALS	900.	080-031-511.03 REG. FULL-TIME EMPLOYEES
080-031-533.63 JUROR EXPENSE	3,600.	080-031-511.03 REG. FULL-TIME EMPLOYEES

EXPLANATION: TRANSFERRING OF FUNDS TO COVER SHORTFALL IN 2011 BUDGET DUE TO
 INSTALLATION OF NEW ASSISTED LISTENING DEVICES FOR COURTROOMS.

DATE SUBMITTED: 11/28/11



AUTHORIZED SIGNATURE

APPROVED BY PARENT COMMITTEE:

DATE:

* PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE:

DATE: _____

REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 11-00020

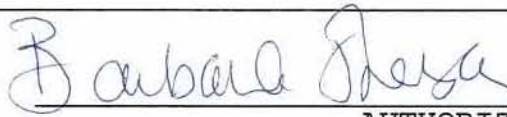
FUND 614 RECORDER'S AUTOMATION FND DEPARTMENT 023 RECORDER

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
614-023-511.04 REG. PART-TIME EMPLOYEES	378.	614-023-522.02 OFFICE SUPPLIES

EXPLANATION: TO COVER SHORTAGE DUE TO INCREASED PERSONNEL EXPENSES

DATE SUBMITTED: 12/5/11 
 APPROVED BY PARENT COMMITTEE: _____ DATE: _____ AUTHORIZED SIGNATURE
 * PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE: _____ DATE: _____

REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 12-00001

FUND 080 GENERAL CORPORATE

DEPARTMENT 036 PUBLIC DEFENDER

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-036-533.03 ATTORNEY/LEGAL SERVICES	29,700.	080-036-511.03 REG. FULL-TIME EMPLOYEES

EXPLANATION: CONTRACT WITH PRIVATE ATTORNEY TO COVER GEORGE VARGAS' CASELOAD
WHILE ON MILITARY DUTY. SEE ATTACHED CONTRACT.
(\$3,300 MONTHLY DEC-AUG)

DATE SUBMITTED: 12/5/11

R Lee Bond
 AUTHORIZED SIGNATURE

APPROVED BY PARENT COMMITTEE: _____ DATE: _____ * PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE: _____ DATE: _____

DEPARTMENT OF THE ARMY
U.S. ARMY HUMAN RESOURCES COMMAND
1600 SPEARHEAD DIVISION AVENUE
FORT KNOX, KY 40122

AHRC-PLM-S
ORDERS: A-09-122046

30 SEP 2011

VARGAS GEORGE
2207 SOUTHMOOR DR
CHAMPAIGN, IL 61821-5814

SK

CPT JA [REDACTED]
WR31Z3

YOU ARE ORDERED TO ACTIVE DUTY FOR OPERATIONAL SUPPORT UNDER PROVISION OF SECTION 12301 (D), TITLE 10 UNITED STATES CODE FOR THE PERIOD SHOWN PLUS THE TIME NECESSARY TO TRAVEL. YOU WILL PROCEED FROM YOUR HOME OR CURRENT LOCATION IN TIME TO REPORT FOR DUTY ON THE DATE SHOWN BELOW. UPON COMPLETION OF THIS DUTY, UNLESS SOONER RELEASED, YOU WILL RETURN TO YOUR HOME AND UPON ARRIVAL BE RELEASED FROM ACTIVE DUTY.

RPT TO: HQ, UFOR-A, US-NSE W4FG18 HQ ISAF/NKC APO AE 09356
REPORT DATE/TIME: 01 JAN 2012 RPT BETWEEN 0800 AND 1700 HRS
PERIOD OF ACTIVE DUTY: 233 DAYS INCLUDING ACCUM LEAVE END DATE: 20 AUG 2012
PURPOSE: CONTINGENCY OPERATION FOR ACTIVE DUTY OPERATIONAL SUPPORT (CO-ADOS) IN SUPPORT OF OEF

ATT TO: USA LEGAL SERVICES W0KEAA 901 N STUART ST ARLINGTON VA 22203
DUTY AT: AFGHANISTAN

ADDITIONAL INSTRUCTIONS: SUBMIT CONTINGENCY CLAIM THRU DEFENSE TRAVEL SYSTEM (DTS) BY CONTACTING LOCAL DTS ADMINISTRATOR OR DFAS-IN CONTINGENCY TRAVEL DEPARTMENT, WHICHEVER IS APPLICABLE. COMMERCIAL AIR NOT AUTHORIZED TO CENTCOM AOR WITHOUT PRIOR APPROVAL OF ARCENT COMMANDER. FUNDS ARE AVAILABLE UPON THE U.S. CONGRESS ENACTING FY12 DEFENSE APPROPRIATION. SM HAS BEEN ORDERED TO AD IN SPT OF NATIONAL EMERGENCY DECLARED UNDER PRESIDENTIAL PROCLAMATION 7463, DTD SEP 14, 2001. EARLY REPORTING NOT AUTHORIZED. CBA AUTHORIZED FOR TCS CONUS TRAVEL (VARIATION NOT AUTHORIZED). ATTACH FOR UCMJ, ADMIN, AND PAY. ALL OFCL TVL MUST BE ARRANGED THRU CARLSON TVL (1-800-756-6111) OR NEAREST SATO. TICKET PURCHASED AT OWN EXPENSE WILL NOT BE REIMB W/O REQ JUSTIFICATION. THIS IS AN UNACC TOUR. MVMT OF HHG AND DEP NOT AUTH. NON TEMP STORAGE OF HHG AUTH. STORAGE OF ONE POV AUTH. RQD TO IN/OUT PROCESS DUTY LOCATION. YOU WILL RETURN TO THE PLACE OF INITIAL ENTRY ON AD FOR DEMOB/REFRAD. PAY STATUS REPORTED IN DJMS-RC A24 TRANS MUST BE O (ALPHA CHAR). GOVT QTRS/MESS WILL BE USED IF AVAIL WHEN TVL IS TO MIL INSTL OR YOU MUST OBTAIN STMT OF NON-AVAIL. EXCESS BAGGAGE AUTH NTE 4 BAGS. THIS AD PERIOD IS EXEMPT FROM THE 5 YEAR CUMLATIVE SERV LIMIT ON REEMPLOYMENT RIGHTS UNDER TITLE 38, USC, SEC 4312(C)(4)(B). CONTACT ESGR REGARDING EMPLOYMENT/REEMPLOYMENT RIGHTS AT 1-800-336-4590 OR CHECK ONLINE AT WWW.ESGR.ORG. OFF WILL BE EXCLUDED FROM THE ACTIVE ARMY END STRENGTH IAW 10 USC 115 AND WILL NOT BE PLACED ON THE ADL UP 10 USC 641(1)(D) AND 620(A).

FOR ARMY USE: AUTHORITY:10 USC 12301 (D)
ACCT CLAS: 212/3/4 2010.0000 01-1100 P1A100 11**/12** VFRE F1201 5570 01FFGU S12120 21 2
2020.0000 B1 B1TC 135197 21T1/T2 VFRE F4209 AZVT2E 12161 VAR7207T122046 SAF CIC:
2220B1AZVT12161

MDC: N/A HOR: SAME AS SNL PMOS/AOC: 27A
SEX: M PPN: NA COMP: USAR RES GR: CPT BASIC BR: JA
DORRES: 18 DEC 2007 PEBD: 09 OCT 1992 SCTY CL: SECRET

Format: 162

* AHRC *
* OFFICIAL *

STEVEN W. MOSS
COL, GS
DEPUTY CHIEF OF STAFF

DISTRIBUTION: 1 SOLDIER
1 HQ, UFOR-A, US-NSE HQ ISAF/NKC APO AE 09356
1 154 JA DET TRIAL DEF 8770 CHAMBERLIN ROAD TWINSBURG OH 44087
1 USA LEGAL SERVICES 901 N STUART ST ARLINGTON VA 22203

CONTRACT

Between the Champaign County Public Defender's Office (PDO) and Diana Lenik (DL), Attorney-At-Law:

In light of Senior Assistant Public Defender George Vargas' activation for military, the PDO has reassigned cases to ensure proper coverage in court. Diana Lenik of Urbana, IL has agreed to enter into a contractual relationship with the PDO and to assume a caseload that was previously handled by, or would have been assigned to, Senior Assistant Public Defender George Vargas.

1. This contract begins on March 1, 2011 and ends on or about February 28, 2012. The end date may be shortened or extended based upon Mr. Vargas' return date to the PDO or a cut in funding by the Champaign County Board.
2. This contract encompasses the representation of indigent persons charged with felonies for which the PDO has been appointed and to which Mr. Vargas would have been the assigned attorney. The PDO will continue its appointment in these cases but the cases will be administratively assigned to DL to handle both in and out of court. In court, DL will be appearing on behalf of the PDO.
3. DL agrees to act professionally and zealously in defending clients assigned to her. Although DL will be acting as attorney in such cases, the PDO has final authority and control over those cases and will supervise DL, as necessary.
4. The caseload will primarily be cases from arraignment court through trial and petitions to revoke sentence cases. Other cases may be assigned to DL as needed for the smooth functioning of the PDO. DL will not be assigned to handle post-conviction petitions or to appear in bond court. She will not be regularly scheduled to assist at arraignment intake or arraignment court but may be required, at the request of the PDO, to occasionally assist if there are staff shortages on a particular date.
5. This contract is a continuation of a prior contract and therefore, DL has possession of current PDO case files. The PDO will continue to assign additional cases to DL throughout the period of this contract (cases which would normally be assigned to Mr. Vargas).
6. DL will maintain a physical presence in the PDO approximately 2 days per week or as needed. DL will notify the PDO in advance of such dates so that client appointments can be set, etc. It is understood that there may be times when DL must appear on a private case on a PDO office day and/or DL must appear on a PDO case on a day when she is not scheduled to be in the PDO. Attempts should be made to keep these to a minimum.
7. Champaign County agrees to pay DL \$3,300 per month, paid at the conclusion of a month's employment. If the end date of this contract does not fall at the end of a month, DL will be paid pro rata for that month. Federal and State taxes will not be withheld. The County is not responsible for health or malpractice insurance, and DL is not eligible for retirement, vacation/sick time or other benefits through the County.

8. This is the entirety of the contract and any changes to this contract must be in writing signed by both parties.

Diana Lenik 1-20-11

Diana Lenik
Attorney-At-Law

Date

Rosenbaum 1-20-11

Randall Rosenbaum
Champaign County Public Defender

Date

FUND 106 PUBL SAFETY SALES TAX FND DEPARTMENT 013 DEBT SERVICE

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
106-013-581.01 GEN OBLIG BOND PRINCIPAL	1,580,000	1,580,000	1,810,000	230,000
TOTALS	1,580,000	1,580,000	1,810,000	230,000

INCREASED REVENUE BUDGET:

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

EXPLANATION: TO CORRECT FY2012 BUDGET DATA ENTRY ERROR WHICH DID NOT INCLUDE PRINCIPAL PAYMENT FOR 2007A BOND PAYMENT.

