

**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE**

*Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda*

County of Champaign, Urbana, Illinois

Tuesday, May 12, 2015 – 6:30 p.m.

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

**I. Call To Order**

**II. Roll Call**

**III. Approval of Agenda/Addenda**

**IV. Approval of Minutes**

A. March 10, 2015

1-9

**V. Public Participation**

**VI. Communications**

**VII. Justice & Social Services**

A. Monthly Reports – All reports are available on each department’s webpage through the department reports page at: <http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm>

1. Animal Control – March 2015
2. Emergency Management Agency – April 2015
3. Head Start – April 2015
4. Probation & Court Services – March 2015 & 1<sup>st</sup> Quarter Report
5. Public Defender – March 2015
6. Veterans’ Assistance Commission – April 2015

B. Other Business

C. Chair’s Report

**VIII. Finance**

A. Treasurer

1. Monthly Report – April 2015 – Reports are available on the Treasurer’s Webpage at: <http://www.co.champaign.il.us/TREAS/reports.htm>

B. Auditor

1. Monthly Report – April 2015 – Reports are available on the Auditor’s Webpage at: <http://www.co.champaign.il.us/Auditor/monthlyreports.htm>
2. Quarterly Financial Report 10-13
3. Resolution on Negative Fund Balances 14-15

C. Nursing Home

1. Monthly Report (*to be distributed*)

D. Budget Amendments/Transfers

1. Budget Amendment 15-00021 16  
Fund/Dept. 080 General Corporate-043 Emergency Management Agency

- Increased Appropriations: \$3,747  
Increased Revenue: \$3,747  
Reason: Receipt of Grant Funding to Maintain Tracking System for Keeping Track of Volunteers/Professionals While Working on Large Scale Disasters
2. Budget Amendment 15-00022 17  
Fund/Dept. 106 Public Safety Sales Tax-237 Delinquency Prevention Grants  
Increased Appropriations: \$1,615  
Increased Revenue: None: from Fund Balance  
Reason: This amendment Reflects the Actual Award of Grant for Delinquency Prevention to be Awarded on July 1, 2015 in the Amount of \$234,105 – Based on 5% of Actual Public Safety Sales Tax Revenue Collected in 2014. The Projected Budget Estimate was Slightly Short of the Actual Amount.
3. Budget Amendment 15-00023 18  
Fund/Dept. 075 Regional Planning Commission-782 IDOT State Capital Grant  
Increased Appropriations: \$16,000  
Increased Revenue: \$16,000  
Reason: To Accommodate Receipt of New IDOT Contract for Purchase of Five Computers, Desks, and Chairs for Champaign-Urbana Mass Transit District, Operator of rural Transit System for Champaign County
4. Budget Amendment 15-00024 19  
Fund/Dept. 075 Regional Planning Commission-788 HUD Rapid Rehousing  
Increased Appropriations: \$18,500  
Increased Revenue: \$18,500  
Reason: To Accommodate New Housing and Urban Development (HUD) Rapid Rehousing Grant. This HUD Continuum of Care Program will Provide Medium-Term Rent Assistance to Families Progressing on a Plan Toward Self-Sufficiency. Case Management Services for These Families will be Provided.
5. Budget Amendment 15-00025 20  
Fund/Dept. 075 Regional Planning Commission-825 Shelter Plus Care V-Even Years  
Increased Appropriations: \$50,000  
Increased Revenue: \$50,000  
Reason: To Provide a Separate Department to Accommodate Receipt of the Shelter Plus Care V Grant Which Crosses Two County Fiscal Years. Shelter Plus Care Provides Housing and Supportive Services for Homeless and Disabled Clients.
6. Budget Amendment 15-00026 21-22  
Fund/Dept. 075 Regional Planning Commission-783 Urbana Summer Youth Employment Program  
Increased Appropriations: \$40,000  
Increased Revenue: \$40,000  
Reason: To Provide Human Resource and Payroll Processing for 35 Urbana Summer Youth Program Enrollees in Coordination with Unit 116. The Urbana

Summer Youth Program Will be Funded by the ACCESS Initiative Grant  
Administered by the Mental Health Board

E. <u>Coroner</u>	
1. Monthly Report on Outstanding Death Certificates	23
F. <u>County Clerk</u>	
1. Request Approval of Acceptance Agreement Between Champaign County and the Illinois State Board of Elections for a Voter Registration State Grant	24-25
G. <u>Sheriff</u>	
1. Area-Wide Records Management System (A.R.M.S.) Intergovernmental Agreement	26-51
H. <u>State's Attorney</u>	
1. Request Approval of Renewal of Intergovernmental Agreement Between the Illinois Department of Healthcare and Family Services and the Champaign County State's Attorney	52-75
I. <u>County Administrator</u>	
1. FY 2015 General Corporate Fund Budget Projection Report ( <i>to be distributed</i> )	
2. FY 2015 General Corporate Fund Budget Change Report ( <i>to be distributed</i> )	
3. Financial Policies	76-83
4. FY2016 Budget Process Resolution	84-87
5. RFP 2015-005 for Vending Services	88-103
J. <u>Other Business</u>	
K. <u>Chair's Report</u>	
L. <u>Designation of Items to be Placed on the Consent Agenda</u>	
<b>IX. <u>Policy, Personnel, &amp; Appointments</u></b>	
A. <u>Appointments/Reappointments</u> ( <i>Italicized Name Denotes Incumbent</i> )	
1. <u>Board of Review – 1 Term 6/1/2015-5/31/2017</u>	104-108
• <i>Dianne Hays (R)</i>	
2. <u>Farmland Assessment Review Committee – 1 Term 6/1/2015-5/31/2019</u>	109
• <i>Steve Moser</i>	
3. <u>Sangamon Valley Public Water District – 1 Term 6/1/2015-5/31/2020</u>	110
• <i>Frank Howard</i>	
4. <u>Penfield Water District – 1 Term 6/1/2015-5/31/2020</u>	111
• <i>Michael Trione</i>	
5. <u>Dewey Community Public Water District – 2 Terms 6/1/2015-5/31/2020</u>	112-113
• <i>Edwin Holzhauer</i>	

- *Elaine Holzhauer*

6. Dewey Community Public Water District - 1 Term 6/1/2015-5/31/2019 114
  - *David Hudson*
7. Dewey Community Public Water District - 1 Term 6/1/2015-5/31/2017 115
  - *Thomas Zindars*
8. Urbana-Champaign Sanitary District - 1 Term 6/1/2015-5/31/2018 116-117
  - *Jerry Lyke (R)*

B. County Clerk

1. April 2015 Report 118
2. Request for Evaluation of the Position of Senior Vital Records Clerk by the Job Content Evaluation Committee 119

C. County Administrator

1. Administrative Services April 2015 Report 120-122
2. ADA Compliance Requirements Recommendation 123-126
3. Ordinance Amending Personnel Policy 127-137

D. Other Business

1. Resolution Adopting Local Economic Growth Initiative Tripartite 138-157

E. Chair's Report

1. Strategic Planning Prioritization 158-160

F. Designation of Items to be Placed on the Consent Agenda

G. Closed session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance, or dismissal of an employee.

X. Other Business

XI. Adjournment



1 **CHAMPAIGN COUNTY BOARD**  
2 **COMMITTEE OF THE WHOLE MINUTES**  
3

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4  
5 **Finance; Policy, Personnel, & Appointments; Justice & Social Services**  
6 **Tuesday, March 10, 2015**  
7 **Lyle Shields Meeting Room**  
8

9 **MEMBERS PRESENT:** Christopher Alix, Jack Anderson, Astrid Berkson, Lorraine Cowart,  
10 Aaron Esry, Stan Harper, Josh Hartke, Shana Harrison, John Jay,  
11 Jeff Kibler, Gary Maxwell, Jim McGuire, Diane Michaels, Max  
12 Mitchell, Patsi Petrie, James Quisenberry, Giraldo Rosales, Jon  
13 Schroeder, Rachael Schwartz, Sam Shore, C. Pius Weibel  
14

15 **MEMBERS ABSENT:** Lloyd Carter  
16

17 **OTHERS PRESENT:** Van Anderson (Deputy County Administrator/Finance), Bruce Bar-  
18 nard (Community Elements), Celeste Blodgett (Community Ele-  
19 ments), Deb Busey (County Administrator), John Farney (Auditor),  
20 Gordy Hulten (County Clerk), Stephanie Joos (Animal Control Di-  
21 rector), Chief Deputy Sheriff Allen Jones, Barbara Ramsay (Chief  
22 Deputy Auditor), Kay Rhodes (Administrative Assistant), Sheriff  
23 Dan Walsh, Dan Welch (Treasurer)  
24

25 **CALL TO ORDER**

26 Petrie called the meeting to order at 6:30 p.m.  
27

28 **ROLL CALL**

29  
30 Rhodes called the roll. Alix, Anderson, Berkson, Cowart, Esry, Harper, Harrison, Hartke,  
31 Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Petrie, Rosales, Schroeder, Schwartz, and  
32 Shore were present at the time of roll call, establishing the presence of a quorum.  
33

34 **APPROVAL OF MINUTES**

35  
36 **OMNIBUS MOTION** by Rosales to approve the minutes of November 14, 2014 and  
37 January 13, 2015; seconded by Kibler. **Motion carried with unanimous support.**  
38

39 **APPROVAL OF AGENDA/ADDENDA**

40  
41 **MOTION** by Kibler to approve the Agenda/Addenda; seconded by Cowart. Alix asked  
42 that the Policy, Personnel, and Appointments portion of the agenda be moved to follow Finance  
43 agenda in order to allow Quisenberry time to arrive and chair his portion of the agenda. **Motion**  
44 **carried with unanimous support for agenda as amended.**  
45

46 **PUBLIC PARTICIPATION**

*Committee of the Whole*

*Finance; Policy, Personnel, & Appointments; Justice & Social Services*

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47  
48 James Kilgore spoke about the Reentry Program and the Second Chance Grant. Rohn  
49 Koester spoke regarding, jail reform, incarceration and the jail construction plan.

50  
51 **PRESENTATION – GFOA Awards**

52  
53 Richard Schnuer, Finance Director and Treasurer of the City of Champaign and past Pres-  
54 ident of the Illinois Finance Officers Association, presented a Certificate of Achievement for Ex-  
55 cellence in Financial Reporting and GFOA Award for Outstanding Achievement in Popular An-  
56 nual Financial Reporting to John Farney, Champaign County Auditor. Farney thanked Barb Ram-  
57 say, Chief Deputy Auditor for her work and expertise.

58  
59 Weibel entered the meeting at 6:47 p.m.

60  
61 **COMMUNICATIONS**

62  
63 Petrie requested that members of the board volunteer to provide a prayer or reading for at  
64 least one of the 2015-2016 County Board meetings. Petrie announced that there were vacancies  
65 on the Zoning Board of Appeals and the County Board of Health. She encouraged board members  
66 to seek qualified candidates.

67  
68 **JUSTICE & SOCIAL SERVICES**

69 Community Elements Reentry Program Presentation

70  
71 Bruce Barnard provided a one-year summary of accomplishments by Community Ele-  
72 ments with reentry programing for Champaign County. The reentry council has met monthly and  
73 the various perspectives from its members of local government, social services, local police agen-  
74 cies, federal probation and prosecution representatives have been valuable.

75  
76 Celeste Blodgett has researched the best practices for reentry over the past year. In order  
77 to plan and develop programs Community Elements has worked to engage every person leaving  
78 the county jail and those released into the county from IDOC. A list has been developed of local  
79 community resources and been distributed to every parolee. In many cases, Community Elements  
80 has contacted the parolee before their probation officer.

81  
82 Community Elements has worked to build collaborative relationships with other local so-  
83 cial service agencies. They have worked with the Mental Health Board and Prairie Center to iden-  
84 tify existing services, but there are some gaps in available services.

85  
86 Participants are screened for criminogenic risk/needs. The LSI-R is a quantitative survey  
87 currently used by Probation and recommended for the reentry program. Recidivism is tracked for  
88 the screened/engaged population. This information is being compared to the client services data-  
89 base kept by Community Elements, to track multiple service indicators, and determine outcomes  
90 of individuals engaged in reentry services.