DATE SUBMITTED:

12-6-11

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Debra L. Busby

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

Public Safety Sales Tax – Debt Service

PUBLIC SAFETY SALES TAX FUND – DEBT SERVICE – 106-013

The sales tax revenue required to be set aside for repayment of the \$28,797,290 in bonds issued for the construction/remodeling of the Courthouse and construction of the Juvenile Detention Center, and the \$5,955,000 in bonds issued for the Courthouse exterior masonry renovation and Clock and Bell Tower restoration projects are deposited in this budget. The corresponding annual bond payments are budgeted as expenditure in this budget.

FINANCIAL

Fund 106 Dept 013			2010 Actual	2011 Original	2011 Projected	2012 Budget
318	9	PUB SAFETY 1/4% SALES TAX PROPERTY TAXES	\$2,552,783 \$2,552,783	\$3,284,068 \$3,284,068	\$3,284,068 \$3,284,068	\$3,349,036 \$3,349,036
371	32	FROM YTH DET CONST FND302	\$0	\$0	\$0	\$0
371	33	FROM COURTS CONST FND 303	\$0	\$0	\$0	\$0
383	10	PROCEEDS-GEN OBLIG BONDS	\$0	\$0	\$0	\$0
		REVENUE TOTALS	\$2,552,783	\$3,284,068	\$3,284,068	\$3,349,036
533	7	PROFESSIONAL SERVICES	\$0	\$0	\$0	\$0
581	1	GEN OBLIG BOND PRINCIPAL	\$755,558	\$980,000	\$980,000	\$1,580,000
582	2	INT & FEES-GEN OBLIG BONDS	\$1,628,781	\$1,490,286	\$1,488,801	\$1,435,467
583	1	GEN OBLIG BOND REFUNDED DEBT	\$0 \$2,384,339	\$0 \$2,470,286	\$0 \$2,468,801	\$0 \$3,015,467
		EXPENDITURE TOTALS	\$2,384,339	\$2,470,286	\$2,468,801	\$3,015,467

DESCRIPTION

The County sold \$23,800,000 in General Obligation Bonds in June 1999 for the purpose of constructing a new Juvenile Detention Center, and for the construction of an addition and remodeling of the Champaign County Courthouse. The issued bonds were General Obligation – Public Safety Sales Tax Alternate Revenue Source Bonds.

The County sold additional bonds for the Courthouse construction/renovation project in February 2000 - \$1,370,000 General Obligation – Public Safety Sales Tax Alternate Revenue Source Bonds Issue 2000A; and \$3,627,290.25 General Obligation – Public Safety Sales Tax Alternate Revenue Source Bonds Issue 2000B (Capital Appreciation Bonds).

In 2004, the County approved the advance refunding of \$1,520,000 of the 2000 bonds due 2007 to 2012 to achieve savings from lower interest rates.

In 2005, the County approved the advance refunding of \$18,440,000 of the 1999 bonds due 2010 to 2029 to achieve savings from lower interest rates.

Public Safety Sales Tax – Debt Service

In 2007, the County sold additional bonds - \$5,955,000 General Obligation – Public Safety Sales Tax Alternate Revenue Source Bonds Issue 2007A - for the exterior renovation of the original Courthouse, and for the restoration of the Courthouse Clock and Bell Tower.

Debt service expenditures include principal and interest for the 2012 payment of the six bond issues. The debt service schedules for the bonds are as follows:

Bond Issue 1999 - Courthouse and Juvenile Detention Center Facility Bonds				
Maturity - January 1	Principal Amount	Interest Rate	FY Interest	Total - Principal + Interest
2012	\$0	8.25%	\$400,125	\$400,125
2013	\$0	8.25%	\$400,125	\$400,125
2014	\$0	8.25%	\$400,125	\$400,125
2015	\$0	8.25%	\$400,125	\$400,125
2016	\$0	8.25%	\$400,125	\$400,125
2017	\$0	8.25%	\$400,125	\$400,125
2018	\$0	8.25%	\$400,125	\$400,125
2019	\$0	8.25%	\$400,125	\$400,125
2020	\$1,015,000	8.25%	\$358,256	\$1,373,256
2021	\$1,140,000	8.25%	\$269,363	\$1,409,363
2022	\$1,275,000	8.25%	\$169,744	\$1,444,744
2023	\$1,420,000	8.25%	\$58,575	\$1,478,575
TOTAL	\$4,850,000		\$4,056,938	\$8,906,938

Bond Issue 2000 - Courthouse Facility Bonds				
Maturity - January 1	Principal Amount	Interest Rate	FY Interest	Total - Principal + Interest
2012	<i>Refunded with 2004B</i>			
2013	\$470,415	7.125%	\$689,585	\$1,160,000
2014	\$463,323	7.000%	\$741,678	\$1,205,000
2015	\$519,962	5.950%	\$725,038	\$1,245,000
2016	\$490,492	6.000%	\$764,508	\$1,255,000
2017	\$465,860	6.050%	\$809,141	\$1,275,000
2018	\$431,707	6.100%	\$833,293	\$1,265,000
TOTAL	\$2,841,757		\$4,563,243	\$7,405,000

Bond Issue 2004B - Refunding 2000 Courthouse Facility Bonds				
Maturity - January 1	Principal Amount	Interest Rate	FY Interest	Total - Principal + Interest
2012	\$1,095,000	3.375%	\$18,478	\$1,113,478
TOTAL	\$1,095,000		\$18,478	\$1,113,478

Public Safety Sales Tax – Debt Service

Bond Issue 2005B - Refunding 1999 Courthouse & JDC Facility Bonds				
Maturity - January 1	Principal Amount	Interest Rate	FY Interest	Total - Principal + Interest
2012	\$485,000	3.750%	\$794,225	\$1,279,225
2013	\$535,000	3.750%	\$775,100	\$1,310,100
2014	\$595,000	3.875%	\$753,541	\$1,348,541
2015	\$650,000	4.000%	\$729,013	\$1,379,013
2016	\$715,000	4.250%	\$700,819	\$1,415,819
2017	\$785,000	5.250%	\$665,019	\$1,450,019
2018	\$865,000	5.250%	\$621,706	\$1,486,706
2019	\$950,000	5.250%	\$574,033	\$1,524,033
2020	\$0	4.724%	\$549,125	\$549,125
2021	\$0	4.724%	\$549,125	\$549,125
2022	\$0	4.724%	\$549,125	\$549,125
2023	\$0	4.724%	\$549,125	\$549,125
2024	\$1,605,000	5.000%	\$509,000	\$2,114,000
2025	\$1,730,000	5.000%	\$425,625	\$2,155,625
2026	\$1,865,000	5.000%	\$335,750	\$2,200,750
2027	\$2,005,000	5.950%	\$244,013	\$2,249,013
2028	\$2,140,000	4.500%	\$150,750	\$2,290,750
2029	\$2,280,000	4.500%	\$51,300	\$2,331,300
TOTAL	\$17,205,000		\$9,526,392	\$26,731,392

Bond Issue 2007A - Courthouse Exterior Renovation & Clock Tower Restoration				
Maturity - January 1	Principal Amount	Interest Rate	FY Interest	Total - Principal + Interest
2012	\$230,000	5.000%	\$222,639	\$452,639
2013	\$245,000	5.000%	\$210,764	\$455,764
2014	\$255,000	5.000%	\$198,264	\$453,264
2015	\$270,000	5.000%	\$185,139	\$455,139
2016	\$285,000	5.000%	\$171,264	\$456,264
2017	\$300,000	5.000%	\$156,639	\$456,639
2018	\$310,000	3.800%	\$143,249	\$453,249
2019	\$325,000	3.875%	\$131,062	\$456,062
2020	\$335,000	3.900%	\$118,233	\$453,233
2021	\$350,000	3.950%	\$104,788	\$454,788
2022	\$365,000	4.000%	\$90,575	\$455,575
2023	\$380,000	4.000%	\$75,675	\$455,675
2024	\$395,000	4.000%	\$60,175	\$455,175
2025	\$410,000	4.050%	\$43,973	\$453,973
2026	\$425,000	4.100%	\$26,958	\$451,958
2027	\$445,000	4.100%	\$9,123	\$454,123
TOTAL	\$5,325,000		\$1,948,516	\$7,273,516

FUND 685 DRUG COURTS PROGRAM

DEPARTMENT 053 MENTAL HEALTH BOARD

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
685-053-533.92 CONTRIBUTIONS & GRANTS	21,535	21,535	121,502	99,967
685-053-522.06 POSTAGE, UPS, FED EXPRESS	0	0	33	33
TOTALS	21,535	21,535	121,535	100,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
685-053-331.78 JUST-DRUG COURTS PROGRAM	0	0	100,000	100,000
TOTALS	0	0	100,000	100,000

EXPLANATION: AMENDMENT TO ALLOW FOR THE RECEIPT AND EXPENDITURE OF FUNDS ASSOCIATED WITH JUST DRUG COURTS PROGRAM.

DATE SUBMITTED: 12/06/11 AUTHORIZED SIGNATURE: *Jancy Crawford* ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: DATE:

**FIRST EXTENSION OF A
CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Patrol / Village of Savoy
(December 1, 2011 thru November 30, 2012)**

This First Extension of a Contract to Provide Police Services is made this 1st day of December, 2011, by and between the Village of Savoy, Illinois (hereinafter referred to as the Village, the County of Champaign, Illinois (hereinafter referred to as the County) and the Sheriff of Champaign County, Illinois (hereinafter referred to as the Sheriff).

WHEREAS the parties desire to extend the original contract for a period of one year, from December 1, 2011 thru November 30, 2012 upon the same terms and conditions, except the reimbursement of wages and other costs to the Sheriff, the parties do hereby agree as follows:

1. That this Contract shall be extended from December 1, 2011 thru and including November 30, 2012.
2. That the reimbursement paid by the Village to The Sheriff for wages, fringes, insurances, fees, costs and all other expenses shall be increase by four percent (4%). Therefore the Village will pay:
 - a. the sum of \$23,122.32 in twelve equal monthly installments of \$1,926.86 beginning on the 1st day of December 2011 and continuing with like payments on the first day of each month thereafter to and including the 1st day of November 2012. (the expenses of paragraph 8 (c) of the original Contract) and
 - b. the sum of \$302,424.72 in twelve equal monthly installment of \$25,202.06 beginning on the 1st day of December 2011 and continuing with like payments on the first day of each month thereafter to and including the 1st day of November 2012. (the expenses of paragraph 9 (c) of the original Contract.)
3. That all other operational terms and conditions of the original contract shall apply to this extension period.

IN WITNESS WHEREOF, the authorized officers of the respective party with authority of the party, affix their signatures to this FIRST EXTENSION on the date which follows their signature.

Champaign County Board by
Chair

C. Pius Weibel/Date: / /2011

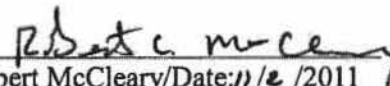
Attest:

Gordy Hulten, Champaign County Clerk


Champaign County Sheriff

Dan Walsh/ Date: / /2011

Village of Savoy by
Mayor


Robert McCleary/Date: // /2011

Attest:


Billie Krueger, Savoy Village Clerk



Amendment No. 1 to Operating Agreement – Food and Commissary Services

THIS AMENDMENT No. 1 is entered into this 30th day of Nov, 2011 (“Effective Date”) by and between the **County of Champaign, Illinois** (“County”), and **ARAMARK Correctional Services, LLC**, with offices located at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (“ARAMARK”).

WITNESSETH:

WHEREAS, on October 1, 2011, the parties entered into an Agreement for the management of the food service operation at the Champaign County Jail (the “Agreement”); and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.


1. **Per Meal Prices:** The price per meal set forth in Section 3 of the Agreement shall be changed as a result of menu modifications. The new price per Adult Meal charged to the County by ARAMARK shall be \$1.044. This price shall be effective from the Effective Date through September 30, 2012.
2. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment No. 1** to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

By: 
David Kimmel
Vice President of Finance

**County of Champaign
State of Illinois**

By: 

Julia R. Rietz
State's Attorney



Courthouse
101 East Main Street
P. O. Box 785
Urbana, Illinois 61801
Phone (217) 384-3733
Fax (217) 384-3816
email: statesatty@co.champaign.il.us

**Office of
State's Attorney
Champaign County, Illinois**

November 17, 2011

Brendan McGinty
Chairperson
Finance Committee
Champaign County Board Office
Brookens Administration Center
1776 E. Washington Street
Urbana, IL 61802

Dear Chairperson and County Board Members:

Enclosed please find a Resolution and Litigation Assistance Agreement outlining the agreement with the State's Attorney's Appellate Prosecutor's Office for appellate services and litigation assistance to be provided to this office during Fiscal Year 2012. The costs of those services are the same for Fiscal Year 2012 as in Fiscal Year 2011 (\$27,000). After the committee has had a chance to review the enclosed Resolution and Litigation Assistance Agreement, and assuming there are no objections, the Resolution and Litigation Assistance Agreement should then be forwarded to the County Board for final approval. I would suggest that the following motion be adopted by the Committee:

RECOMMENDATION TO COUNTY BOARD to adopt Resolutions for Agreement for Appellate Services and Litigation Assistance Agreement through the State's Attorneys Appellate Prosecutor's Office For Fiscal Year 2012.

Thank you for your assistance and attention to this matter and please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "JR Rietz", written over a circular stamp or seal.

Julia R. Rietz
State's Attorney

Enclosures

RESOLUTION NO.

**RESOLUTION TO DESIGNATE THE OFFICE OF THE
STATE'S ATTORNEYS APPELLATE PROSECUTOR AS AGENT**

WHEREAS, The Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, The powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et. seq., as amended; and

WHEREAS, The Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, The Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, The Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2012, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board, in regular session, this 20th day of December, 2011 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED That the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections; and

BE IT FURTHER RESOLVED That the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist State's Attorneys in the discharge of their duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction; and

BE IT FURTHER RESOLVED That the Champaign County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2012, commencing December 1, 2011, and ending November 30, 2012, by hereby appropriating a sum of money not to exceed \$27,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2012.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of December, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO.

RESOLUTION AUTHORIZING A LITIGATION ASSISTANCE AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN AND THE OFFICE OF THE STATE'S
ATTORNEYS APPELLATE PROSECUTOR

The Office of the State's Attorneys Appellate Prosecutor, and the County of Champaign, Illinois, the parties herein, in consideration of their mutual interest and needs, and upon mutually FINDING:

That the powers of the Office of the State's Attorneys Appellate Prosecutor include the power to enter into agreements with any Illinois county and expend services from any public source, as provided by Section 4.07 of the State's Attorneys Appellate Prosecutor's Act, 725 ILCS 210/4.07; and

That from time to time the State's Attorney of said County may require the assistance in the circuit court of an Assistant State's Attorney knowledgeable in both trial and appellate matters; and,

That from time to time due to absence, disability, conflict of interest or the appearance thereof, or otherwise in the interest of justice, the State's Attorney may find it necessary or prudent to request the Court to appoint a Special Prosecutor to act in his or her stead; and

That the Office of the State's Attorneys Appellate Prosecutor is committed to facilitating effective and error free prosecution at trial as an essential component of exercising its statutory authority pursuant to Section 4.01 of the Act on behalf of State's Attorneys on appeal; and,

That the Office of the State's Attorneys Appellate Prosecutor is prepared, when appropriate, to permit attorneys employed by the Office to act in the capacity of Special Assistant State's Attorney or Special Prosecutor without additional fee or compensation by the County where such attorneys are so appointed by a Court of competent jurisdiction.

NOW THEREFORE, the parties hereto, in consideration of the contributions made by the County to the Office of the State's Attorneys Appellate Prosecutor pursuant to 725 ILCS 210/9 et seq., and in consideration of their respective and mutual interests and obligations above stated, hereby AGREE, pursuant to the authority granted in 725 ILCS 210/4.07, that:

1. The State's Attorney may, in his or her discretion, appoint as Special Assistant State's Attorney an attorney or attorneys employed by the Office of the State's Attorneys Appellate Prosecutor to assist the State's Attorney in the prosecution of any matter within the State's Attorney's authority, and that upon such appointment as Special Assistant State's Attorney by the Court, each such attorney shall serve without compensation by the County other than for necessary expenses; and,

2. The State's Attorney may, where in his or her considered opinion the circumstances warrant such action, request the Court regarding any matter under investigation, filed, or pending, to appoint an attorney or attorneys employed by the Office of the State's Attorneys Appellate Prosecutor as Special Prosecutor(s) in lieu of the State's Attorney, to investigate or prosecute any matter that would otherwise be within the State's Attorney's authority, and that

upon acceptance of such appointment, said attorney or attorneys shall serve without compensation by the County other than for necessary expenses.

DATE: December 20, 2011

Chairman of County Board

State's Attorneys Appellate Prosecutor

By: _____
Patrick J. Delfino

Attest: _____
County Clerk

Julia R. Rietz
State's Attorney



Courthouse
101 East Main Street
P. O. Box 785
Urbana, Illinois 61801
Phone (217) 384-3733
Fax (217) 384-3816
email: statesatty@co.champaign.il.us

**Office of
State's Attorney
Champaign County, Illinois**

December 1, 2011

Brendan McGinty
Chair of Finance
County Board Office
Brookens Administrative Center
1776 E. Washington Street
Urbana, IL 61802

Re: Renewal of Victim Advocacy Grant FY2012

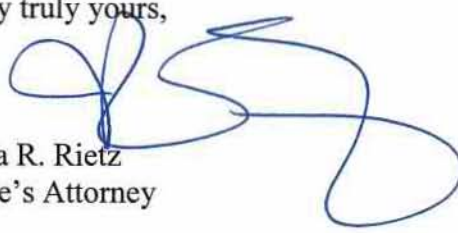
Dear Chair:

Enclosed for the Committee's consideration is a copy of our application for grant funding from the Prosecutor-Based Victim Assistance Services Program through the Illinois Criminal Justice Information Authority. Grant funds will be awarded for the 12-month period beginning October 1, 2011 – September 30, 2012. We are requesting continuation of the existing grant in the amount of \$34,525. The proceeds of this grant partially fund the salary of the Victim Advocacy Program Director of this office. The State's Attorney's Office first obtained this grant October 1, 1997.

Please find enclosed the Champaign County Application form for Grant Renewal, together with the required Financial Impact Statement.

This office respectfully requests that the Committee approve the Renewal of this grant and forward its recommendation to the County Board for approval.

Very truly yours,


Julia R. Rietz
State's Attorney

Enclosure

**CHAMPAIGN COUNTY
APPLICATION FORM FOR
GRANT CONSIDERATION, ACCEPTANCE, RENEWAL/EXTENSION**

Department: 041 - State's Attorney
Grant Funding Agency: Illinois Criminal Justice Information Authority
Amount of Grant: \$34,525
Begin/End Dates for Grant Period: October 1, 2011 - September 30, 2012
Additional Staffing to be Provided by Grant: 1
Application Deadline: September 30, 2011
Parent Committee Approval of Application: Finance
Is this a new grant, or renewal or extension of an existing grant? Renewal
If renewal of existing grant, date grant was first obtained: October 1, 1997

Will the implementation of this grant have an effect of increased work loads for other departments? (i.e. increased caseloads, filings, etc.) _____ yes no

If yes, please summarize the anticipated impact: _____

Does the implementation of this grant require additional office space for your department that is not provided by the grant? _____ yes no

If yes, please summarize the anticipated space need: _____

Please check the following condition which applies to this grant application:


_____ The activity or service provided can be terminated in the event the grant revenues are discontinued.

The activity should, or could be, assumed by County (or specific fund) general and recurring operating funds. Departments are encouraged to seek additional sources or revenue to support the services prior to expiration of grant funding.

This Grant Application Form must be accompanied by a Financial Impact Statement. (See back of form)

All staff positions supported by these grant funds will exist only for the term award of grant, unless specific action is taken by the County Board to extend the position.

DATE: December 1, 2011

SIGNED: 
Department Head

Notice of Award of Grant Received on

Approved by Parent Committee: _____
Approved by County Board: _____
Approved by Grant Executive Committee: _____

COUNTY OF CHAMPAIGN
FINANCIAL IMPACT STATEMENT

Resolution/Ordinance _____
(circle one)

Current Year Annual Expenditure Estimate:

Number of Positions 1

Personnel \$ 50,925 (Salary and Fringes)

Commodities: \$ 0

Contractual: \$ 0

Capital: \$ 0

Long Term Expenditure Estimate:

FY12 Remainder of estimated salary after federal revenue expended (\$2,004 County share).

FY12 Estimated fringe benefits \$14,396

Current Year Annual Revenue Estimate:

\$34,525 (October 1, 2011 - September 30, 2012). This is the same federal funding as last year.

Long Term Revenue Estimate:

\$34,525 (October 1 - September 30)

Parent Committee Approval/Recommendation to County Board

Name of Parent Committee

Date

COVER PAGE

PROGRAM TITLE:	Law Enforcement and Prosecutor-Based Victim Assistance Services
AGREEMENT NUMBER:	209278
PREVIOUS AGREEMENT NUMBER(S):	2778, 2978, 200078, 202078, 203078, 205078, 207078, 208078, 209078 & 210078
ESTIMATED START DATE:	October 1, 2011
SOURCES OF PROGRAM FUNDING:	
<i>FUND: VOCA FFY 09 Funds:</i>	\$ 34,525.00
<i>Matching Funds:</i>	\$ 8,631.00
<i>Over-Matching Funds:</i>	\$ 7,769.00
Total:	\$ 50,925.00
IMPLEMENTING AGENCY'S NAME:	County of Champaign
ADDRESS (This address must be the physical address that is registered with CCR and include nine digit zip code):	1776 E. Washington Street OFC, Urbana, IL 61802-4578
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Pius Weible
TITLE:	County Board Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6006910
IMPLEMENTING AGENCY'S DUNS NUMBER:	097322861
IMPLEMENTING AGENCY'S CCR REGISTRATION EXPIRATION DATE:	03-28-2012
IMPLEMENTING AGENCY'S CAGE CODE:	4VB73
PROGRAM FINANCIAL OFFICER:	Daniel J. Welch
TITLE:	Treasurer
TELEPHONE:	217-384-3743
PROGRAM AGENCY'S NAME:	Champaign County State's Attorney's Office
PROGRAM AGENCY'S ADDRESS (This address must be the physical address that is registered with CCR and include the nine digit zip code):	101 E. Main St., Rm. 159, Urbana, IL 61801-2703
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Julia Rietz
TITLE:	Champaign County State's Attorney
PROGRAM AGENCY'S DUNS	830761313
PROGRAM AGENCY'S CCR EXPIRATION DATE	03-29-2012
PROGRAM AGENCY'S CAGE CODE	5HGPO
FISCAL CONTACT PERSON:	Theresa Smith