91

## Committee of the Whole

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92 Housing may be the most critical component of reentry, as housing instability is a barrier  
93 to sustained employment and family reunification. The first month after release is a vulnerable  
94 period, in which the risk of becoming homeless and/or returning to criminal justice involvement is  
95 high. The relationship between recidivism and homelessness is often reciprocal. Approximately  
96 18% of the homeless population has served time in prison and about 1/3 have been jailed.

97  
98 Approximately 40% of federal and state prisoners lack a high school credential, compared  
99 to 20% in the general population. Soft-skill development, including addressing cognitive-related  
100 attitudinal issues, is crucial for promoting individuals' success in the workplace. Transitional jobs  
101 are a type of subsidized employment, in which temporary work is provided to hard-to-employ in-  
102 dividuals, in order to increase work experience, skills development, and supportive services.

103  
104 Peer Support Is a system of giving and receiving help founded on respect, shared respon-  
105 sibility, and mutual agreement of what is helpful. As trust in the relationship builds, both people  
106 are able challenge each other when they find themselves re-enacting old roles. Peers have a better  
107 understanding of the culture of incarceration and the significant challenges that involvement in  
108 the system has on such factors as housing, employment, and eligibility for benefits.

109  
110 The reentry program has two types of measures: 1) Global outcome measures, which in-  
111 clude Criminal Involvement and Reaction to Services, 2) Program Specific outcome measures,  
112 which include housing, employment, education, health/medical status, benefits/community re-  
113 sources, behavioral health, and parenting/family involvement.

114  
115 Community Elements has drafted the narrative (SCA 2014 grant) for re-entering people  
116 with co-occurring disorders, completed the reentry planning year with Reentry Council, engaged  
117 IDOC Parole as well as Federal Probation, submitted a supportive housing proposal, submitted  
118 and received a grant to support transportation of reentry participants, and supported the develop-  
119 ment of a peer mentoring program for reentry. Community Elements will also write the SCA  
120 2015 grant for reentry people with co-occurring disorders.

121  
122 Community Elements will work to enhance post-release supervision through specialized  
123 case management, development of housing, vocational, peer support, and support services. Pro-  
124 vide follow-up support from community providers to inmates with mental health and/or substance  
125 use disorders. Promote and advocate for individualization and client involvement in all services.  
126 Establish a formal advisory group for formerly incarcerated individuals.

127  
128 Quisenberry entered the meeting at 7:05 p.m.

129  
130 Monthly Reports

131  
132 **OMNIBUS MOTION** by Mitchell to receive the Animal Control-January & February  
133 2015; EMA-January 2015; Head Start-February 2015; Probation & Court Services-January 2015;  
134 Public Defender-December 2014; and the Veterans' Assistance Commission-February 2015 re-  
135 ports and place them on file; seconded by Harper. **Motion carried with unanimous support.**

136  
137 There was no other business or Chair's report.

138  
139 Semi-annual Review of Closed Session Minutes

140  
141 **MOTION** by Esry for Justice & Social Services Closed Session minutes to remain closed  
142 pursuant to Resolution No. 7969 Establishing Procedures for Semi-Annual Review Closed Ses-  
143 sion Minutes by the Champaign County Board; seconded by Petrie. **Motion carried with unan-**  
144 **imous support.**

145  
146 **POLICY, PERSONNEL, & APPOINTMENTS**  
147 Appointments/Reappointments

148  
149 **MOTION** by Petrie to recommend County Board approval of a resolution authorizing the  
150 appointment of Nathan Montgomery to the Rural Transit Advisory Group for an unexpired term  
151 ending 11/30/2016; seconded by Esry. **Motion carried with unanimous support.**

152  
153 County Clerk

154  
155 The February 2015 report was received and placed on file.

156  
157 **MOTION** by Esry to recommend County Board approval of a resolution authorizing a  
158 polling place change for Sidney; seconded by Kibler. **Motion carried with unanimous support.**

159  
160 County Administrator

161  
162 The Administrative Services February 2015 report was received and placed on file.

163  
164 **MOTION** by Weibel to recommend County Board approval of an ordinance revising the  
165 Champaign County Personnel Policy; seconded by Hartke. Busey explained that revisions to the  
166 personnel policy were needed to update ADA requirements, add new FMLA requirements per  
167 statute, and additional anti-harassment policies required by recent applications for federal fund-  
168 ing. **Motion carried with unanimous support.**

169  
170 **MOTION** by Esry to recommend to the Finance Committee approval of the re-  
171 classification of the Highway Projects Accountant position from Grade Range G to Grade Range  
172 F, and the corresponding title change to Highway Projects/Motor Fuel Accountant; seconded by  
173 Hartke. **Motion carried with unanimous support.**

174  
175 Other Business  
176 Resolution in Support of SB1698 and HB1326

177  
178 **MOTION** by Shore to recommend County Board approval of a resolution in support of  
179 SB1698 and HB1326; seconded by Hartke. **Motion carried.** Weibel abstained due to possible  
180 conflict of interest.

181  
182 Chair's Report  
183 County Board Rules Recommendations

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184 Weibel proposed removing the numerous references to the Open Meetings Act, leaving  
185 only one reference that pertained to the rules as a whole. Weibel also proposed moving the ap-  
186 proval of the agenda before the approval of minutes because the approval of the minutes is a part  
187 of the agenda. Other edits were made to align the rules with the way the County Board actually  
188 conducts business.

189  
190 Busey also made edits under Finance, page 12 of Resolution No. 8857, item J revised to  
191 be more consistent with the County Ordinance No. 635 governing grant applications; item K de-  
192 fines Finance Committee's responsibilities as defined by the County Purchasing Policy; and the  
193 elimination of collective bargaining items because these issues now go through the Labor Com-  
194 mittee for recommendation to the County Board.

195  
196 Weibel pointed out the addition of item F3-i, j on page 7, which states that items must first  
197 be presented to Committee of the Whole or standing/special committees with certain exceptions.  
198 Item i must be acted on to meet an external deadline and item j all items as listed above in 3a-3i  
199 shall be listed on the agenda as "New Business".

200  
201 Busey added that public participation was moved before approval of the Consent Agenda  
202 so that the board could remove items if persuaded by public comment.

203  
204 **MOTION** by Mitchell to County Board approval of a resolution that supersedes Resolu-  
205 tion No. 8857 on Establishment of Organization, Duties, Rules, Policies, and Procedures of the  
206 Champaign County Board; seconded by Berkson. Discussion followed.

207  
208 **MOTION to Amend** by Kibler by striking item 15K, page 10 of the rules; seconded by  
209 Maxwell. **Motion to Amend carried.**

210  
211 Alix pointed out Barb Mann's memo regarding the Board Chair's power to appoint a new  
212 member to the County Board whenever a vacancy occurs. Busey explained that Mann offered this  
213 language to further specify the process if the Board desired to do so. Alix favored Mann's addi-  
214 tion of ...*with the advice of the respective party's Central Committee*... Discussion followed.

215  
216 **MOTION to Amend** by Hartke by striking proposed additional language in 5-I, page 3  
217 and keeping original language of 5-J, page 4 of Resolution 8857 regarding the process of ap-  
218 pointment to the Board when a vacancy occurs; seconded by Kibler.

219  
220 Mitchell and Anderson left the meeting at 8:28 p.m.

221  
222 Busey pointed out that Mann opined that the County Board Chair's power to appoint a  
223 new member mid-term could not be restricted by the parties' Central Committee choice and the  
224 original language of 5-J gives the impression that the County Board Chair must select the Central  
225 Committee's nomination and this is not consistent with the statute. **Motion to Amend failed.**

226  
227 **MOTION to Amend** by Weibel to strike the underlined text in 5-I and add Mann's sug-  
228 gested language: *Within 60 days, the Board Chair, with the advice of the respective party's Cen-*  
229 *tral Committee, shall appoint a successor to that office who shall be of the same political party as*

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230 *that to which the holder of that office belonged when elected. Such appointments shall be subject*  
231 *to the approval of the Board;* seconded by Kibler. Discussion followed. **Motion to Amend car-**  
232 **ried with unanimous support.**

233

234 Schwartz left the meeting at 9:00 p.m.

235

236 Alix asked if the intent of the text regarding the Open Meetings Act was to require audio  
237 recordings of caucus meetings and if this was indeed a requirement of the OMA. Discussion fol-  
238 lowed. Maxwell suggested striking the language after *...Illinois Open Meetings Act (5 ILCS*  
239 *120)*... There was no objection to striking the language after the reference to the OMA. Petrie  
240 wanted to see caucus minutes posted to the County website. Hulten advised that the County  
241 Clerk's office would begin to do this. It was agreed to strike 1-k, under Finance on page 12 until  
242 the County's Purchasing Policy could be reviewed and updated. **Original Motion as Amended**  
243 **carried with unanimous support.**

244

245 Semi-Annual Review of Closed Session Minutes

246

247 **MOTION** by Michaels for Policy, Personnel, & Appointments Closed Session minutes to  
248 remain closed pursuant to Resolution No. 7969 Establishing Procedures for Semi-Annual Review  
249 Closed Session Minutes by the Champaign County Board; seconded by Kibler. **Motion carried**  
250 **with unanimous support.**

251

252 Designation of Items to be Placed on the Consent Agenda

253

254 Items A1; B2; D2; F1; were designated for the Consent Agenda.

255

256 **FINANCE**

257 Treasurer

258

259 The Treasurer's February 2015 report was not available on the website for review and will  
260 be received and placed on file at the County Board meeting.

261

262 **MOTION** by Michaels to recommend County Board approval of a resolution authorizing  
263 the cancelation of the appropriate Certificate of Purchase on a mobile home, permanent parcel no.  
264 30-055-2166; seconded by Shore. **Motion carried with unanimous support.**

265

266 **MOTION** by Harper to recommend County Board approval of a resolution designating  
267 depositories for funds; seconded by Esry. Michaels abstained from the vote due to possible con-  
268 flict of interest. **Motion carried.**

269

270 Auditor

271

272 The Auditor's February 2015 report and Quarterly Financial report were received and  
273 placed on file. Farney explained that the numbers contained in the 4<sup>th</sup> quarter report were subject  
274 to adjustments made at the end of the year, but he expected the final numbers to remain very  
275 close.

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276 Nursing Home

277

278 The Nursing Home Monthly Report was received and placed on file.

279

280 Budget Amendments/Transfers

281

282 **MOTION** by Jay to recommend County Board approval of a resolution authorizing  
283 **Budget Amendment #15-00015** for Fund/Dept. 091 Animal Control-248 Animal Impound Ser-  
284 vices, 047 Animal Control Services with \$10,000 in increased appropriations and \$10,000 in in-  
285 creased revenue for PetCo Grant to purchase spay/neuter supplies; seconded by Weibel. **Motion**  
286 **carried with unanimous support.**

287

288 Animal Control

289 Recommendation for Approval of Rates for Animal Impound & Animal Control Contracts

290

291 **MOTION** by Hartke to recommend County Board approval of a resolution authorizing  
292 2015 contracts for Animal Impound Services to be negotiated based upon an annual per capita  
293 cost of \$0.88, and 2015 contracts for Animal Control Services to be negotiated based upon an an-  
294 nual per capita cost of \$1.35. Contracts for terms longer than one year shall be adjusted each year  
295 by the CPI as published by the Illinois Department of Revenue in January of each year for calcu-  
296 lation of the Property Tax Extension Limitation Law in that year. The Finance Committee further  
297 recommends that the increase be phased in over a 3-year period for the Villages; seconded by  
298 Quisenberry.

299

300 Berkson disagreed with the per capita method used to create contract fees because many of  
301 the smaller villages utilized Animal Control services sparingly, and would now be charged an in-  
302 equitable fee. Berkson preferred that the charges be based on utilization of services. Jay and An-  
303 derson agreed. Shore and Harrison supported the per capita method. Maxwell concurred with  
304 Berkson.