AGENCY:	Champaign County State's Attorney's Office
TITLE:	Executive Assistant to State's Attorney
TELEPHONE:	217-384-3733
FAX:	217-384-3816
E-MAIL:	tsmith@co.champaign.il.us
PROGRAM CONTACT PERSON:	Sherry Chaney-Bruce
TITLE:	Victim Advocacy Program Director
TELEPHONE:	217-384-3733 & 217-384-3865
FAX:	217-384-3816
E-MAIL:	schaney@co.champaign.il.us
PROGRAM AGENCY'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code registered with CCR. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx):	15th
PRIMARY AREA OF PERFORMANCE (This should be completed if grant activities are taking place in a location other than the Program Agency's office registered with CCR. This needs to be an address with a nine digit zip. If locations are the same please mark "N/A"):	N/A
PRIMARY AREA OF PERFORMANCE'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx. If the place of performance is the same as the Program Agency's address listed in CCR please mark "N/A"):	N/A
Question 1) Are more than 80% of the Program Agency's revenue from the federal government:	No
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	No
Question 3) Are the Program Agency's top five compensated officers compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	No
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

**VICTIMS OF CRIME ACT
EXHIBIT A:
PROGRAM NARRATIVE
Standard Non-InfoNet Reporting**

I. Description of organization

1. Program Agency Name: Champaign County State's Attorney's Office
Mailing Address: 101 E. Main St., Rm. 159, Urbana, IL 61801-2703
Telephone number: 217-384-3733

2. Please provide the following information for your VOCA program service area (attachments are acceptable).

A. List the county(ies) or municipality(ies) served by your VOCA program.
See Attachment.

B. Federal Congressional District number(s) 15th

C. State Senatorial District number(s) 52nd

D. State Representative District number(s) 103rd

These districts can be found by visiting the Illinois State Board of Elections website.

Type of program agency (Check one)

A. Criminal justice government*

- | | |
|---|--|
| <input type="checkbox"/> Law Enforcement | <input type="checkbox"/> Court |
| <input checked="" type="checkbox"/> Prosecution | <input type="checkbox"/> Corrections |
| <input type="checkbox"/> Probation | <input type="checkbox"/> Other (specify) _____ |

B. Non-criminal justice government

- | | |
|--|---|
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Hospital |
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> Public Housing |
| <input type="checkbox"/> Other (specify) _____ | |

C. Private: Non-profit

- | | |
|---|---|
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Shelter |
| <input type="checkbox"/> Rape Crisis | <input type="checkbox"/> Mental Health |
| <input type="checkbox"/> Religious Organization | <input type="checkbox"/> Other (specify): _____ |

D. Other: Describe _____

*If your agency is a governmental unit, such as law enforcement or prosecution, please provide a short description of how the activities described within this application have been coordinated with the victim service providers in the community served. Include letters of support from all agencies listed as part of the application.

Victim Services in the Champaign County State's Attorney's Office routinely makes referrals and works in conjunction with various other service providers in the community. Other agencies include, Rape Advocacy, Counseling & Education Services (RACES); Family Services of Champaign County; Mother's Against Drunk Driving (MADD); and, The Child Advocacy Center.

If your agency is not able to coordinate these activities with a victim service agency please explain why.

3. Purpose of VOCA funds: (select one)

- | | |
|--|---|
| <input type="checkbox"/> Start a new victim services project | <input type="checkbox"/> Expand or Enhance an existing project not funded by VOCA in a previous year. |
|--|---|

Continue a VOCA funded victim project funded in a previous year Technology

4. Crime Victim Assistance Funds Awarded: \$34,525.00 Project Begin Date: October 1, 2011
 Grant Number: 209278 Project End Date: September 30, 2012

5. These VOCA funds will primarily be used to: (check one)
 Expand services into a new geographic area Offer new types of services
 Serve additional victim populations Continue existing services to crime victims
 Other (specify)

6. For this victims' services program indicate the number of VOCA funded paid staff, full-time equivalent* (FTE) 1
 * FTE is calculated by the number of hours worked in a week divided by the average work week for your organization. This number will match the total on Question 3a on page 5.

7. Volunteers used in any capacity throughout your agency should be counted and reported.
 Does your organization use volunteers?
 Yes – complete part A & B
 No – complete the volunteer waiver certification included in the continuation packet.

A. How many Full-time Equivalent (FTE) volunteer staff are used by your agency as a whole, not just the VOCA funded program?
 6 volunteers spend between 10-15 hours a week volunteering'. This amounts to 1.6-2.4 FTEs.

B. What activities do they perform?
 Volunteers in the State's Attorney's Office help prepare letters and documents; answer phone calls, meet with the public, assist victim services staff, and attend court.

8. Identify the amount of the VOCA-Funds allocated to serve victims accordingly.

ALL GENERAL CRIME	\$ 34,525.00
OR	
Child Abuse (includes child sex abuse)	\$
Domestic violence	\$
Sexual assault	\$
Underserved	\$
DUI/DWI crashes	\$
Survivors of homicide victims	\$
Assault and/or Battery	\$
Adults molested as children	\$
Elder abuse	\$

Robbery	\$
Other violent crime (specify)	\$
TOTAL (should match question #4.)	\$ 34,525.00

9. Sub-grant Match (financial support from other sources for this program):

Value of In Kind Match	\$ 0
Cash Match	\$ 16,400.00
Total	\$ 16,400.00

10. Please provide the total amounts of funding allocated to All Victim Services based on your agency's current fiscal year budget:

Other Federal funds (excluding these VOCA funds)	\$ 0
VOCA funds (award amount)	\$ 34,525.00
State	\$ 22,300.00
Local	\$ 124,582.00
Other	\$ 0

This agency certifies that it receives over \$500,000 in federal funds agency wide and it is required to have an A-133 Audit.

11. Identify the victims to be served through this VOCA-Funded project (include match funded activities) by checking the type of crime(s) At least one must be selected.

- | | |
|--|--|
| <input type="checkbox"/> Child Physical Abuse | <input checked="" type="checkbox"/> Adults molested as children |
| <input type="checkbox"/> Child Sexual Abuse | <input checked="" type="checkbox"/> Survivors of homicide victims |
| <input type="checkbox"/> DUI/DWI Crashes | <input checked="" type="checkbox"/> Robbery |
| <input checked="" type="checkbox"/> Domestic Violence | <input checked="" type="checkbox"/> Assault |
| <input checked="" type="checkbox"/> Adult Sexual Assault | <input checked="" type="checkbox"/> Other Violent Crimes (specify) Home Invasion, Aggravated Battery, Unlawful Restraint |
| <input checked="" type="checkbox"/> Elder Abuse | <input checked="" type="checkbox"/> Other (Specify) Burglary, Identity Theft, Criminal Damage to Property & Arson |

12. Check the services to be provided by this VOCA – funded project. **Check all that apply**

- | | |
|--|---|
| <input type="checkbox"/> Crisis Counseling | <input checked="" type="checkbox"/> Criminal Justice Support/Advocacy |
| <input checked="" type="checkbox"/> Follow Up Contact | <input type="checkbox"/> Emergency Financial Assistance |
| <input type="checkbox"/> Therapy | <input type="checkbox"/> Emergency Legal Advocacy |
| <input type="checkbox"/> Group Treatment | <input checked="" type="checkbox"/> Assistance in Filing Compensation Claims* |
| <input type="checkbox"/> Crisis Hotline Counseling | <input type="checkbox"/> Personal Advocacy |
| <input type="checkbox"/> Shelter/Safe House | <input checked="" type="checkbox"/> Telephone Contacts (Information and Referral) |
| <input checked="" type="checkbox"/> Information and Referral (In person) | <input type="checkbox"/> Other (Specify) |

*Assistance in filing compensation claims is **MANDATORY**

II. Summary of organization

In this section, we are trying to gain a general sense of your organization's activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your entire organization, including details of different units and staffing.

The Victim Advocacy Program exists as a unit within the Champaign County State's Attorney's Office. The State's Attorney's Office is the chief law enforcement agency for Champaign County and files criminal charges against offenders. There are seventeen prosecutors in the criminal division with a total of six victim service providers. Two attorneys staff the traffic unit; two attorneys staff the misdemeanor unit; one attorney prosecutes felony Driving Under the Influence of Alcohol (DUI) cases; eight attorneys staff the felony unit; and, two attorneys staff the delinquency unit. Two of the advocates assist victims of domestic violence, juvenile delinquency, and traffic offenses; two advocates assist child victims of violent crime; one advocate assists victims of felony traffic matters and misdemeanors; and, the director of this VOCA funded position, provides services to all other felony crime victims and/or their families.

2. Besides the services funded through this VOCA grant, what (if any) other victim services does your agency provide? Include examples of how these services are coordinated with the VOCA funded activities.

The five victim services providers not funded by VOCA provide services to victims of domestic violence, child sexual and physical abuse, DUI and traffic offenses, misdemeanor and juvenile delinquency crimes. Advocates provide initial contact letters, dispositional letters provide courtroom orientation and facilitate pre-trial meetings. All services provided by these advocates mirror the services provided by the Victim Advocacy Program Director, who is funded by this VOCA grant. Information and work loads are shared between the advocates. All the service providers coordinate their efforts to give all victims systematic, informative and helpful advice and advocacy as they travel through the judicial process.

3. Please indicate the total number of staff dedicated to all victim services at your organization, not just this VOCA funded program.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	6
Number of managerial staff	0
Number of administrative support staff	0

4. Does this program make a special effort to target any un-served or underserved populations?
 - Yes – check all un-served/underserved populations being targeted
 - No – skip to Section III

- American Indian
- Asian
- Black or African American
- Elderly
- Hispanic or Latino

- Lesbian, gay, bisexual, transgender
- People with disabilities
- Limited English proficiency
- Mental health issues
- Substance abuse issues

- Homeless or living in poverty
- Immigrants, refugees, or asylum seekers
- Other (specify): _____
- Rural areas
- Children

III. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. Description of program: Please provide a description of your VOCA funded program. Include information on any efforts to target underserved victim populations listed above that are served by this program, such as minority, elderly or disabled populations.

The Victim Advocacy Program is the first point of contact for felony crime victims with the judicial system in Champaign County. The director assists and provides information and referrals to felony crime victims from the beginning of the case to the end. This program initiates contact with new crime victims; assists in the collection of restitution amounts; assists in preparation of victim-impact statements and victim compensation claims; provides courtroom orientation and escort; aids in the return of evidence; facilitates and attends pre-trial interviews; and, continues to provide information to victims through disposition, incarceration, appeal, post-conviction, and clemency proceedings of defendants, when applicable.

No underserved victims are targeted in this program - services are provided to all crime victims.

2. Who oversees this program? Please include position titles and duties. (Do not include personal information.)

Champaign County State's Attorney

3. Staff
 - a. Report the total number of FTE* staff funded by the VOCA grant. Report staff by title. Include employees who are part-time and/or only partially funded with this grant as well as program funded consultants/contractors. Include employees who are funded with any required grant match. Report all FTEs in decimals, not percentages.