305

306 **Motion carried with a roll call vote of 14-7.** Alix, Cowart, Harrison, Hartke, Kibler,  
307 McGuire, Michaels, Mitchell, Petrie, Quisenberry, Rosales, Schwartz, Shore, and Weibel voted in  
308 favor of the motion. Anderson, Berkson, Esry, Harper, Jay, Maxwell, and Schroeder voted against  
309 it.

310

311 Grant Application & Acceptance

312

313 **MOTION** by Hartke to recommend County Board approval of a resolution authorizing  
314 the Application for, & If Awarded, Acceptance of Bureau of Justice Assistance Second Chance  
315 Act Prisoner Reentry Initiative Grant: seconded by Berkson. **Motion carried with unanimous**  
316 **support.**

317

318 **MOTION** by Shore to recommend County Board approval of a resolution authorizing the  
319 Application for, & If Awarded, Acceptance of the MacArthur Foundation Grant for Criminal Jus-  
320 tice System Planning; seconded by McGuire. **Motion carried with unanimous support.**

321

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322           **MOTION** by Cowart to recommend County Board approval of a resolution authorizing  
323 the Application for, & If Awarded, Acceptance of the Bureau of Justice Assistance Collaborative  
324 County Approaches to Reducing the Prevalence of Individuals with Mental Health Disorders in  
325 Jail: seconded by Schroeder. Alix stated that the Mental Health Board would provide the match-  
326 ing funds (20%) required for the total grant of \$150,000. **Motion carried with unanimous sup-  
327 port.**

328  
329 County Administrator

330  
331           The General Corporate Fund FY 2014 Final Budget and the General Corporate Fund FY  
332 2014 Final Budget Change reports were received and placed on file.

333  
334           **MOTION** by Hartke to recommend County Board approval of a resolution authorizing an  
335 Amendment to the Intergovernmental Agreement Regarding the Clinton Landfill Permit; second-  
336 ed by Quisenberry. **Motion carried.** Weibel abstained due to possible conflict of interest.

337  
338           **MOTION** by McGuire to recommend County Board approval of a resolution authorizing  
339 Budget Amendment #15-00016 for Fund/Dept. 080 General Corporate-010 County Board with  
340 increased appropriations of \$25,600 and no increased revenue, from Fund Balance to appropriate  
341 funds required for the amendment to the Intergovernmental Agreement regarding the Clinton  
342 Landfill Permit; seconded by Anderson. **Motion carried.** Weibel abstained due to possible con-  
343 flict of interest.

344  
345           **MOTION** by Cowart to recommend County Board approval of a resolution authorizing  
346 the re-classification of the Highway Projects Accountant position from Grade Range G to Grade  
347 Range F, and the corresponding title change to Highway Projects/Motor Fuel Tax Accountant  
348 subject to approval by the Policy, Personnel, and Appointments Committee of the Whole; second-  
349 ed by Kibler. **Motion carried with unanimous support.**

350  
351 There was no other business or Chair's report.

352  
353 Semi-Annual Review of Closed Session Minutes

354  
355           **MOTION** by Weibel for Finance Closed Session minutes to remain closed pursuant to  
356 Resolution No. 7969 Establishing Procedures for Semi-Annual Review Closed Session Minutes  
357 by the Champaign County Board; seconded by Michaels. **Motion carried with unanimous sup-  
358 port.**

359  
360 Designation of Items for the Consent Agenda

361  
362           Items A2; D1; F1-3; G5 were designated for the County Board Consent Agenda.

363  
364 **Other Business**

365  
366 There was no other business.

367



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368 **Adjourn**

369  
370 **MOTION** by Kibler to adjourn the meeting; seconded by Quisenberry. **Motion carried**  
371 **with unanimous support.** The meeting adjourned at 9:08 p.m.

372  
373 Respectfully submitted,

374  
375 Kay Rhodes,  
376 Administrative Assistant

377 *Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

**JOHN FARNEY**  
COUNTY AUDITOR



1776 EAST WASHINGTON  
URBANA, ILLINOIS 61802  
TELEPHONE (217) 384-3763  
FAX (217) 384-1285

**OFFICE OF THE AUDITOR**  
CHAMPAIGN COUNTY, ILLINOIS

To: Patsi Petrie, Champaign County Board Chair  
Chris Alix, Deputy Chair for Finance  
Members of the Champaign County Board  
Elected Officials & Department Heads

From: John Farney, Champaign County Auditor

Subject: Quarterly Financial Report through the 3 months ended March 31, 2015

Date: May 4, 2015

In accordance with Chapter 55, Act 5, Section 3-1005, Illinois Compiled Statutes, the following Quarterly Financial Report of the financial operations of Champaign County through March 31, 2015 is presented.

This report presents actual revenues and expenditures as entered into the County's AS400 Accounting System through the close of the reporting period. Budgeted amounts listed come directly from the County AS400 Accounting System, and include amendments approved by the County Board during the fiscal year.

Champaign County maintains five major governmental funds that are presented individually in this report: the General Corporate Fund; Mental Health Fund; Developmental Disabilities Fund; IMRF Fund; and the Regional Planning Commission Fund. The remaining governmental funds are considered "non-major". Also presented is the Nursing Home Fund, the County's sole Enterprise Fund.

Additionally, I have compiled data on various revenue and expenditure lines that may be of interest to County Board Members.

Should you have any questions, comments or requests for further data, please feel free to contact me.

Sincerely,

JOHN FARNEY  
CHAMPAIGN COUNTY AUDITOR

**JOHN FARNEY, CHAMPAIGN COUNTY AUDITOR**  
**Champaign County Quarterly Financial Report**  
For the 3 months ending March 31, 2015

	<u>General Corporate Fund</u>		<u>Mental Health Fund</u>		<u>Developmental Disabilities Fund</u>		<u>IMRF Fund</u>	
	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>
<b>Revenues:</b>								
Property Taxes	\$9,641,093	\$0	\$4,194,638	\$0	\$3,554,169	\$0	\$3,003,569	\$0
Public Safety Sales Tax	0	0	0	0	0	0	0	0
Intergovernmental Revenue	16,120,538	1,672,817	381,598	83,058	0	0	124,000	124,000
Charges for services	4,358,156	687,538	0	0	0	0	0	0
Fines & Forfeitures	1,037,075	177,842	0	0	0	0	0	0
Other revenues	4,431,232	464,686	75,700	135,045	2,850	122	1,609,886	92,739
<b>Total Revenues</b>	<b>\$35,588,094</b>	<b>\$3,002,883</b>	<b>\$4,651,936</b>	<b>\$218,103</b>	<b>\$3,557,019</b>	<b>\$122</b>	<b>\$4,737,455</b>	<b>\$216,739</b>
<b>Expenditures:</b>								
Personnel	\$24,881,641	\$5,042,038	\$507,118	\$96,010	\$0	\$0	\$4,612,955	\$846,473
Commodities	2,109,606	353,874	26,500	1,745	0	0	0	0
Services	6,962,618	1,226,129	3,936,818	924,232	3,507,019	798,148	0	0
Capital outlay	227,475	0	0	0	0	0	0	0
Transfers	962,449	0	0	0	50,000	0	0	0
Bond and debt service	552,330	13,600	80,000	0	0	0	0	0
Bad debt expense	0	0	0	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$35,696,119</b>	<b>\$6,635,641</b>	<b>\$4,550,436</b>	<b>\$1,021,987</b>	<b>\$3,557,019</b>	<b>\$798,148</b>	<b>\$4,612,955</b>	<b>\$846,473</b>

NOTES:

- 1) Revenues and expenditures are reported using the cash basis.
- 2) This report is unaudited.
- 3) Fiscal year budgeted revenues and expenditures obtained from FY2015 County Budget as recorded in the County AS400 Accounting System.
- 4) All data subject to adjustment. Final FY2015 data will be reported in the Comprehensive Annual Financial Report

**JOHN FARNEY, CHAMPAIGN COUNTY AUDITOR**  
**Champaign County Quarterly Financial Report**  
For the 3 months ending March 31, 2015

	Regional Planning Commission Fund		Nursing Home Fund		Non-major Funds		Combined Funds	
	Total Fiscal Year Budget	Actual Year-to-Date Amounts	Total Fiscal Year Budget	Actual Year-to-Date Amounts	Total Fiscal Year Budget	Actual Year-to-Date Amounts	Total Fiscal Year Budget	Actual Year-to-Date Amounts
<b>Revenues:</b>								
Property Taxes	\$0	\$0	\$1,142,494	\$0	\$9,085,835	\$0	\$30,621,798	\$0
Public Safety Sales Tax	0	0	0	0	\$4,686,098	\$475,460	4,686,098	475,460
Intergovernmental Revenue	11,770,183	1,389,013	0	0	\$15,756,993	\$2,454,981	44,153,312	5,723,869
Charges for services	1,106,167	110,167	15,400,134	2,329,517	\$4,854,707	\$515,507	25,719,164	3,642,729
Fines & Forfeitures	0	0	0	0	\$56,450	\$11,715	1,093,525	189,557
Other revenues	689,102	58,109	31,300	12,899	\$10,075,945	\$2,266,095	16,916,015	3,029,695
<b>Total Revenues</b>	<b>\$13,565,452</b>	<b>\$1,557,289</b>	<b>\$16,573,928</b>	<b>\$2,342,416</b>	<b>\$44,516,028</b>	<b>\$5,723,758</b>	<b>\$123,189,912</b>	<b>\$13,061,310</b>
<b>Expenditures:</b>								
Personnel	\$5,431,987	\$720,207	\$10,057,182	\$1,489,919	\$20,907,922	\$4,112,178	\$66,398,805	\$12,306,825
Commodities	316,015	19,134	841,989	53,444	\$1,273,554	\$238,507	4,567,664	666,704
Services	7,309,731	1,209,946	5,119,141	937,435	\$11,894,826	\$1,841,051	38,730,153	6,936,941
Capital outlay	83,000	0	571,142	0	\$5,799,593	\$128,862	6,681,210	128,862
Transfers	419,750	34,252	317,665	0	\$1,286,415	\$17,107	3,036,279	51,359
Bond and debt service	0	0	7,000	0	\$5,132,590	\$425	5,771,920	14,025
Bad debt expense	0	0	0	0	\$120,500	\$0	120,500	0
<b>Total Expenditures</b>	<b>\$13,560,483</b>	<b>\$1,983,539</b>	<b>\$16,914,119</b>	<b>\$2,480,798</b>	<b>\$46,415,400</b>	<b>\$6,338,130</b>	<b>\$125,306,531</b>	<b>\$20,104,716</b>

NOTES:

- 1) Revenues and expenditures are reported using the cash basis.
- 2) This report is unaudited.
- 3) Fiscal year budgeted revenues and expenditures obtained from FY2015 County Budget as recorded in the County AS400 Accounting System.
- 4) All data subject to adjustment. Final FY2015 data will be reported in the Comprehensive Annual Financial Report

**JOHN FARNEY, CHAMPAIGN COUNTY AUDITOR**  
**Champaign County Quarterly Financial Report**  
For the 3 months ended March 31, 2015

**Fiscal Year to Date**  
**Top 5 Revenue Lines**  
**All Funds**

Revenue Source	FY 2014	FY 2015
NH Care - Medicaid	\$1,191,542	\$1,063,464
HHS Head Start Grant	1,256,737	941,665
Motor Fuel Tax	1,106,275	674,905
NH Care - Private Pay	1,197,490	606,899
1/4% Sales Tax (All County)	964,149	528,545

**Fiscal Year to Date**  
**Top 5 Revenue Lines**  
**General Corporate Fund Only**

Revenue Source	FY 2014	FY 2015
1/4% Sales Tax (All County)	\$964,149	\$528,545
State Reimbursement	410,852	382,055
Circuit Clerk Fees	484,809	234,786
Revenue Stamps	341,562	409,355
Income Tax	602,253	262,751