Title of Staff Person	Full Time Equivalent	% time on VOCA funded program
<i>Example: Advocate</i>	<i>.50</i>	<i>100</i>
Victim Advocacy Program Director	1	100%
TOTAL (should equal #6 on pg. 2)	1	

*FTE is calculated by the number of hours worked in a week divided by the average work week for your organization.

- b. What are the primary qualifications (e.g. education, language skills etc.) of program-funded staff?

Bachelor's degree and previous experience in the criminal justice system and victim's rights is beneficial or an equivalent combination of education and/or experience.

- c. Please attach an updated job description for each position including duties and qualifications. **If this position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.**

Victims Compensation Program

As a condition of receiving VOCA funds the Office on Victims of Crime (OVC) mandates that programs receiving VOCA funds must notify* all victims of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General.

4. Please explain how your agency informs victims of the VOCA Victims' Compensation program.

Victims are informed about the Illinois Attorney General's Compensation Program in a brochure included with each initial contact letter. Posters are also visible in the lobby and advocate offices.

*Notification is defined as simply advertising the Victims' Compensation program through posters or brochures publicly visible in the agency's office. Other options include: providing information and referrals concerning the program and assistance with the application.

IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. Use the table below to identify the crime(s) this program will target and provide three years of county level data for your service area. If your program does not target a specific type of crime please include the three highest crime rates for the jurisdiction your program serves. Data for Index offenses are available on the Illinois Criminal Justice Information Authority's website or the publication, *Crime in Illinois*, produced by the Illinois State Police (ISP).

2007-2009

Type of crime: Property Crimes			Type of crime: Aggravated Assault/Battery			Type of crime: Robbery		
2007	2008	2009	2007	2008	2009	2007	2008	2009
1021	1026	957	643	682	595	56	65	80

* If multiple counties are served by your VOCA funded program please list the counties served here, and accumulate the crime numbers above. N/A

2. What is the problem(s) your VOCA funded program has identified through its contact with the victim population served that **this program** addresses? (*What do crime victims need that they would not get if not for the services provided through this program?*)

Crime victims come into contact with the judicial system having many questions and concerns. This program addresses most of those questions and problems by immediately providing notification letters and brochures; then continues to notify victims of case status and disposition, and post-conviction proceedings. This program provides a direct phone line which is available to victims, Monday through Friday; messages may also be left 24 hours a day. Victims may walk-in and personally meet (during week day business hours) with an advocate when they have questions or concerns. Providing direct communication directly to crime victims about their case, their rights, and the judicial process is the primary need fulfilled by this program.

This program informs victims about the automated victim notification services and how to access them.

Restitution is another problem faced by crime victims. This program assists victims in collecting figures for medical bills, property damage, and thefts to submit for collection through their criminal case or the Attorney General's Crime Victim Compensation Fund. This program also assists victims in the return of their property being held as evidence, and with referrals to outside agencies who assist with personal needs, such as replacement of broken eye glasses, new beds, or new door locks, damaged or lost through their victimization.

This program provides victims with courtroom orientation prior to testifying at trial, as well as escort to trials, guilty pleas and sentencing hearings. This program also insures victim's safety while they are in the courthouse and courtroom facilities.

3. Use the space below to provide any anecdotal information based on the experiences of agency staff or other sources within your jurisdiction that may highlight the crime(s) and victims served through this program. *Please do not use names or any other information that would identify a specific victim.*

This past year, the victim advocacy program director assisted a University of Illinois student who was the victim of a sexual assault. The young woman was abducted from a campus bar by the defendant, taken to his van, and driven to a storage shed where she was sexually assaulted. The defendant eventually abandoned the victim on a public street where she walked until a good Samaritan stopped to help. The defendant was identified and charged. The program director initiated and maintained contact with the victim throughout the judicial process. The program director facilitated and attended meetings with the victim and prosecutor and escorted the victim to court where she testified at a jury trial. The defendant was a Jordanian nationalist who fled the country just prior to trial, but he was tried and sentenced in absentia. The defendant was sentenced to 25 years in the Illinois Department of Corrections. A warrant is still outstanding for his arrest. Although, the victim did not have to actually confront the defendant in the courtroom to obtain his conviction, she was left feeling less than vindicated as he escaped punishment for his crimes by fleeing the country.

In June 2011, the victim advocacy program director assisted the family of a murder victim through the prosecution and jury trial of one of three defendants charged with murder. This defendant and 3 other co-defendants entered the victim's residence in December of 2008, and shot the victim in front of his wife and minor children. One of the co-defendants was the victim's step-son. During the trial, the victim's wife, the victim's ex-wife and the victim's mother testified. Nearly all of the victim's family members stayed for the duration of the week long jury trial. This defendant, although not the shooter, was found guilty and sentenced to 40 years in the Illinois Department of Corrections. The other defendants are still awaiting trial.

In January 2011, an 80 year old woman was the victim of a home invasion, aggravated battery, sexual assault and unlawful restraint. The woman was locked in her bedroom closet by the defendant. The callous defendant proceeded to eat a sandwich before leaving the victim's residence. The victim was found by her mailman 3 days later. Miraculously, the victim survived; she was treated and released for bruising and dehydration, but had no broken bones or other injuries. The victim advocacy program director has maintained contact with this victim over the past 9 months, monitoring her status with regard to physical and mental health as well as to give her updates on the case status. The director facilitated a meeting with the victim and prosecutor where the victim asked questions and obtained information directly from the prosecutor. The case, and contact with this victim is still ongoing.

These individuals along with many others, received services from the Victim Advocacy Program Director which helped to ease the trauma of their victimization, as well as to help them proceed through the judicial process.

V. Goals and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

Goal: To provide direct services to (check one) for the purpose of alleviating trauma and suffering incurred from victimization.

All crime victims

(Sub-population of crime victims. This should match the crime(s) indicated in Section: IV)

If completing this section prior to the end of the program performance period please estimate.

Service Provided	Number from last performance period.	Number of clients that actually received this service.*	Number for upcoming performance period.	Objective met?*\nYes or No
a. Crisis Counseling	0			
b. Follow Up Contact	20	44	35	Yes
c. Therapy	0			
d. Group Treatment	0			
e. Crisis Hotline Counseling	0			
f. Shelter/Safe House	0			
g. Information and Referral (In person)	200	181	150	No
h. Criminal Justice Support / Advocacy	2000	2208	2000	Yes
i. Emergency Financial Assistance	0			
j. Emergency Legal Advocacy	0			
k. Personal Advocacy	20	10	10	No
l. Telephone Contacts (Information and Referral)	500	505	500	Yes
m. Other (specify):	0			
n. Other (specify):	0			

*If you did not meet the objective(s) listed above, please detail each objective not met.

In Person Information and Referral was slightly short of reaching prediction. The projection which was given in last year's application was based on the prior year's statistics, where 224 victims received this service.

Personal Advocacy projection was based on statistics from the prior year which numbered 26; this year was 10 less than expected.

Another reason these two objectives might not have been met, may be due to the director working a 4 day work week and other advocates provides these services on days the director was off.

1. What were the successes of your program during the current performance period? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Do not use names or other information that would identify a specific victim.*

During this current performance period, the Victim Advocacy Program Director has assisted numerous victims and their family members through the judicial process - helping them to understand the judicial process; accompanying them to court - jury trials and sentencing hearings; gathering restitution information; writing and reading Victim-Impact Statements; facilitating the return of evidence; scheduling and attending pre-trial meetings; arranging for transportation and travel accommodations for out-of-town victims; and, being available to assist and answer victim's questions on an ongoing basis. The director eased the trauma of crime victims by performing these services. Each person/victim who received assistance, guidance, and compassion from this program is counted as a success. This reporting period 715 new felony crime victims received services in Champaign County from the Victim Advocacy Program. Hundreds more ongoing crime victims also received services, updates and dispositional information from the Victim Advocacy Program.

This past year, the victim advocacy program director assisted a University of Illinois student who was the victim of a sexual assault. The young woman was abducted from a campus bar by the defendant, taken to his van, and driven to a storage shed where she was sexually assaulted. The defendant eventually abandoned the victim on a public street where she walked until a good Samaritan stopped to help. The defendant was identified and charged. The program director initiated and maintained contact with the victim throughout the judicial process. The program director facilitated and attended meetings with the victim and prosecutor and escorted the victim to court where she testified at a jury trial. The defendant was a Jordanian nationalist who fled the country just prior to trial, but he was tried and sentenced in absentia. The defendant was sentenced to 25 years in the Illinois Department of Corrections. A warrant is still outstanding for his arrest. Although, the victim did not have to actually confront the defendant in the courtroom to obtain his conviction, she was left feeling less than vindicated as he escaped punishment for his crimes by fleeing the country.

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2. What barriers did you experience in implementing your program during the current performance period? How did you respond to them? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Please do not use names or other information that would identify a specific victim or a particular person.*

The largest barrier for the victim advocacy program director was going from a 5 day work week to a 4 day work week. All 6 advocates in the Champaign County State's Attorney's Office were reduced to 4 day work weeks due to budget cuts. However, services to crime victims in Champaign County continue to be provided without interruption. All of the advocates work together to insure Champaign County crime victims receive services every day of the week by staggering their days off, coming to work early, working through lunch hours, and staying after hours, to assist and provide services to each crime victim.

3. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

No

VI. Program Implementation

The problem statement describes the issue(s) to be addressed in the following year. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant as well as match funded activities** will be implemented in clear, logical detail and should explain how your program will achieve its goals and objectives and work to resolve the issues addressed.

1. Please describe the specific activities each staff member (federal and match funded) under **this program** will provide to crime victims and explain how those activities benefit your target population.

The Victim Advocacy Program Director will provide written notification to each new felony crime victim, explaining charges and the judicial process. Also included will be brochures explaining crime victim rights, restitution, the Attorney General's Compensation Fund, and the judicial process.

The Director will obtain restitution information from felony crime victims to provide to the court; and, provide applications and written instructions about the Attorney General's Crime Victim Compensation Fund to victims of violent crime. The director will assist victims in completing restitution forms and attorney general applications.

Referrals will be made to victims of domestic violence, sexual assault, and elder abuse with regard to other local agencies who can provide additional services specific to their needs.

Follow-up letters, including plea and disposition notifications will be provided to crime victims by the director. Victim-Impact Statements will be provided to violent crime victims along with written instructions. Assistance with completion and presentation of these statements will also be provided to the crime victim or family members.

Courtroom orientation and escort will be provided to felony crime victims.

In-person, written, and telephonic communication with felony crime victims concerning the following issues will be provided by this director on an ongoing basis: individual case status and scheduling; restitution collection; return of evidence; travel arrangements and per diem for out-of-town victims; counseling and service referrals; notification of plea dates and disposition; and, post-trial issues. Personal advocacy will be provided to employers, landlords and business entities on behalf of crime victims, when needed.

This position/program will also provide empathetic listening and support to crime victims, particularly victims of sexual abuse/assault, and to family members of murder victims on an ongoing basis.

2. Explain how the issues or barriers to the implementation of the program that you listed above in Section V, question 2, will be addressed during the new program period?

The 4 day work week barrier will continue to be addressed in the same fashion as described on page 13 of this narrative. Advocates will rotate days off to insure an advocate is present and available each day to meet the needs of crime victims and to insure no interruption in victim services takes place.

3. What training needs have you identified for the staff funded under this program?

The director attended an Advanced Illinois Victim Assistance Academy on October 26-27, 2011, in Bloomington, IL. This training included topics on Disability Rights; Victim Services in Cold Cases from the Advocate Perspective; Vinewatch; and, Legislative Updates.

4. How will you address those training needs? If unable to address those needs, please explain why.

N/A

5. If VOCA funds were not available, has your organization developed a plan for the continuation of this program? Please explain.

No written plan has been developed on how to continue the program, but should VOCA funding end, the State's Attorney's Office would continue to provide victim services. The State's Attorney would have to re-examine the budget to determine how she would fund the director's position.

VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity	Month Begun	Month Completed	Personnel Responsible	Frequency
<i>Example: Distribute Brochures</i>	<i>Month 1</i>	<i>Ongoing</i>	<i>Volunteers</i>	<i>As needed</i>
<i>Example: Hire Medical Advocate</i>	<i>Month 1</i>	<i>Month 2</i>	<i>Coordinator</i>	<i>N/A</i>
<i>Example: Provide Support Groups</i>	<i>Month 2</i>	<i>Month 12</i>	<i>Advocate</i>	<i>Weekly</i>
Distribute initial contact letters and brochures	Month 1	Ongoing	Director	Daily
Provide courtroom orientation and escort	Month 1	Ongoing	Director	As needed
Assist with Victim-Impact Statements	Month 1	Ongoing	Director	As needed
Distribute plea and disposition notifications	Month 1	Ongoing	Director	Weekly
Provide in-person information and referrals	Month 1	Ongoing	Director	As needed
Provide personal advocacy	Month 1	Ongoing	Director	As needed
Provide follow-up contact	Month 1	Ongoing	Director	As needed
Provide telephonic information and referrals	Month 1	Ongoing	Director	Daily
Assist with restitution and Crime Victim's Compensation applications	Month 1	Ongoing	Director	As needed

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: County of Champaign on Behalf of the Champaign Co. State's Attorney's Office
Agreement #: 209278

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Grant Fund: VOCA FFY: 2009	\$34,525
	Subtotal:	\$34,525
Match:	County of Champaign on Behalf of the Champaign Co. State's Attorney's Office	\$8,631
	Subtotal:	\$8,631
Over Match:	County of Champaign on Behalf of the Champaign Co. State's Attorney's Office	\$7,769
	Subtotal:	\$7,769
	GRAND TOTAL	\$50,925

EQUIPMENT	<u>Cost per Unit</u>	<u># of Units</u>	<u>Pro-rated Share</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Item						
Not Applicable	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST				\$ -	\$ -	\$ -

* For Equipment Budgets over \$5000, the Authority must be notified prior to the disposal of any equipment.

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

COMMODITIES					
<u>Item</u>	<u>Cost / Month</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Not Applicable	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ -	\$ -	\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

(See Attached Budget Instructions)

TRAVEL	<u>Cost/Mile</u>	<u># of Miles/mo</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Not Applicable						
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Not applicable	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Conference Travel**	<u>Cost/ person</u>	<u># of people</u>	<u># of days</u>	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.51/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

CONTRACTUAL	<u>Cost/month</u>	<u>Dollar/hour</u>	<u># of hours per month</u>	<u>Pro-rated Share</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Not Applicable							
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ -	\$ -	\$ -

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

GRAND TOTAL	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
PERSONNEL SERVICES	\$ 34,525.00	\$ 16,400.00	\$ 50,925.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ -	\$ -
TOTAL COST	\$ 34,525.00	\$ 16,400.00	\$ 50,925.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement #**209278**

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	0.410%
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	8.060%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$36,529.00
TOTAL RATED FRINGE BENEFITS	\$2,944
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$7,179.00
Retirement Pension	\$3,709.00
Life Insurance	\$29.00
Unemployment 4.2% of first \$12,740 pd/employee \$535.08 maximum	\$535.00
Total Flat Rate Fringe	\$11,452.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	1.00
FLAT RATE FRINGE BENEFITS	\$11,452
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$14,396

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.



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
INFORMATION TECHNOLOGY
MICROGRAPHICS
PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

To: Committee of the Whole/Finance
From: Alan Reinhart, Facilities Director
Date: November 9, 2011
Re: Physical Plant Vacancy

On October 17, 2011, a Maintenance Worker resigned. It is difficult to manage the daily demands for repairs and maintenance of the County's facilities when not fully staffed.

We would therefore request your approval to waive the 3 month hiring freeze waiting period to fill this position as soon as possible.

Thank you for your consideration of this request.

CHAMPAIGN COUNTY

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AUDITOR'S REPORT TO COUNTY BOARD
PERIOD ENDING 11/30/11

FUND	NAME	F Y 2 0 1 0				F Y 2 0 1 1						
		-BUDGET-	ACTUALS			-BUDGET-	ACTUALS					
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	BEGINNING (12/01/10)	CURRENT (AS OF 11/30/11)	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %	
074	2003 NURS HM BOND DBT SRV											
	REVENUE	1,613,047	60,936	1,602,386	99	1,609,484	6,232,737	4,623,253	58,207	6,227,288	100	
	EXPENDITURE	1,580,884	0	1,579,884	100	1,577,515	6,200,768	4,623,253	0	6,076,357	98	
075	REGIONAL PLANNING COMM											
	REVENUE	20,883,514	770,297	11,072,193	53	13,758,053	15,287,304	1,529,251	1,316,386	10,351,157	68	
	EXPENDITURE	21,466,718	901,218	11,287,334	53	14,697,853	16,227,104	1,529,251	1,539,418	10,166,229	63	
076	TORT IMMUNITY TAX FUND											
	REVENUE	1,080,548	41,039	1,075,408	100	1,118,682	1,118,682	0	40,919	1,114,245	100	
	EXPENDITURE	1,399,500	59,059	1,375,950	98	1,337,000	1,502,000	165,000	58,254	1,345,632	90	

AUDITOR'S REPORT TO COUNTY BOARD
PERIOD ENDING 11/30/11

FUND	NAME	FY 2010				FY 2011					
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/10)	-BUDGET- CURRENT (AS OF 11/30/11)	CHANGE	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %
080	GENERAL CORPORATE										
010	COUNTY BOARD										
	REVENUE	329,468	68,537	313,714	95	329,468	336,968	7,500	60,944	306,002	91
	EXPENDITURE	250,178	16,743	246,181	98	256,165	271,734	15,569	19,154	260,356	96
013	DEBT SERVICE										
	REVENUE	714,050	40,930	405,824	57	710,688	710,688	0	33,602	369,623	52
	EXPENDITURE	405,674	47,484	404,208	100	403,796	403,261	535-	47,158	401,526	100
016	ADMINISTRATIVE SERVICES										
	REVENUE	143,132	54,982	141,141	99	144,426	144,426	0	640	53,627	37
	EXPENDITURE	1,407,267	103,888	1,333,048	95	1,377,515	1,030,125	347,390-	26,937	950,133	92
017	COOPERATIVE EXTENSION SRV										
	REVENUE	416,962	15,931	417,065	100	399,056	399,056	0	14,637	398,600	100
	EXPENDITURE	417,415	0	417,413	100	399,056	399,056	0	14,638	398,599	100
020	AUDITOR										
	REVENUE	109,200	0	118,676	109	107,604	111,504	3,900	10,000	47,213	42
	EXPENDITURE	304,309	22,335	303,259	100	312,694	321,188	8,494	25,169	313,278	98
021	BOARD OF REVIEW										
	REVENUE	0	0	0		0	0	0	0	0	
	EXPENDITURE	108,555	7,805	107,713	99	114,736	122,317	7,581	8,260	110,183	90
022	COUNTY CLERK										
	REVENUE	319,598	18,813	326,013	102	266,000	275,462	9,462	19,176	309,591	112
	EXPENDITURE	877,791	59,972	844,194	96	799,562	847,550	47,988	79,876	783,946	92
023	RECORDER										
	REVENUE	1,718,268	205,959	1,609,412	94	1,423,928	1,484,928	61,000	199,498	1,503,876	101
	EXPENDITURE	993,268	88,070	941,892	95	857,669	916,331	58,662	35,868	881,154	96
025	SUPERVISOR OF ASSESSMENT										
	REVENUE	61,308	29,791	55,383	90	42,675	42,675	0	33,090	59,364	139
	EXPENDITURE	322,642	22,012	306,426	95	404,873	411,093	6,220	25,577	362,762	88
026	COUNTY TREASURER										
	REVENUE	646,515	359,216	700,139	108	764,950	764,950	0	394,822	694,471	91
	EXPENDITURE	255,297	19,529	244,197	96	249,686	253,367	3,681	21,805	243,624	96
028	INFORMATION TECHNOLOGY										
	REVENUE	0	0	0		0	0	0	71,371	80,100	N.A.
	EXPENDITURE	0	0	0		0	383,232	383,232	73,080	341,066	89
030	CIRCUIT CLERK										
	REVENUE	2,347,650	147,630	1,957,632	83	2,112,645	2,112,645	0	143,654	1,740,102	82
	EXPENDITURE	1,048,408	78,652	1,046,179	100	1,091,160	1,114,804	23,644	119,529	1,037,352	93
031	CIRCUIT COURT										
	REVENUE	20,000	503	730	4	1,000	1,000	0	0	328	33
	EXPENDITURE	1,041,357	68,799	1,028,774	99	1,012,227	1,030,427	18,200	88,073	985,094	96