**Fiscal Year to Date**  
**Top 5 Revenue Lines**  
**Champaign County Nursing Home**

Revenue Source	FY 2014	FY 2015
NH Care - Medicaid	\$1,600,014	\$1,063,464
NH Care - Private Pay	1,643,828	606,899
NH Care - Private Insurance	318,886	250,598
NH Care - Medicare A	636,491	218,367
NH Care - Hospice	176,413	94,069

**Fiscal Year to Date**  
**Accounts Payable**  
**Monthly Warrants Paid**

Monthly Warrants Paid	FY 2014	FY 2015
January	\$6,748,988	\$12,741,845
February	12,233,470	8,086,825
March	7,102,726	6,943,852

**Fiscal Year to Date**  
**Top 5 Expenditure Lines**  
**All Funds**

Expenditure	FY 2014	FY 2015
Reg. Full Time Employees	\$5,381,085	\$4,884,004
Health/Life Insurance	3,357,078	2,632,767
Contributions/Grants	1,966,331	1,829,740
IMRF	1,065,194	911,699
Energy Assistance	1,255,481	774,658

**Fiscal Year to Date**  
**Top 5 Expenditure Lines**  
**General Corporate Fund Only**

Expenditure	FY 2014	FY 2015
Regular Full Time Employees	\$4,430,261	\$2,520,435
Sheriff Full Time Employees	2,351,675	1,254,102
Health/Life Insurance	1,152,532	703,072
Medical/Dental/Mental Health Services	258,952	173,145
Document Stamps	276,464	166,517

**Fiscal Year to Date**  
**Top 5 Expenditure Lines**  
**Champaign County Nursing Home**

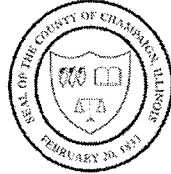
Expenditure	FY 2014	FY 2015
Regular Full Time Employees	\$1,274,244	\$757,336
Professional Services	642,580	352,602
Health/Life Insurance	305,613	193,583
No Benefit Full Time Employees	375,962	170,259
No Benefit Part Time Employees	183,618	149,724
Contract Nursing **	208,685	110,073

\*\* Contract Nursing is not a Top 5 expense, included for Board information only

NOTES:

- 1) FY 2014 includes 4 months, 12/1/13-3/31/14, due to 13 month Fiscal Year.
- 2) Revenues and expenditures are reported using the cash basis
- 3) This report is unaudited.

**JOHN FARNEY**  
COUNTY AUDITOR



1776 EAST WASHINGTON  
URBANA, ILLINOIS 61802  
TELEPHONE (217) 384-3763  
FAX (217) 384-1285

**OFFICE OF THE AUDITOR**  
CHAMPAIGN COUNTY, ILLINOIS

**TO:** Patti Petrie, County Board Chair  
Christopher Alix, Deputy Chair of the Finance Committee  
Members of the Champaign County Board

**FROM:** John Farney, County Auditor  
Barbara Ramsay, Chief Deputy County Auditor / Accounting Manager

**DATE:** May 5, 2015

**RE:** Interfund loan resolution

---

In July, the County's independent auditor, CliftonLarsonAllen, LLP, recommended that the County Board take action on certain Fund balances reported within the CAFR.

The current practice of the County Auditor's Office making interfund loans to remedy negative fund balances has been in use since Fiscal Year 2006, and satisfies the requirements of GASB Statement 34. That practice is a balance sheet transaction where a Fund with positive cash balance transferred cash to the Fund(s) with negative cash balances.

The County Auditor's Office recommends the following resolution, which authorizes continuation of the existing practice, using wording as recommended by CliftonLarsonAllen, LLP, along with the actual necessary loan amounts as determined during preparation of the County's CAFR.

It should be stressed that the Funds requiring interfund loans did not exceed their budgeted spending authority during the Fiscal Year. In most cases, the negative balance occurs due to timing of payments from funding sources. In other cases, such as the Tort Immunity Fund, the budget passed by the County Board has intentionally created the negative balance for budgetary purposes. These practices are both legal and common.

Additionally, the balance sheet transaction that will correct these negative balances within the CAFR will not affect the Funds making the loans in a negative fashion. The cash within these Funds will still be available for budgeted use as authorized by this Board.

Formal adoption of this policy will satisfy the recommendations of the County's independent auditor.

Sincerely,

JOHN FARNEY  
COUNTY AUDITOR

**RESOLUTION NO.**

**AUTHORIZING INTERFUND LOANS FROM FUND RESERVES TO OTHER FUNDS**

WHEREAS, The Champaign County Board has created, maintained and administered fund reserves within individual funds for operations, capital and debt service purposes; and

WHEREAS, the County Board may make interfund loans available to any Fund from other Fund(s) as available and unrestricted to cover temporary fund balance shortfalls of accounting periods should the need arise. It has been determined that at the end of the Fiscal Year, certain funds of Champaign County will on occasion require the transfer of monies into said fund(s) in order cover these temporary fund balance shortfalls.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, that the County Auditor is hereby authorized and directed to make the following interfund loans in the amount needed to cover these temporary fund balance shortfalls.

TO: Fund 076 Tort Immunity Fund	\$1,131,721.00
FROM: Fund 476 Self-Funded Insurance Fund	\$1,131,721.00
TO: Fund 110 Workforce Development Fund	\$ 128,302.00
FROM: Fund 075 Regional Planning Commission Fund	\$ 128,302.00
TO: Fund 613 Court's Automation Fund	\$ 72,323.00
FROM: Fund 630 Circuit Clerk Operation & Administration Fund	\$ 72,323.00
TO: Fund 675 Victim Advocacy Grant – ICJIA	\$ 31,124.00
FROM: Fund 621 State's Attorney Drug Forfeitures	\$ 31,124.00

Further, the County Auditor is directed to make the necessary entries to effect this change. Said loans are to be repaid at the earliest possible time sufficient funds are available to effect partial to full reimbursement. In no case shall any reimbursement take longer than the current fiscal year.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 21<sup>st</sup> Day of May, 2015.

\_\_\_\_\_  
Pattsi Petrie, County Board Chair

ATTEST:

\_\_\_\_\_  
Gordy Hulten, County Clerk

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
080-043-533.42 EQUIPMENT MAINTENANCE	2,350	2,150	5,897	3,747
TOTALS	2,350	2,150	5,897	3,747

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-043-363.60 PRIVATE GRANTS	2,000	2,000	5,747	3,747
TOTALS	2,000	2,000	5,747	3,747

**EXPLANATION:** RECEIPT OF GRANT FUNDING TO MAINTAIN TRACKING SYSTEM FOR KEEPING TRACK OF VOLUNTEERS/PROFESSIONALS WHILE WORKING ON LARGE SCALE DIASTERS.

DATE SUBMITTED:

4-24-15

AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:




FUND 106 PUBL SAFETY SALES TAX FND DEPARTMENT 237 DELINQ PREVENTION GRANTS

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
106-237-533.92 CONTRIBUTIONS & GRANTS	235,747	235,747	237,362	1,615
TOTALS	235,747	235,747	237,362	1,615

**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:** THIS AMENDMENT REFLECTS THE ACTUAL AWARD OF GRANT FOR DELINQUENCY PREVENTION TO BE AWARDED ON JULY 1, 2015 IN THE AMOUNT OF \$234,105 - BASED ON 5% OF ACTUAL PUBLIC SAFETY SALES TAX REVENUE COLLECTED IN 2014. THE PROJECTED BUDGET ESTIMATE WAS SLIGHTLY SHORT OF THE ACTUAL AMOUNT.

DATE SUBMITTED: 5-4-2015 AUTHORIZED SIGNATURE: Debra L. Bury \*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

FUND 075 REGIONAL PLANNING COMM

DEPARTMENT 782 IDOT STATE CAPITAL GRANT

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-782-533.92 CONTRIBUTIONS & GRANTS	0	0	16,000	16,000
TOTALS	0	0	16,000	16,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-782-334.48 IDOT STATE CAPITAL GRANT	0	0	16,000	16,000
TOTALS	0	0	16,000	16,000

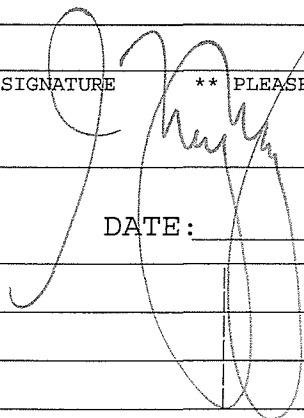
EXPLANATION: TO ACCOMMODATE RECEIPT OF NEW IDOT CONTRACT FOR PURCHASE OF FIVE COMPUTERS, DESKS AND CHAIRS FOR THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, OPERATOR OF THE RURAL TRANSIT SYSTEM FOR CHAMPAIGN COUNTY.

DATE SUBMITTED:

5/6/15

AUTHORIZED SIGNATURE

\*\* PLEASE SIGN IN BLUE INK \*\*



APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 788 HUD RAPID REHOUSING

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-788-511.03 REG. FULL-TIME EMPLOYEES	0	0	8,000	8,000
075-788-534.38 EMRGNCY SHELTER/UTILITIES	0	0	10,500	10,500
TOTALS	0	0	18,500	18,500

**INCREASED REVENUE BUDGET:**

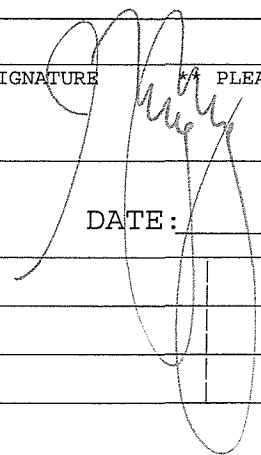
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-788-331.88 HUD RAPID REHOUS/CC PROG	0	0	18,500	18,500
TOTALS	0	0	18,500	18,500

**EXPLANATION:** TO ACCOMMODATE NEW HOUSING AND URBAN DEVELOPMENT (HUD) RAPID REHOUSING GRANT. THIS HUD CONTINUUM OF CARE PROGRAM WILL PROVIDE MEDIUM-TERM RENT ASSISTANCE TO FAMILIES PROGRESSING ON A PLAN TOWARD SELF-SUFFICIENCY. CASE MANAGEMENT SERVICES FOR THESE FAMILIES WILL ALSO BE PROVIDED.

DATE SUBMITTED:

5-8-15

AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 825 SHELTR PLUS CARE V-EVN YR

INCREASED APPROPRIATIONS:

Table with 5 columns: ACCT. NUMBER & TITLE, BEGINNING BUDGET AS OF 12/1, CURRENT BUDGET, BUDGET IF REQUEST IS APPROVED, INCREASE (DECREASE) REQUESTED. Rows include REG. FULL-TIME EMPLOYEES, EMRGNCY SHELTER/UTILITIES, and a TOTALS row.

INCREASED REVENUE BUDGET:

Table with 5 columns: ACCT. NUMBER & TITLE, BEGINNING BUDGET AS OF 12/1, CURRENT BUDGET, BUDGET IF REQUEST IS APPROVED, INCREASE (DECREASE) REQUESTED. Row includes HUD-SHELTER PLUS CARE and a TOTALS row.

EXPLANATION: TO PROVIDE A SEPARATE DEPARTMENT TO ACCOMMODATE RECEIPT OF THE SHELTER PLUS CARE V GRANT WHICH CROSSES TWO COUNTY FISCAL YEARS. SHELTER PLUS CARE PROVIDES HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS AND DISABLED CLIENTS.

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

APPROVED BY BUDGET & FINANCE COMMITTEE: DATE:

Handwritten signature in blue ink.

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 783 URBANA SUMMR YOUTH EMP PR

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	40,000	40,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	40,000	40,000

**EXPLANATION:** TO PROVIDE HUMAN RESOURCE AND PAYROLL PROCESSING FOR 35 URBANA SUMMER YOUTH PROGRAM ENROLLEES IN COORDINATION WITH UNIT 116. THE URBANA SUMMER YOUTH PROGRAM WILL BE FUNDED BY THE ACCESS INITIATIVE GRANT ADMINISTERED BY THE MENTAL HEALTH BOARD.

DATE SUBMITTED:

5-6-15

AUTHORIZED SIGNATURE

\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:



**CORONER REPORT to COUNTY BOARD**

**Period Ending**      **March 31, 2015**      **April 30, 2015**      **May 31, 2015**      **June 30, 2015**      **July 31, 2015**      **August 31, 2015**

<b>Age</b>	<b># of Outstanding Death Certificates</b>	<b># of Outstanding Death Certificates</b>	<b># of Outstanding Death Certificates</b>	<b># of Outstanding Death Certificates</b>	<b># of Outstanding Death Certificates</b>	<b># of Outstanding Death Certificates</b>
Over 6 months	*	3				
< 180 Days	*	1				
< 150 Days	*	5				
< 120 Days	*	3				
< 90 Days	*	2				
< 60 Days	*	17				
< 30 Days	*	19				
<b>TOTAL</b>	<b>0</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Pending Cases/Total Investigations      20/140  
 (Added each Month)      (April 2015)

\*Unavailable due to request for data received on 4-9-15.



**Illinois State Board of Elections  
Voter Registration State Grant 2015  
Acceptance Agreement**



You are receiving a grant from the Illinois State Board of Elections. Generally stated; the purpose of this grant is to assist in the maintenance and other costs associated with your voter registration system in order for it to communicate with the Centralized Statewide Voter Registration System as required by Title III Section 303 of the Help America Vote Act of 2002. Your election jurisdiction received previous information regarding the amount your jurisdiction is entitled to, which will be distributed in a lump sum payment after the Illinois State Board of Elections has received copies of all current documented expenditures. It is important to note that only documented expenditures and/or obligations to expend are eligible for reimbursement. Your election jurisdiction, Champaign County, is eligible to receive an amount of \$19,550.00 (*nineteen thousand, five hundred fifty dollars and 00/100*), which will be distributed in a lump sum payment. If your expenses exceed this amount and funding is available, you may be able to take advantage of a second reimbursement which may be sent in a second payment.

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

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

As a condition of receipt of this grant, the Election Authority agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of the Illinois Human Rights Act (775 ILCS 5/2-105).

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

**Election authorities that fail to pay their vendors for qualifying expenses within the 30-day time period as specified by the terms of this Agreement and underlying federal rule shall become liable to the State Board of Elections for interest penalties for failing to meet the 30-day interval (unless the applicable grant amount, or any unused portion thereof, is returned to the State before the 30-day period has elapsed). An election authority failing to meet this 30-day requirement will be liable for interest at the rate applicable to the State's payments to its vendors under the terms of the State Prompt Payment Act (30ILCS 540). The interest calculation for this mandatory reimbursement is based on the historical interest rates earned by the State HAVA fund and paid by the State Treasurer during the specific time periods the money was improperly held by the local jurisdiction. The election authority assessed this interest penalty must remit the penalty amount to the State Board of Elections within 30 days of receipt of notice from SBE. Such interest payment shall be identified separately from any grant returns or other refunds.**

By signing this document, you certify that you agree to use the grant funds provided for the purposes articulated above and certify that you understand and agree to the record keeping and documentation requirements set forth above. **Further, you certify that you will return to the SBE any of the unspent funds remaining within thirty days after receipt of such funds as noted above.** For purposes of this paragraph, the unspent funds shall be considered timely returned if it is actually received in either of the SBE offices (Chicago or Springfield) within 30



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days of receipt or, if received beyond such 30-day period, the envelope containing the unspent funds is postmarked within such 30-day period. If the postmark on the envelope containing the unspent funds is missing or illegible, the return of the unspent funds will be considered timely if such envelope is received by the SBE no later than 5 business days following the end of such 30-day period.

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

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

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Election Authority Authorized Agent**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Illinois State Board of Elections**

Signature \_\_\_\_\_

Printed Name Steven S. Sandvoss, Executive Director

Date \_\_\_\_\_

**AREA-WIDE RECORDS MANAGEMENT SYSTEM  
(A.R.M.S.) INTERGOVERNMENTAL AGREEMENT**

This Area-Wide Records Management System Intergovernmental Agreement (“ARMS Agreement”) is entered into and executed by and between the City of Urbana, Illinois (“Urbana”), the City of Champaign, Illinois (“Champaign”), the Board of Trustees of the University of Illinois (the “University”), the Village of Rantoul, Illinois (“Rantoul”), and Champaign County, Illinois (the “County”, as defined below), hereinafter collectively referred to as the “Parties.”

WHEREAS, each of the Parties is a body politic organized, operating, and maintaining offices within the boundaries of Champaign County, Illinois;

WHEREAS, the Board of Trustees of the University of Illinois has the power to enter into contracts on behalf of the University of Illinois (110 ILCS 305);

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) enables the Parties to enter into cooperative agreements among themselves;

WHEREAS, the Parties are committed to the principles of cooperation;

WHEREAS, in 2003 Urbana, Champaign and the University entered into and executed one or more agreements entitled “Agreement for Police Record Services” wherein those entities agreed to –

- a. establish, operate and maintain an automated police records system;
- b. input on a regular and periodic basis their respective relevant crime and related information into the said automated police records system;
- c. share with each other their respective relevant crime and related information through the automated police records system;
- d. contribute funds on a regular and periodic basis based on a formula agreed to by the aforesaid three entities in order to establish, operate, maintain, and improve the automated police records system for the benefit of the aforesaid three governmental entities and the communities in which they are located; and
- e. establish and maintain a governing structure for the efficient and effective operation and maintenance of the automated police records system.

WHEREAS, prior to the execution of this ARMS Agreement, Rantoul and the County established, operated and maintained their own respective police records systems;

WHEREAS, the Parties to this ARMS Agreement deem it appropriate, efficient and cost-effective to join together in the operation, maintenance, repair, upgrading, and use of a single automated police records system; and

WHEREAS, because the County will incur a significant increase in its METCAD fees in the coming years, Urbana, Champaign, the University, and Rantoul are willing to recognize that the County will remain a member of and be entitled to the rights and privileges of being an ARMS Member for a four year period.

NOW, in exchange of good, valuable and mutual consideration which each Party hereto acknowledges as having in hand received and for the mutual exchange of the terms, covenants and conditions set forth in this ARMS Agreement, the Parties hereto agree as follows:

**1. Definitions:**

a. Terms not specifically defined in this ARMS Agreement shall have the meanings respectively ascribed to them by ordinary and common English language usage or as used in the context in which they appear in this ARMS Agreement.

b. "ARMS System" shall mean and include the automated area-wide police records system created or to be created by this ARMS Agreement including, but not necessarily limited to, any and all facilities, equipment, hardware, software, furniture, supplies, material, and personnel required to operate and maintain an automated area-wide police records system for use by Members and such other persons as the Members may allow.

c. "Member" shall mean and include the Parties to this ARMS Agreement and their respective law enforcement agencies and any Governmental Agency which hereinafter enters into and executes this ARMS Agreement.

d. "Governmental Agency" shall mean and include any unit of local, state or federal government which is not a Member.

e. "ARMS Data" shall mean and include any and all data information which Members have inputted and will in the future input into ARMS System and which is or may be accessible to and which is or may be used by any Member.

f. "Lead Agency" shall mean and include the Member designated by this ARMS Agreement as the person having overall day-to-day responsibility for managing, operating and maintaining the ARMS System in accordance with this ARMS Agreement and any bylaws, policies, procedures, rules, regulations, and/or protocols established by the ARMS Policy Board provided for in this ARMS Agreement.

g. "Read-Only Access" shall mean and include the ability to read information on the ARMS System but shall not include the ability to input, change or otherwise modify information in the ARMS System or in any other way alter the ARMS System or any of its data or software.

h. "ARMS Fund" shall mean and include a fund which is uniquely denoted in the Lead Agency's accounting system to hold and expend Member contributions and Governmental Agency fees, if any, in connection with the operation, maintenance, repair, upgrading, and replacement of the ARMS System.

i. "County" shall refer to Champaign County, a corporate and body politic, and shall include both the powers under the control of the Champaign County Board ("County Board") and the powers under the control of the Champaign County Sheriff, an elected Office (the "County Sheriff").

**2. Membership and Governing Board:** Members shall include the Parties to this ARMS Agreement and any other person who becomes a signatory to this ARMS Agreement.

a. ARMS Policy Board Created: Upon the last of the Parties to execute this ARMS Agreement, an ARMS Policy Board shall be and hereby is created.

b. ARMS Policy Board Composition: The membership of the ARMS Policy Board shall be composed of the individuals who occupy the offices of Urbana Chief of Police, Champaign Chief of Police, University Chief of Police, Rantoul Police Chief, and County Sheriff or their respective designees which designations must be made in a writing which identifies the designee and is signed by the individual making such designation. No designee shall have the right to designate another individual to serve as a designee. The ARMS Policy Board shall also include the head law enforcement officer of any Governmental Agency which becomes a Member by virtue of that Governmental Agency's execution of this ARMS Agreement. The individuals who sit on the ARMS Policy Board shall be collectively referred to as the "ARMS Policy Board Members."

c. Quorum of ARMS Policy Board: A quorum of the ARMS Policy Board shall consist of one more than half the number of then sitting ARMS Policy Board Members. Unless otherwise expressly provided in this ARMS Agreement, a quorum of ARMS

Policy Board Members shall be necessary in order to conduct meetings and transact business of the ARMS Policy Board.

d. Fiscal Year: The ARMS Policy Board fiscal year shall commence on July 1 and conclude on June 30 of each year. The initial fiscal year of the ARMS Policy Board, if this ARMS Agreement becomes effective on a date other than July 1, shall commence on the date the last Party to this ARMS Agreement executes the same and shall conclude on the next June 30 thereby providing for an initial fiscal year of less than 365 or 366, as the case may be.

e. Duties of the ARMS Policy Board: The duties of the ARMS Policy Board shall include but shall not necessarily be limited to the following:

i. Electing a Chairperson from among the ARMS Policy Board Members to preside over meetings of the ARMS Policy Board, a Vice-Chairperson from the ARMS Policy Board Members to perform the duties of Chairperson in the absence of the latter; and a Treasurer to handle and supervise the fiscal matters of the ARMS Policy Board and the ARMS Fund. The Treasurer need not be an ARMS Policy Board Member but if not, then the Treasurer shall be the Lead Agency's Comptroller or Treasurer, as the case may be, or his/her designee. Should the County be named Lead Agency, the County Treasurer shall only be named the ARMS Policy Board Treasurer upon his or her written agreement to be bound by this Agreement.

ii. Approving the annual operating budget which shall include but not necessarily be limited to all reasonably projected costs and expenditures deemed necessary for the coming fiscal year's operation and maintenance of the ARMS System as well as a specified amount for future repair, upgrading and/or replacement of the ARMS System hardware and/or software or portions thereof; and the amount which each Member will contribute for the coming fiscal year. The approved annual budget shall be submitted to each Member along with a statement indicating each Member's share of the costs and expenses for the coming fiscal year which shall include any adjustments based on revenue and expenses of the prior year. Such information shall be provided to the Members no later than January 31<sup>st</sup>.

iii. Approving the mission, goals, and objectives of the ARMS System.

iv. Approving agreements with and annual user setting fees for Governmental Agencies which, by reason of such agreements, become authorized to have certain Read-Only Access to and use of ARMS Data.

v. Approving agreements which the ARMS Policy Board deems necessary and appropriate for the operation, maintenance, repair, and upgrading of the ARMS System.

vi. Approving the addition of new Governmental Agencies as signatories to this ARMS Agreement which, when such entities execute a copy or an original of this ARMS Agreement shall be deemed Members.

vii. Approving the adoption of such policies, procedures rules, regulations, and/or protocol as the ARMS Policy Board deems necessary and appropriate for the operation, maintenance, repair, and/or upgrading of the ARMS System and which are consistent with the terms of this ARMS Agreement.

viii. Undertaking such other reasonable action as is or may be necessary to operate, maintain, repair, and upgrade the ARMS System consistent with this ARMS Agreement.

ix. Receiving from the Lead Agency the report which is provided for in Section 4.a. of this ARMS Agreement.

f. ARMS Policy Board Meetings:

i. The ARMS Policy Board's regular meetings shall be held on at least a quarterly basis. The Chairperson of the ARMS Policy Board or any three ARMS Policy Board Members may call a special meeting when deemed necessary.

ii. The ARMS Policy Board shall publish on the Lead Agency's website a notice which complies with the requirements of the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) regarding regularly scheduled meetings.

iii. In scheduling, noticing and conducting ARMS Policy Board meetings, the ARMS Policy Board shall adhere to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*).

iv. The ARMS Policy Board, at its discretion, may meet in closed session to consider one or more issues for which such closed session is permitted under the

Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) or which, if reduced to a record, would be deemed exempt under one or more provisions contained in the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) in order to protect the privacy and confidentiality of law enforcement records, processes, procedures, tactical measures, and related matters.

v. Meetings of the ARMS Policy Board shall be held at the City Council Chambers of the City of Urbana unless another location is otherwise agreed to by the ARMS Policy Board Members.