AUDITOR'S REPORT TO COUNTY BOARD
PERIOD ENDING 11/30/11

FUND	NAME	FY 2010				FY 2011						
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/10)	-BUDGET- CURRENT (AS OF 11/30/11)	CHANGE	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	
080	GENERAL CORPORATE	(CONTINUED)										
032	JURY COMMISSION											
	REVENUE	0	0	0		0	0	0	0	0		
	EXPENDITURE	39,094	1,726	24,266	62	31,563	32,147	584	1,882	23,328	73	
036	PUBLIC DEFENDER											
	REVENUE	141,295	62,361	231,526	164	127,358	127,358	0	8,203	209,976	165	
	EXPENDITURE	972,083	71,519	969,669	100	980,762	997,362	16,600	72,930	947,339	95	
040	SHERIFF											
	REVENUE	996,473	54,018	968,116	97	936,465	936,465	0	107,630	979,427	105	
	EXPENDITURE	4,319,663	297,184	4,183,604	97	4,420,164	4,517,873	97,709	312,701	4,020,341	89	
041	STATES ATTORNEY											
	REVENUE	1,444,765	212,905	1,525,244	106	1,379,978	1,469,978	90,000	86,159	1,119,616	76	
	EXPENDITURE	2,020,672	149,757	2,009,148	99	2,019,161	2,060,516	41,355	156,753	1,944,249	94	
042	CORONER											
	REVENUE	25,000	2,765	22,226	89	14,100	42,414	28,314	2,637	42,804	101	
	EXPENDITURE	451,216	38,647	440,753	98	452,966	499,885	46,919	43,388	473,968	95	
043	EMERGENCY MANAGEMENT AGCY											
	REVENUE	226,149	9,932	124,408	55	32,000	51,548	19,548	0	157,791	306	
	EXPENDITURE	306,881	8,434	271,023	88	113,068	134,237	21,169	9,547	110,461	82	
051	JUVENILE DETENTION CENTER											
	REVENUE	886,803	2,341	956,173	108	935,549	935,549	0	1,503	952,187	102	
	EXPENDITURE	1,566,842	105,082	1,546,362	99	1,582,476	1,592,312	9,836	114,798	1,488,021	93	
052	COURT SERVICES -PROBATION											
	REVENUE	527,305	0	561,832	107	477,232	477,232	0	0	452,412	95	
	EXPENDITURE	1,422,639	103,988	1,409,928	99	1,410,584	1,418,905	8,321	108,702	1,327,513	94	
057	DEPUTY SHERIFF MERIT COMM											
	REVENUE	0	0	0		0	0	0	0	0		
	EXPENDITURE	20,859	222	13,189	63	20,025	21,419	1,394	0	20,413	95	
071	PUBLIC PROPERTIES											
	REVENUE	1,452,181	97,871	1,300,930	90	1,515,167	1,615,593	100,426	125,355	1,666,210	103	
	EXPENDITURE	2,982,602	184,790	2,759,469	93	2,744,068	2,897,517	153,449	200,068	2,641,169	91	
075	GENERAL COUNTY											
	REVENUE	18,062,638	878,592	18,233,471	101	17,855,635	17,855,635	0	1,093,540	17,139,294	96	
	EXPENDITURE	2,843,112	191,494	2,784,449	98	3,251,019	3,052,119	198,900-	207,237	2,830,798	93	
077	ZONING AND ENFORCEMENT											
	REVENUE	87,912	6,608	36,523	42	50,700	59,025	8,325	3,978	56,090	95	
	EXPENDITURE	357,927	24,212	351,325	98	333,467	346,153	12,686	24,185	284,672	82	
124	REGIONAL OFFICE EDUCATION											
	REVENUE	0	0	0		0	0	0	0	0		
	EXPENDITURE	217,772	0	207,572	95	209,062	209,062	0	33,211	166,055	79	

CHAMPAIGN COUNTY

AUDITOR'S REPORT TO COUNTY BOARD
 PERIOD ENDING 11/30/11

FUND	NAME	FY 2010				FY 2011					
		-BUDGET-	ACTUALS			BEGINNING	BUDGET	CHANGE	ACTUALS		
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	(12/01/10)	(AS OF 11/30/11)		CURRENT MONTH	YEAR-TO DATE	YTD %
080	GENERAL CORPORATE	(CONTINUED)									
130	CIRC CLK SUPPORT ENFORCE										
	REVENUE	61,515	15,326	64,080	104	57,883	57,883	0	0	40,558	70
	EXPENDITURE	47,570	3,488	45,306	95	48,784	50,077	1,293	3,875	45,484	91
140	CORRECTIONAL CENTER										
	REVENUE	884,634	58,869	824,730	93	865,216	865,216	0	61,166	708,009	82
	EXPENDITURE	5,723,357	365,953	5,581,041	98	5,651,518	5,661,412	9,894	474,421	5,335,889	94
141	STS ATTY SUPPORT ENFORCE										
	REVENUE	390,446	24,689	326,124	84	371,261	371,261	0	25,851	314,727	85
	EXPENDITURE	376,948	24,013	354,775	94	373,158	379,084	5,926	27,640	335,198	88
TOTAL	GENERAL CORPORATE										
	REVENUE	32,013,267	24,689	31,221,112	98	30,920,984	31,249,459	328,475	2,497,456	29,401,998	94
	EXPENDITURE	31,101,398	24,013	30,175,363	97	30,920,984	31,374,565	453,581	2,376,462	29,063,971	93

CHAMPAIGN COUNTY

AUDITOR'S REPORT TO COUNTY BOARD
PERIOD ENDING 11/30/11

FUND	NAME	FY 2010				FY 2011					
		-BUDGET-		ACTUALS		BEGINNING	BUDGET	CHANGE	-ACTUALS-		
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	(12/01/10)	CURRENT (AS OF 11/30/11)		CURRENT MONTH	YEAR-TO DATE	YTD %
081	NURSING HOME										
	REVENUE	16,911,132	1,078,093	14,512,516	86	15,296,331	15,296,331	0	89,867	12,053,899	79
	EXPENDITURE	16,905,875	1,093,892	14,840,629	88	15,796,464	15,796,464	0	820,302	11,197,530	71
083	COUNTY HIGHWAY										
	REVENUE	2,815,371	246,895	2,743,552	97	2,448,713	2,771,924	323,211	75,936	2,335,358	84
	EXPENDITURE	2,764,482	254,869	2,638,186	95	2,452,131	2,891,102	438,971	297,441	2,698,550	93
084	COUNTY BRIDGE										
	REVENUE	1,034,533	37,018	1,061,741	103	1,058,646	1,058,646	0	36,389	1,131,465	107
	EXPENDITURE	1,021,000	100,808	703,103	69	1,031,000	1,031,000	0	3,219	383,652	37
085	COUNTY MOTOR FUEL TAX										
	REVENUE	3,599,143	137,083	3,305,767	92	2,721,643	2,721,643	0	574,125	2,663,945	98
	EXPENDITURE	7,054,240	190,131	6,954,922	99	3,775,404	3,775,404	0	647,591	3,371,830	89
088	ILL.MUNICIPAL RETIREMENT										
	REVENUE	4,010,261	437,959	4,072,605	102	4,883,414	4,883,414	0	331,035	4,406,397	90
	EXPENDITURE	4,356,701	310,535	4,393,970	101	4,884,984	4,884,984	0	648,109	4,421,699	91
089	COUNTY PUBLIC HEALTH FUND										
	REVENUE	1,416,409	40,671	1,414,810	100	1,304,310	1,304,310	0	34,644	1,269,078	97
	EXPENDITURE	1,490,352	196	1,387,537	93	1,304,310	1,304,310	0	19,573	1,237,131	95
090	MENTAL HEALTH										
	REVENUE	3,882,334	154,979	3,886,519	100	4,000,037	4,079,037	79,000	164,445	4,113,225	101
	EXPENDITURE	3,882,334	191,832	3,759,847	97	4,000,037	4,079,037	79,000	326,584	3,921,407	96
091	ANIMAL CONTROL										
	REVENUE	487,149	26,141	422,350	87	483,149	483,649	500	46,571	569,629	118
	EXPENDITURE	557,172	34,743	525,309	94	524,007	530,109	6,102	53,882	479,400	90
092	LAW LIBRARY										
	REVENUE	111,257	5,246	68,295	61	68,225	68,225	0	5,718	61,206	90
	EXPENDITURE	114,257	23,630	103,634	91	81,190	81,640	450	20,484	80,128	98
103	HWY FED AID MATCHING FUND										
	REVENUE	12,145	350	8,356	69	8,323	8,323	0	302	8,443	101
	EXPENDITURE	0	0	0		0	0	0	0	0	
104	EARLY CHILDHOOD FUND										
	REVENUE	10,805,850	451,554	6,850,889	63	7,279,475	7,279,475	0	462,406	6,468,795	89
	EXPENDITURE	10,820,621	491,961	6,355,249	59	7,275,125	7,275,125	0	501,618	6,082,082	84
105	CAPITAL ASSET REPLCMT FND										
	REVENUE	695,292	205	925,507	133	273,511	273,511	0	44	201,920	74
	EXPENDITURE	1,128,035	5,040	612,239	54	868,872	956,983	88,111	522	305,106	32
106	PUBL SAFETY SALES TAX FND										
	REVENUE	4,351,686	387,222	4,318,507	99	4,384,903	4,512,403	127,500	401,825	4,057,629	90
	EXPENDITURE	5,198,129	130,168	4,921,846	95	4,083,632	4,211,132	127,500	152,201	3,857,437	92
107	GEOGRAPHIC INF SYSTM FUND										
	REVENUE	296,250	24,867	276,405	93	282,100	282,100	0	21,922	225,179	80
	EXPENDITURE	311,836	52,963	309,667	99	316,162	316,162	0	59,158	309,499	98

AUDITOR'S REPORT TO COUNTY BOARD
PERIOD ENDING 11/30/11

FUND	NAME	FY 2010				FY 2011					
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/10)	BUDGET CURRENT (AS OF 11/30/11)	CHANGE	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %
108	DEVLPMNTL DISABILITY FUND										
	REVENUE	3,463,084	130,541	3,456,030	100	3,585,739	3,585,739	0	129,501	3,571,862	100
	EXPENDITURE	3,499,084	38,598	3,495,499	100	3,585,739	3,588,739	3,000	301,182	3,550,078	99
109	DELINQ PREVENTN GRNT FUND										
	REVENUE	216,734	57	216,761	100	203,116	203,116	0	15	203,207	100
	EXPENDITURE	224,895	17,608	224,895	100	203,116	203,116	0	17,608	193,793	95
188	SOCIAL SECURITY FUND										
	REVENUE	2,564,667	140,477	2,579,423	101	2,770,393	2,770,393	0	126,186	2,335,031	84
	EXPENDITURE	2,559,417	194,748	2,547,136	100	2,766,542	2,766,542	0	194,678	2,459,003	89
303	COURT COMPLEX CONSTR FUND										
	REVENUE	192,000	138	111,028	58	1,200	1,200	0	42	564	47
	EXPENDITURE	558,631	50	533,489	95	0	0	0	0	0	
304	HIGHWAY FACILITY CONST FND										
	REVENUE	0	21	276		0	0	0	6	80	
	EXPENDITURE	0	0	0		0	0	0	0	0	
305	202 ART BARTELL BLDG CNST										
	REVENUE	0	0	0		2,200,200	2,200,200	0	20	2,004,853	91
	EXPENDITURE	0	0	0		2,200,000	2,200,000	0	21,061	1,541,795	70
350	HWY FACIL BOND DEBT SERV										
	REVENUE	201,289	101,414	202,072	100	199,663	199,663	0	100,208	199,956	100
	EXPENDITURE	200,869	495	199,364	99	199,600	199,600	0	495	198,095	99
474	RPC USDA REVOLVING LOANS										
	REVENUE	772,000	18	250,142	32	551,750	551,750	0	19	207	
	EXPENDITURE	280,000	0	0		115,000	115,000	0	0	333	
475	RPC ECON DEVELOPMNT LOANS										
	REVENUE	1,052,250	28,113	668,812	64	521,700	521,700	0	47,753	354,278	68
	EXPENDITURE	725,000	8,541	416,968	58	525,000	525,000	0	21,983	146,411	28
476	SELF-FUNDED INSURANCE										
	REVENUE	1,624,096	93,770	2,102,269	129	1,913,500	1,955,373	41,873	96,299	1,879,552	96
	EXPENDITURE	2,136,032	60,986	1,438,326	67	1,848,889	1,890,762	41,873	56,306	1,360,400	72
610	WORKING CASH FUND										
	REVENUE	4,500	151	2,062	46	1,700	1,700	0	36	349	21
	EXPENDITURE	4,500	0	2,975	66	1,700	1,700	0	0	0	
611	COUNTY CLK SURCHARGE FUND										
	REVENUE	12,000	638	8,169	68	12,000	12,000	0	681	8,872	74
	EXPENDITURE	12,000	638	8,169	68	12,000	12,000	0	938	8,191	68
612	SHERIFF DRUG FORFEITURES										
	REVENUE	31,700	1,166	44,052	139	20,375	20,375	0	7	1,712	8
	EXPENDITURE	33,335	0	23,422	70	28,333	28,333	0	9,513	15,337	54
613	COURT'S AUTOMATION FUND										
	REVENUE	324,200	21,725	281,064	87	286,800	289,399	2,599	20,244	236,647	82
	EXPENDITURE	268,289	7,956	265,078	99	384,742	387,495	2,753	36,583	267,951	69