4. **Lead Agency:** By reason of this ARMS Agreement, Urbana shall be and hereby is designated as the Lead Agency. Unless the Parties agree otherwise, no change in Lead Agency shall take place without at least one hundred eighty (180) days' notice prior to the beginning of the next fiscal year. The Lead Agency shall be responsible for the overall and day-to-day affairs, operation and maintenance of the ARMS System and for carrying-out such actions and directives as the ARMS Policy Board may direct consistent with this ARMS Agreement. The Lead Agency's duties and responsibilities shall also include but shall not be limited to:

a. Preparing a draft annual report which shall be submitted to the ARMS Policy Board on or before October 31 which shall include the costs and expenses of operating and maintaining the ARMS System during the immediate prior fiscal year including:

i. compensation paid to and benefits provided for any computer analyst or other individual who is employed by the Lead Agency to program, operate, maintain, research, repair, replace, and/or upgrade the ARMS System or any part thereof;

ii. costs in addition to those provide in Sub-Paragraph 4.a.i of this ARMS Agreement for personnel administrative, financial staff, legal staff, and management staff support and supervision for the ARMS System and the computer analyst with said costs being equal to 25% of the total compensation, including salary/wages and benefits, paid by the Lead Agency to the computer analyst;

iii. costs and expenses incurred by the Lead Agency in providing access to and use of the ARMS System on a 24-hour, seven days a week basis by Members and others which the Lead Agency or the ARMS Policy Board allows to use the ARMS System;

- iv. costs and expenses, if any, incurred by the Lead Agency in renting any office space, equipment, supplies, or other materials necessary to the operation, maintenance, repair, and upgrading of the ARMS System;
  - v. costs and expenses, if any, incurred by the Lead Agency in connection with the hosting of the ARMS System should the ARMS Policy Board elect to use such hosting services and facilities;
  - vi. costs and expenses, if any, incurred by the Lead Agency in connection with purchasing, maintaining, repairing, upgrading, and/or replacement of any equipment, hardware, software, materials, or supplies necessary to operate the ARMS System;
  - vii. costs and expenses, if any, incurred by the Lead Agency in the event the Lead Agency deems it necessary to hire or retain one or more persons, services or consultants to program, reprogram or repair the ARMS System or to operate an ARMS System-like system in the event that the ARMS System becomes inoperable;
  - viii. costs and expenses associated with work performed by the computer analyst, other than salary/wages and benefits, including but not necessarily limited to training, education, and telephone service;
  - ix. costs and expenses in connection with operating and maintaining the ARMS System in the interim period following the termination or departure of the computer analyst from his employment with the Lead Agency;
  - x. costs and expenses, if any, incurred by the Lead Agency in complying with any law, rule, regulation, decree, or order which is imposed on the Lead Agency by any state or federal government; and
  - xi. costs and expenses of insuring the ARMS System and its operation from loss, damage, injury, or claims which may arise in connection with the operation of the ARMS System.
- b. Employing and supervising all personnel assigned to operate and maintain the ARMS System in accordance with this ARMS Agreement, any policies and procedures adopted by the ARMS Policy Board, and the Lead Agency's policies and procedures, including but not limited to hiring, firing, discipline, establishing incentives, benefits, negotiation with unions and all other employment decisions;



- c. Incurring and paying on behalf of the Parties' obligations in connection with operating, maintaining, repairing, and upgrading the ARMS System in accordance with this ARMS Agreement and the budget approved by the ARMS Policy Board;
- d. Entering into all contracts, leases and procurement agreements in accordance with this ARMS Agreement, the budget approved by the ARMS Policy Board, and the Lead Agency's policies and procedures;
- e. Providing all personnel administration, financial staff support, insurance, legal advice, and management support and services in accordance with the budget approved by the ARMS Policy Board as provided in this ARMS Agreement;
- f. Billing and collecting from each Member that Member's share of the costs and expenses in operating and maintaining the ARMS System in accordance with the budget approved by the ARMS Policy Board and as set forth in this ARMS Agreement as may be from time to time revised or amended;
- g. Establishing and implementing any policies, procedures, rules, regulations, or protocols that the Lead Agency deems necessary and appropriate to operate and maintain the ARMS System to the extent not otherwise adopted or promulgated by the ARMS Policy Board and which are consistent with this ARMS Agreement;
- h. Creating and maintaining the ARMS Fund in the Lead Agency's accounting system;
- i. Expending funds and making purchases consistent with the annual budget approved by the ARMS Policy Board, this ARMS Agreement and applicable section of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and retaining any funds not expended during the year for future operations, improvements, repairs, and replacements (if necessary);
- j. Receiving reimbursements for all costs and expenses paid or incurred by the Lead Agency in carrying out its duties and responsibilities as Lead Agency under this ARMS Agreement;
- k. Undertaking such emergency action and making such emergency expenditures as are or may be necessary in the event the ARMS System fails or otherwise becomes inoperable; and

1. Undertaking such other duties and responsibilities as may be provided elsewhere in this ARMS Agreement or which, from time-to-time, may be delegated or assigned to the Lead Agency by the ARMS Policy Board.

**5. Governmental Agencies:** The Lead Agency, after providing written notice to each ARMS Policy Board Member and with receiving no written objection from any ARMS Policy Board Member, may negotiate and enter into one or more agreements with one or more Governmental Agencies for Read-Only Access to the ARMS System.

a. Any agreement entered into with a Governmental Agency shall, at a minimum, contain the terms and conditions governing Read-Only Access to the ARMS System as well as the annual fee and any special assessment, if any, to be charged to such Governmental Agency for such Read-Only Access to the ARMS System.

b. The ARMS Policy Board shall be authorized to adjust any fee charged to any Governmental Agency for Read-Only Access to the ARMS System or the manner and nature in which that Governmental Agency accesses and uses ARMS Data so long as any such agreement does not interfere with any Member's access to, use of, or input into the ARMS System.

c. The Lead Agency, absent express written authority from the ARMS Policy Board, shall not be authorized to permit any Governmental Agency in the absence of that Governmental Agency's execution of this ARMS Agreement to input information into the ARMS System or in any other way alter any software, hardware or ARMS Data which comprises the ARMS System.

d. No Governmental Agency shall be permitted to do anything which does, would or likely will compromise the nature, integrity, operation, or stability of the ARMS System or the ARMS Data.

e. Prior to giving any Governmental Agency a right to Read-Only Access the ARMS System or to use ARMS Data, the Lead Agency shall obtain a written statement executed by a duly authorized officer of such Governmental Agency, that the Governmental Agency will fully subscribe to and abide by any policy, procedure, rule, regulation, or protocol established by the Lead Agency and/or the ARMS Policy Board concerning Read-Only Access to the ARMS System and use of ARMS Data.

f. The Lead Agency or the ARMS Policy Board shall have the unfettered discretion to terminate any Governmental Agency's Read-Only Access to the ARMS System or use of ARMS Data in the event that such Governmental Agency (i) fails to pay any annual

fee and/or special assessment charged by the ARMS Policy Board, (ii) uses ARMS Data in a manner which is inconsistent with the policies, procedures, rules, regulations, and/or protocols established by the ARMS Policy Board, (iii) undertakes an act which in any way compromises the nature, integrity, operation, or stability of the ARMS System or the ARMS Data; or (iv) undertakes any act which may or would subject the Lead Agency, any Member, or any ARMS Policy Board Member to any liability in connection with that Governmental Agency's improper or unlawful act or omission in its use of the ARMS System or ARMS Data. In the event that the ARMS Policy Board terminates any Governmental Agency's Read-Only Access to the ARMS System, the ARMS Policy Board shall notify the Governmental Agency and each ARMS Member of such action and the reason therefore

6. **Failure of ARMS System:** In the event that the ARMS System fails to operate in its normal and usual manner, whether because of hardware or software failure or the departure or extended absence of the computer analyst from his/her employment with the Lead Agency (regardless of cause for such departure or absence) the Lead Agency shall be authorized to undertake such steps and expend such moneys as are or may be necessary to restore the ARMS System to full operating status. In the event such aforesaid efforts require the expenditure of moneys by the Lead Agency, the Lead Agency shall be entitled to reimbursement for all such expenditures.

7. **ARMS System Services and ARMS Data:** The ARMS System shall be operated by the Lead Agency in order to provide a centralized data base which contains such information as has already been inputted and which, hereafter, will be inputted into the said data base. Only Members shall have the authority to input information into the ARMS System. Only Members and, to the extent provided for by agreement, Governmental Agencies shall have access to and be authorized to use ARMS Data.

a. The ARMS System shall be accessible and available on a 24-hour, seven-days a week basis including during all local, state and national holidays.

b. **Member Use:** The Members shall be entitled to have access to input information into the ARMS System and use ARMS Data on an as-needed basis. No Member shall be entitled to undertake any action which compromises or is likely to compromise the nature, integrity, operation, or stability of the ARMS System or ARMS Data or which in any way hinders another Member's access to the ARMS System and use of ARMS Data.

c. **Governmental Agency Use:** Governmental Agencies shall be entitled to have Read-Only Access to the ARMS System and use ARMS Data consistent with the terms, conditions and covenants of any agreements entered into by and between such

Governmental Agencies and the Lead Agency and/or ARMS Policy Board consistent with any policies, procedures, rules, regulations, or protocols adopted by the ARMS Policy Board or the Lead Agency. No Governmental Agency shall be granted access to the ARMS System or use ARMS Data in the absence of a written agreement duly executed by the Governmental Agency and the Lead Agency or ARMS Policy Board, as the case may be.

d. Third-Persons: No person other than a Member or a Governmental Agency, pursuant to a written agreement with the Lead Agency or ARMS Policy Board, shall be entitled to have access to the ARMS System or have use of any ARMS Data.

**8. Customization of ARMS System:**

a. In the event that a Member requests the Lead Agency to customize any portion of the ARMS System, including the nature or type of ARMS Data which the requesting Member seeks to input into or derive from the ARMS System, such request shall be submitted in writing to the ARMS User Committee provided for in Section 9 of this ARMS Agreement. The request shall provide specific information insofar as what customization the Member is requesting. The ARMS User Committee shall determine whether to (i) grant the Member's request in the manner requested; (ii) deny the Member's request; or (iii) alter the Member's request. The ARMS User Committee shall notify the Member in writing as to the ARMS User Committee's disposition of that Member's request and, if denied or altered, the reason or reasons for such denial or alteration and in the case of an alteration, the nature of the alteration.

b. Prior to rendering any decision on a Member's request to customize any portion of the ARMS System, the ARMS User Committee shall forward the Member's request to the Lead Agency and shall consider any recommendation by the Lead Agency insofar as whether such request can be reasonably implemented as requested or in some altered form in order to satisfy the Member's request without compromising the nature, integrity, operation or stability of the ARMS System,

c. In the event that the ARMS User Committee informs a Member that its request for customization has been altered, the ARMS User Committee shall confer with the Member to determine whether such proposal by the ARMS User Committee is acceptable to the Member. If the Member rejects the alteration as proposed by the ARMS User Committee, reasonable efforts shall be made to accommodate the Member's request in such manner so as to avoid compromising the nature, integrity, operation or stability of the ARMS System.

d. The ARMS User Committee shall not be obligated to grant any Member's request for customizing the ARMS System or any portion thereof. The ARMS User Committee shall deny the Member's request where the ARMS User Committee determines that such request will or may compromise the nature, integrity, operation or stability of the ARMS System or interfere with another Member's access to or use of the ARMS System.

e. If the ARMS User Committee grants the Member's request, whether as presented or whether as altered pursuant to agreement of the ARMS User Committee and the requesting Member as to such alteration, the Lead Agency shall undertake the alteration within a reasonable time. In the event that the Lead Agency must incur costs and expenses beyond normal operation of the ARMS System in order to undertake the customization requested by the Member, whether as requested by the Member or as altered by the ARMS User Committee, the Lead Agency shall be entitled to reimbursement for such added cost and expense.

f. The Lead Agency shall not be responsible for any errors or omissions occasioned by any customization, whether in the form requested by a Member or whether in an altered form as agreed to by and between the ARMS User Committee and the requesting Member.

9. **User Committee:** Upon the last of the Parties to execute this ARMS Agreement, an ARMS User Committee shall be and hereby is created unless sooner created.

a. Each Member shall appoint an individual to serve on the ARMS User Committee. Such individual shall have sufficient education, training and/or experience to understand issues regarding the operation, maintenance and use of the ARMS System.

b. A quorum of the ARMS User Committee necessary to transact business shall consist of one more than half the appointees to the ARMS User Committee.

c. The duties of the ARMS User Committee shall include but shall not necessarily be limited to:

i. Electing a Chairperson and a Vice-Chairperson from among the appointees to the ARMS User Committee;

ii. Assisting, where necessary and appropriate, with the Lead Agency's operation, maintenance and management of the ARMS System and related activities and functions;

- iii. Evaluating the effectiveness of the ARMS System;
  - iv. Making recommendations to the ARMS Policy Board and the Lead Agency regarding alteration, modification, and improvement to the ARMS System;
  - v. Making recommendations to the ARMS Policy Board and the Lead Agency regarding new hardware, software, and other materials and services which the ARMS User Committee believes will improve or enhance the effective and appropriate use of the ARMS System;
  - vi. Evaluating the viability of any Member request to customize the ARMS System or any portion thereof and, where appropriate, recommending alterations to the Member's request for customization; and
  - vii. Coordinating with the Lead Agency to reasonably accommodate approved Member requests for customization of the ARMS System or any portion thereof.
- d. The ARMS User Committee regular meetings shall be held on at least a quarterly basis. The Chairperson of the ARMS User Committee or any three ARMS User Committee appointees may call a special meeting when deemed necessary.
- e. Meetings of the ARMS User Committee Board shall be held at the City Council Chambers of the City of Urbana unless another location is otherwise agreed to by the ARMS User Committee appointees.
- f. The ARMS User Committee shall have no authority, absent a joint express conferral of authority by the ARMS Policy Board and the Lead Agency, to enter into any agreement or incur any financial obligation on behalf of the Members or to which any Member may be bound.

**10. Financing Operation and Maintenance of the ARMS System:** All aspects of operating and maintaining the ARMS System shall be financed in the following manner.

- a. The ARMS Fund:
  - i. The Lead Agency shall manage and maintain the ARMS Fund. All moneys received in connection with the establishment and operation of the

ARMS System shall be received by the Lead Agency and credited toward the ARMS Fund.

ii. All expenditures and disbursements made in connection with the operation, maintenance, repair, upgrading, and replacement of the ARMS System shall be made from and charged to the ARMS Fund.

iii. All accounting maintained in connection with the ARMS Funds shall be undertaken in accordance with generally accepted accounting principles unless the ARMS Policy Board specifically directs otherwise in writing to the Lead Agency.

iv. To the extent that any Member makes an in-kind contribution to the ARMS System, the same and its reasonably ascertainable or agreed-upon value shall be included in the accounting for the ARMS Fund.

b. Financial Support for ARMS System:

i. The Parties recognize and acknowledge that Urbana, Champaign and the University have made an initial contribution to establish and operate an area-wide police records system. No further initial capital contribution shall be required of Urbana, Champaign or the University.

ii. Except as specifically stated herein, any funding obligations of the County under this Arms Agreement shall be by the County Board's funding of the Sheriff's Office budget for ARMS fees. Any other rights or obligations to act and authority of the County under this Agreement shall be those of the County Sheriff.

iii. Unless otherwise agreed to as provided in this ARMS Agreement, the Members shall make the following annual contributions to the ARMS Fund for the years starting with the Fiscal Year commencing on July 1, 2014 as follows:

- (a) Champaign: \$59,572
- (b) Urbana: \$26,202
- (c) University: \$30,980
- (d) Rantoul: \$33,000
- (e) County: \$0

For the next three Fiscal Years, Rantoul's and the County's contributions shall be fixed at \$33,000 and \$0, respectively. Urbana's, Champaign's and the University's contributions shall be a percentage of the yearly budget less \$33,000

with the three respective contribution percentages calculated based upon the number of each of the three entities' authorized officers divided by the aggregate number of these three entities authorized officers. The authorized strength shall be calculated for the upcoming ARMS Fiscal Year as of January 1<sup>st</sup> of that year.

iv. Notwithstanding anything to the contrary contained in Sub-Paragraph 10.b.ii., during the first four fiscal years commencing with the Fiscal Year beginning July 1, 2014, the ARMS Policy Board Members may adjust, modify or alter the contribution structure provided for in Sub-Paragraph 10.b.ii. in such manner as they may agree by unanimous consent.

v. The ARMS Policy Board, pursuant Sub-Paragraph 2.e.ii. of this ARMS Agreement, shall determine the amount of contributions from Members for subsequent fiscal years following the first four (4) fiscal years. However, unless otherwise agreed, each party shall pay a percentage of the budgeted operating expenses equal to the percentage of then number of its authorized sworn officers compared to the total number of authorized officers by all members in the aggregate as of January 1<sup>st</sup> of that year.

For all percentage calculations under this ARMS Agreement, the County shall pay based upon its authorized numbers in the Law Enforcement Division only, plus one (1) to account for the few reports/contacts by the Court Security Division.

vi. Any contributions made by the Members which exceed the ARMS Policy Board approved budget in any fiscal year, the amount by which such contributions exceed the said approved budget shall be held for the benefit of the ARMS System and ARMS Policy Board for ARMS System capital replacement or improvement.

vii. In the event that a Governmental Agency enters into an agreement in order to obtain Read-Only Access to and use of ARMS Data, said Governmental Agency shall be assessed an annual fee in an amount to be agreed upon, after consultation with the Lead Agency, by the ARMS Policy Board.

viii. In the event one or more Governmental Agencies execute this ARMS Agreement following the last of the Parties to execute the same, the ARMS Policy Board may, in its discretion, amend Sub-Paragraph 2.e.ii. of this ARMS Agreement to provide for the annual contribution of each such Governmental Agency or direct that all such contributions be held for the benefit of the ARMS



System and the ARMS Policy Board for ARMS System capital replacement or improvement.

ix. All Member contributions to the ARMS Fund and all fees assessed to Governmental Agencies shall be made on a quarterly basis with payment being due within thirty (30) days of receipt of the Lead Agency's billing invoices.

x. In the event any Member or Governmental Agency is unable to remit its contribution or fee, as the case may be, then such Member and/or Governmental Agency shall promptly give written notice to the Lead Agency and the ARMS Policy Board of such fact and shall provide a plan when such contribution or fee will be made or paid.

c. Special Assessments: The ARMS Policy Board shall have the limited authority consistent with this Section to make special assessments against Members and Governmental Agencies which are subject to an agreement with the Lead Agency.

i. If an emergency arises which requires the Lead Agency to expend moneys not otherwise provided for in the annual budget adopted by the ARMS Policy Board in order to address, correct, or remediate an equipment or software failure or the departure or extended absence of the computer analyst from his employment with the Lead Agency which renders the ARMS System wholly or partially inoperable, then the ARMS Policy Board may approve a special assessment to be paid by each Member and Governmental Agency which is then subject to an agreement with the Lead Agency for Read-Only Access to the ARMS System. The special assessment shall be allocated based the percentage which each Member's contribution and each Governmental Agency's annual fee bears to the aggregate of the Members' and Governmental Agencies' contributions for the fiscal year in which the special assessment is assessed. Payment of such special assessment shall be determined by the ARMS Policy Board in the same manner as approving annual budgets. Notwithstanding anything to the contrary contained in this ARMS Agreement, should a special assessment be required during the first four years of this ARMS Agreement, each Governmental Agency's percentage portion of such special assessment shall be computed based on the fee which such Governmental Agency paid as a percentage of the overall budget for the Fiscal Year in which such special assessment is assessed and the Members (including County and Rantoul) shall be obligated to pay the remainder of such special assessment based on the number of each Member's authorized sworn officers as a percentage of the total number of

authorized sworn officers for all Members as of January 1<sup>st</sup> of the year when the special assessment is assessed.

ii. In the event that the ARMS Policy Board, acting through unanimous approval, and the Lead Agency jointly determine that it is necessary to upgrade, expand or enlarge the ARMS System and that such upgrade, expansion or enlargement cannot wait until the ARMS Policy Board's next annual budgetary cycle, then the ARMS Policy Board may authorize a special assessment to be issued to the Members and the Governmental Agencies. The special assessment shall be allocated based the percentage which each Member's contribution and each Governmental Agency's annual fee bears to the aggregate of the Members' and Governmental Agencies' contributions for the fiscal year in which the special assessment is assessed. Payment of such special assessment shall be determined by the ARMS Policy Board in the same manner as approving annual budgets.

iii. Nothing in the ARMS Agreement shall authorize the ARMS Policy Board or Lead Agency acting alone to impose a special assessment on any Member or Governmental Agency unless assessed in the manner provided for in this Section 10.c.i or ii.

d. Notwithstanding anything contained in this ARMS Agreement to the contrary, in the event that any specific expenditure which was not otherwise included in the budget exceeds \$5,000.00, such expenditure must be approved by the Policy Board prior to the Lead Agency entering into a legally binding obligation.

**11. Data Policies:** The ARMS Policy Board, ARMS User Committee and the Lead Agency shall, where appropriate, jointly cooperate in the development and implementation of policies, procedures, rules, regulations, and/or protocols which they deem necessary for governing the input of data into and use of the ARMS System by Members and the access to and use of ARMS Data by Governmental Agencies.

a. In the event that no joint policies, procedures, rules, regulations, and/or protocols are so adopted then the Lead Agency shall be authorized to adopt such policies, procedures, rules, regulations, and/or protocols as it deems necessary to effectively and efficiently operate and maintain the ARMS System and for providing for input of data into, use of, and access to the ARMS System by Members and access to the Arms System and use of ARMS Data by Governmental Agencies.

b. All information or data entered into the ARMS System by a Member shall remain the personal property of that Member and each such Member shall retain all ownership

rights, title and interest in such information or data. No person other than a Member shall have the authority to enter data into or remove data from the ARMS System. In the event a Governmental Agency wants to enter data into the ARMS System then such Governmental Agency must apply to become a Member. A two-thirds (2/3rds) affirmative vote of all ARMS Policy Board Members shall be required to admit a new Member.

c. In the event that the Lead Agency receives a Freedom of Information Act (“FOIA”) request for information or data which a Member inputted into the ARMS System, the Lead Agency shall tender that FOIA request to each such Member and/or Governmental Agency whose information or data has been requested. The Member or Governmental Agency, as the case may be, shall be solely responsible for responding to the FOIA request. In the event that the Lead Agency is compelled to respond to a FOIA request or is brought into an administrative or judicial (whether civil or criminal) proceeding concerning the handling or response to such FOIA request, then that Member and/or Governmental Agency shall indemnify, defend and hold harmless the Lead Agency in connection with all matters relative to that FOIA request and any response thereto.