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FUND	NAME	FY 2010				FY 2011						
		-BUDGET-	CURRENT MONTH	ACTUALS		BEGINNING (12/01/10)	BUDGET		CHANGE	CURRENT MONTH	ACTUALS	
		FINAL		YEAR-TO DATE	YTD %		AS OF 11/30/11	YEAR-TO DATE			YTD %	
614	RECORDER'S AUTOMATION FND											
	REVENUE	195,000	19,590	215,811	111	182,500	182,500	0	16,977	184,566	101	
	EXPENDITURE	293,918	84,610	252,941	86	260,764	260,764	0	88,512	237,776	91	
617	CHILD SUPPORT SERV FUND											
	REVENUE	58,000	3,643	56,433	97	52,500	52,500	0	517	41,822	80	
	EXPENDITURE	128,288	8,694	57,166	45	150,240	150,240	0	5,134	31,491	21	
618	PROBATION SERVICES FUND											
	REVENUE	265,200	35,005	425,525	160	363,500	363,500	0	40,705	394,875	109	
	EXPENDITURE	663,143	13,123	501,337	76	414,414	431,404	16,990	35,084	417,938	97	
619	TAX SALE AUTOMATION FUND											
	REVENUE	27,850	921	32,140	115	36,840	36,840	0	199	35,358	96	
	EXPENDITURE	47,064	4,204	35,698	76	40,933	40,933	0	0	21,650	53	
620	HEALTH-LIFE INSURANCE											
	REVENUE	5,372,972	396,971	4,813,205	90	5,640,158	5,640,158	0	413,898	5,107,689	91	
	EXPENDITURE	5,393,885	390,661	4,827,189	89	5,640,158	5,640,158	0	413,483	5,100,304	90	
621	STS ATTY DRUG FORFEITURES											
	REVENUE	27,000	14,468	28,217	105	27,000	27,000	0	6	54,847	203	
	EXPENDITURE	27,000	13,534	15,038	56	27,000	27,000	0	1,053	2,644	10	
627	PROPERTY TAX INT FEE FUND											
	REVENUE	49,100	113	60,000	122	61,000	61,000	0	132	71,263	117	
	EXPENDITURE	121,100	0	121,100	100	60,100	60,100	0	0	0		
628	ELECTN ASSIST/ACCESSIBLTY											
	REVENUE	117,130	56,878	147,093	126	100,000	100,000	0	0	37,972	38	
	EXPENDITURE	176,000	61,140	147,033	84	100,000	100,000	0	0	37,963	38	
629	COUNTY HISTORICAL FUND											
	REVENUE	25	0	7	28	25	25	0	0	1	4	
	EXPENDITURE	0	0	0		0	0	0	0	0		
630	CIR CLK OPERATION & ADMIN											
	REVENUE	75,000	5,768	88,489	118	84,300	84,300	0	7,331	98,501	117	
	EXPENDITURE	50,000	19,800	38,078	76	88,145	88,145	0	0	0		
632	CIR CLK ELCTRNC CITATIONS											
	REVENUE	0	0	0		0	0	0	1,285	11,401		
	EXPENDITURE	0	0	0		0	0	0	0	0		
641	ACCESS INITIATIVE GRANT											
	REVENUE	679,596	108,539	1,223,117	180	1,078,424	1,078,424	0	132,049	904,820	84	
	EXPENDITURE	679,597	59,836	436,968	64	1,083,424	1,466,464	383,040	124,966	1,221,568	83	
658	JAIL COMMISSARY											
	REVENUE	26,000	1,934	30,339	117	26,000	26,000	0	5,537	28,489	110	
	EXPENDITURE	24,950	536	13,362	54	24,950	24,950	0	10,472	21,695	87	
659	COUNTY JAIL MEDICAL COSTS											
	REVENUE	32,000	2,373	34,017	106	30,500	30,500	0	2,186	26,543	87	
	EXPENDITURE	22,000	0	20,000	91	46,016	46,016	0	0	46,016	100	

CHAMPAIGN COUNTY
AUDITOR'S REPORT TO COUNTY BOARD
PERIOD ENDING 11/30/11

FUND	NAME	F Y 2 0 1 0				F Y 2 0 1 1					
		-BUDGET-	ACTUALS			BEGINNING	BUDGET	CHANGE	ACTUALS		
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	(12/01/10)	(AS OF 11/30/11)		CURRENT MONTH	YEAR-TO DATE	YTD %
670	COUNTY CLK AUTOMATION FND										
	REVENUE	40,250	2,697	53,758	134	20,100	20,100	0	11,136	75,200	374
	EXPENDITURE	84,540	6,664	79,367	94	81,975	109,937	27,962	429	78,833	72
671	COURT DOCUMENT STORAGE FD										
	REVENUE	179,000	11,379	155,290	87	157,000	157,000	0	10,537	123,310	79
	EXPENDITURE	320,146	15,481	242,210	76	278,348	278,348	0	11,289	151,568	54
675	VICTIM ADVOCACY GRT-ICJIA										
	REVENUE	43,914	0	40,810	93	34,991	38,690	3,699	0	35,634	92
	EXPENDITURE	43,614	2,674	39,302	90	34,891	35,768	877	2,640	33,963	95
676	SOLID WASTE MANAGEMENT										
	REVENUE	7,125	26	1,016	14	1,700	1,700	0	6	1,312	77
	EXPENDITURE	8,379	914	2,958	35	5,450	5,450	0	0	0	
677	JUV INTERVENTION SERVICES										
	REVENUE	50	5	68	136	50	50	0	1	12	24
	EXPENDITURE	10,000	0	0		10,000	10,000	0	0	0	
679	CHILD ADVOCACY CENTER										
	REVENUE	217,035	32,619	191,556	88	218,621	218,621	0	41,275	163,236	75
	EXPENDITURE	211,751	13,839	164,614	78	216,617	216,617	0	15,042	171,315	79
681	JUV INF SHARING SYS GRANT										
	REVENUE	11,250	2	2,134	19	11,250	11,250	0	939	2,449	22
	EXPENDITURE	11,250	0	5,788	51	11,250	11,250	0	5,040	7,276	65
685	DRUG COURTS PROGRAM										
	REVENUE	21,500	1,541	24,266	113	21,500	21,500	0	1,806	20,321	95
	EXPENDITURE	21,500	0	0		21,500	21,500	0	0	15,000	70
850	GEOG INF SYS JOINT VENTUR										
	REVENUE	487,117	49,161	407,644	84	469,239	512,942	43,703	53,165	554,804	108
	EXPENDITURE	505,547	31,985	410,152	81	468,350	512,053	43,703	26,497	468,729	92
TOTAL ALL FUNDS	REVENUE	24,409,822	5,338,135	112,450,528	461	12,785,317	19,888,381	7,103,064	7,418,901	105,432,451	530
	EXPENDITURE	30,499,258	4,922,373	110,853,894	363	15,861,856	23,893,273	8,031,417	8,924,806	102,804,756	430



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, Deputy Chair-Finance & MEMBERS OF THE CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLE

FROM: Deb Busey, County Administrator *DB*

DATE: December 7, 2011

RE: INTERGOVERNMENTAL AGREEMENT REGARDING THE CLINTON LANDFILL PERMIT

ISSUE

The County Board is being asked to consider adoption of an Intergovernmental Agreement Regarding the Clinton Landfill Permit which creates a coalition of local governments to support a legal challenge to the EPA decision to allow disposal of PCB's at the Clinton Landfill, which sits on top of the Mahomet Aquifer.

REPORT

The City of Champaign, in response to the considered risk to the Mahomet Aquifer if PCBs are stored at the Clinton Landfill, has initiated a consortium of governments served by the Mahomet Aquifer to establish a cost-sharing agreement to engage appropriate legal and professional assistance to keep PCBs out of the Clinton Landfill.

Currently, the municipalities of Normal, Champaign, Urbana and Savoy have made a commitment to participate in the Intergovernmental Agreement. The decision is still pending with regard to the City of Bloomington. Currently, the City of Champaign has indicated a not-to-exceed total figure for the activities envisioned through the Intergovernmental Agreement at \$45,000, and has received a firm commitment from the law firm to handle this issue that the Phase 1 analysis will be done for a not-to-exceed amount of \$12,500 (which is included in the overall \$45,000 not-to-exceed estimate). The cost-sharing proposed in the Intergovernmental Agreement is that each participating entity pay its pro-rata share of the total costs based on population. Following are two

tables which depict that cost-sharing breakdown – one without Bloomington’s participation, and one including Bloomington’s participation.

Municipality	Population	Percentage of Total population	Share of \$12,500 not-to-exceed proposal for 1 st phase Ettinger / Wentworth	Share of rough estimate of \$45,000 total through appeal-
Normal	52,497	20.70	\$2587.81	\$9,316.13
Champaign	81,055	31.97	\$3995.57	\$14,384.04
Urbana	41,250	16.27	\$2033.40	\$7320.23
Savoy	7,280	2.87	\$358.86	\$1291.91
Rest of Champaign County	71,496	28.19	\$3524.36	\$12,687.69
Total	253,578	100	12,500.00	\$45,000

Municipality	Population	Percentage of Total population	Share of \$12,500 not-to-exceed proposal for 1 st phase Ettinger / Wentworth	Share of rough estimate of \$45,000 total through appeal-
Normal	52,497	15.90	\$1987.39	\$ 7,154.61
Champaign	81,055	24.59	\$3068.52	\$11,046.66
Urbana	41,250	12.93	\$1561.61	\$ 5,621.80
Savoy	7,280	2.20	\$275.60	\$ 992.16
Rest of Champaign County	71,496	21.65	\$2706.64	\$ 9,743.90
Bloomington	76,610	23.20	\$2900.24	\$10,440.87
Total	330,188	100.47*	\$12,500.00	\$45,000.00

If the County Board elects to participate in this Intergovernmental Agreement, the County’s financial commitment would range from a low of \$2,706.64 (Phase 1 required only and City of Bloomington participates) to a high of \$12,687.69 (entire project is required and Bloomington does not participate.)

The funds are not currently budgeted in the FY2012 budget. If the County Board adopts the Intergovernmental Agreement, I recommend the funds be appropriated through adoption of a Budget Amendment to the County Board Budget appropriating the required funds from the General Corporate Fund Balance.

Please feel free to contact me if there is additional information you require regarding this issue.

**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: _____

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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: _____ Name _____ Address _____ City, State, Zip _____ Telephone	Business Information (If Different from Above): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone Facsimile _____ 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: _____