**12. Term of Agreement, Termination by Lead Agency, Withdrawal by Member:**

This ARMS Agreement shall have a term of five (5) years commencing on the date the last Party hereto executes this ARMS Agreement. In the event that this ARMS Agreement is not terminated by written consent of the Parties hereto sooner than the aforesaid time for expiration, this ARMS Agreement shall automatically renew for another five-year term and will continue to do so until terminated by the Parties hereto.

a. In the event that the Lead Agency elects to cease serving as Lead Agency, the Lead Agency shall provide written notice to all other Members at least five hundred (500) days in advance of the effective date of the date when the Lead Agency shall cease serving as Lead Agency. By giving such written notice, the Lead Agency shall not be deemed to be withdrawing as a Member unless such notice expressly states otherwise. If the Lead Agency’s notice of intent to cease serving as Lead Agency also includes notice of its intent to withdraw from participation in the ARMS System, then the immediate aforesaid notice requirements, including time for giving such notice, still apply. The length of the immediate aforesaid notice requirement is necessary in order for the Members to arrange for another means and manner of operating and maintaining the ARMS System or for putting in place a replacement of the Lead Agency.

b. In the event that the Lead Agency notifies the Members of its intent to cease operating as the Lead Agency, the Lead Agency shall cooperate to the fullest extent

possible in facilitating the transition of its services and work to another Member designated by the ARMS Policy Board to serve as Lead Agency or such other person as the Members may designate by their majority consent. Such cooperation may, but not necessarily, include providing copies of the information contained in the ARMS System, software programs (consistent with any software licensing agreements which the Lead Agency may have entered into), and assistance in re-establishing the ARMS System in a different location if required.

c. Any Member may terminate its participation in the ARMS System by giving the ARMS Policy Board and the Lead Agency written notice of such intention to terminate at least one hundred eighty (180) days prior to the expiration of the then current fiscal year of the ARMS Policy Board. The notice of termination shall become effective on June 30 following the date appearing on such written notice if such notice is timely or the following June 30 if such notice is given less than the aforesaid 180-day time period. Nothing herein shall be deemed or construed as terminating the Lead Agency's role or obligation as Lead Agency even though it gives notice of its intention to terminate its participation in the ARMS System. The terminating Member shall be entitled to receive one copy of the information which it inputted or caused to be inputted into the ARMS System and such copy shall be provided in a manner or format requested by the departing Member so long as the Lead Agency can generate such information in the manner or format requested. If the Lead Agency cannot provide the departing Member's information in the manner or format requested by the departing Member, then the departing Member and the Lead Agency shall confer in order to arrive at a mutually acceptable means or manner for providing the aforesaid information. The terminating member may continue to vote on routine operational matters and on special assessments necessary to continue normal routine operations. The terminating member shall not be allowed to vote on a matter which is primarily intended to affect operations, expenses, contributions or assessments occurring after its departure. Until the effective date of its departure, the terminating member shall be responsible to pay its normal quarterly contributions and its share of any special assessments as is immediately necessary to maintain normal operations. The terminating member shall not be responsible to pay any portion of a special assessment which upgrades or improves the ARMS system or which is primarily intended to benefit operations after the departure of the member.

### **13. Ownership of ARMS System Software and Hardware:**

a. Nothing in this ARMS Agreement shall be deemed, interpreted or construed as divesting or transferring Urbana's ownership interest in any and all hardware, software, code, supplies, and materials which it initially contributed to establishing and operating

an ARMS-like system unless Urbana has been reimbursed in pro rata part by one or more of the Members for such contribution.

b. In the event that Urbana ceases to be the Lead Agency and a Member of the ARMS System and where it has contributed hardware, software, code, supplies, and materials for the operation and maintenance of the ARMS System without reimbursement from one or more of the Members, Urbana may, at its election and pursuant to agreement with the remaining Members, enter into a lease and use agreement for the remaining Members' continued use of the said hardware, software, code, supplies, and materials.

c. Regarding any hardware, software, code, supplies, and materials which is or are purchased from the ARMS Fund or for which the Members have paid, whether through their respective annual contributions or by way of special assessment, upon dissolution of the ARMS System, all such capital assets utilized by the Lead Agency in operating and maintaining the ARMS System will be sold at public auction or by other means of public sale approved by the ARMS Policy Board Members. The proceeds of such auction or sale, after paying all costs of any such auction or sale and after paying any unpaid obligations relating to the operation, maintenance, repair, and/or upgrading of the ARMS System, shall be divided among the Members based on the percentage which each Member's contribution bears to the aggregate of the contributions made in the fiscal year preceding the fiscal year in which such auction or sale occurs.

d. Nothing in this ARMS Agreement shall be deemed, construed or interpreted as granting any form or type of property (whether personal property or intellectual property) right in any hardware, software, equipment, or data which comprises the ARMS System to any Governmental Agency which is or has been granted Read-Only Access to the ARMS System.

**14. Default and Right to Cure:** A default under this ARMS Agreement shall include but not be limited to a refusal to pay or a failure to pay without providing any alternate plan of payment, any contribution or special assessment provided for in this ARMS Agreement or the failure to perform any other obligation required of a Member as provided in this ARMS Agreement. The following shall govern any default and right to cure under this ARMS Agreement.

a. In the event any Member defaults on its performance of any obligation required by reason of this ARMS Agreement, the Lead Agency shall give written notice of such default to the allegedly defaulting party and provide a copy of such notice to the ARMS Policy Board. Such written notice shall describe the nature of the default and shall cite to the section or sections of this ARMS Agreement on which the alleged default has

occurred. The recipient of a notice of default shall respond to the notice within fourteen (14) calendar days and such response shall state: (i) that the default, as noticed, has been fully and completely cured; or (ii) that no default has occurred and the reasons why no such default is deemed to have occurred; or (iii) that the default will be cured and the means of curing such default and the date by which such default will be cured. In the event that a noticed default is not cured, the ARMS Policy Board, by unanimous vote of all its members except for the defaulting Member's appointee, may terminate the defaulting Member and such terminated Member shall have the rights provided for it in Section 12.c. of this ARMS Agreement.

b. In the event that the Lead Agency defaults on its performance of any obligation as Lead Agency required by reason of this ARMS Agreement, the Chairman, with the consent of the a majority of the ARMS Policy Board Members (excluding the Lead Agency's Chief of Police or his/her designee), shall give written notice to the Lead Agency of such default. Such written notice shall describe the nature of the default and shall cite to the section or sections of this ARMS Agreement on which the alleged default has occurred. The Lead Agency shall respond to the notice within fourteen (14) calendar days and such response shall state: (i) that the default, as noticed, has been fully and completely cured; or (ii) that no default has occurred and the reasons why no such default is deemed to have occurred; or (iii) that the default will be cured and the means of curing such default and the date by which such default will be cured. In the event that a noticed default is not cured, then the ARMS Policy Board, by unanimous vote (excluding the vote of the Lead Agency's Chief of Police or his/her designee) may terminate the Lead Agency's service as Lead Agency and the Lead Agency shall have the rights provided for it in Section 13. In the event that the Lead Agency is terminated as Lead Agency, nothing herein shall be deemed, construed or interpreted as terminating the Lead Agency's membership unless such default included failure to perform its obligations as a Member.

## **15. Miscellaneous Terms and Conditions:**

a. Insurance: The Lead Agency shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient property insurance to cover the replacement value of all hardware, software, codes, supplies, and materials used in the operation and maintenance of the ARMS System against all direct loss or damage. The cost of any such insurance shall be a cost of operating and maintaining the ARMS System and shall be borne by the Members in the same manner as other costs in accordance with this ARMS Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for the ARMS System operations in accordance with insurance purchase standards for its other operating departments.

b. Claims Arising from Use of the ARMS System: In the event any Member and/or the Lead Agency is joined in a civil action brought by a third person and which alleges one or more claims or actions in connection with the operation and/or maintenance of the ARMS System or use of any ARMS Data, the Member or Members or the Lead Agency, as the case may be, receiving any such notice of such action shall promptly notify the other Members of such action. The cost of defending such action, to the extent that such cost exceeds any liability or worker's compensation insurance policy deductible, shall be borne by the Members in the same manner as other costs in accordance with this ARMS Agreement. In the event that any judgment, order or decree is entered against any Member and/or the Lead Agency based on a finding that the said Member's, Members' and/or Lead Agency's conduct (whether through act or omission) was intentional, willful, or wanton, such Member, Members, and/or Lead Agency, as the case may be, shall be solely responsible for the payment of such judgment, order or decree to the extent that the amount of such judgment, order or decree exceeds the deductible of any such liability or worker's compensation insurance policy. In the event that any judgment, order or decree is entered against any Member and/or the Lead Agency based on a finding that the said Member's, Members' and/or Lead Agency's conduct (whether through act or omission) was negligent, the payment of such judgment, order or decree, to the extent that any such payment exceeds the amount of the deductible of any such liability or worker's compensation policy, shall be borne by the members in the same manner as other costs in accordance with this ARMS Agreement.

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

d. Notice: Any notice required to be given pursuant to Sections 12 and 14 of this ARMS Agreement shall be deemed effective when stated if given in the following manner:

i. If by First Class Mail, return receipt requested – If notice sent by First Class Mail, return receipt requested, in an envelope properly addressed and bearing proper postage, then such notice shall be deemed effective four days after placement with the U.S. Postal Service.

ii. If by overnight courier: If notice is sent by overnight courier service such notice shall be deemed effective the next business day following its receipt.

iii. Notice by any other means shall not be deemed effective notice for any purpose.

iv. Notices shall be addressed to Members as follows:

City of Urbana: Mayor, City of Urbana, 400 S. Vine St., Urbana, IL 61801

City of Champaign: City Manager, City of Champaign, 102 N. Neil St, Champaign, IL 61820

University of Illinois: Office of the Board of Trustees, 352 Henry Administration Building, 506 S. Wright, Urbana, IL 61801

Village of Rantoul: Mayor, Village of Rantoul, 333 S. Tanner St., Rantoul, IL 61866

Champaign County: County Sheriff, 204 East Main St., Urbana, IL 61802

Notices sent to Governmental Agencies shall be addressed to the chief operating officer of the Governmental Agency at the Governmental Agency's primary office location.

e. Additional Communications: Where notice is required by reason of any Section in this ARMS Agreement other than Section 12 or Section 14, notice may be given by e-mail or through such other means as is or would be customarily acceptable for the efficient and effective operation and maintenance of the ARMS System.

f. Authorization to Execute ARMS Agreement: The Parties represent and warrant that the individuals who execute this ARMS Agreement on behalf of their respective parties have the authority to do so.

g. Amendments: This ARMS Agreement may be amended, altered or changed only by mutual written agreement executed by the Parties hereto. Any such amendment, alteration or change shall become effective on the date that the last of the Parties hereto executes such amendment, alteration or change.

h. Effective Date: This ARMS Agreement shall become effective on the date that the last of the Parties hereto executes this ARMS Agreement.



i. Governing Law: This ARMS Agreement shall be interpreted and construed pursuant to the laws of the State of Illinois and any action to interpret, construe or enforce this ARMS Agreement and any action for breach thereof shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

j. Prior Agreements: Upon the taking effect of this ARMS Agreement, any and all prior agreement among two or more Members concerning the operation of an ARMS-like system shall be terminated and this ARMS Agreement shall supersede any and all such prior agreements.

k. Recitals: The recitals set forth above shall be deemed incorporated into this ARMS Agreement as if set forth herein.

l. Good Faith Performance: Each Member shall participate in the ARMS System in a good faith manner which good faith shall include but not be limited to (1) operating and maintaining a police records system (the ARMS System); (2) inputting on a regular and periodic basis their respective relevant crime and related information into the ARMS System; (3) sharing with each other their respective relevant crime and related information through the ARMS System; (4) contributing funds on an as-needed basis pursuant to agreement of the Members to operate, maintain and improve the ARMS System; and (5) taking no act or omission which would limit or interfere with another Member's use of the ARMS System.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this ARMS Agreement as of the dates indicated below.

[ END OF ARMS Agreement – SIGNATURES ON FOLLOWING PAGE(S) ]

CITY OF CHAMPAIGN

BY: \_\_\_\_\_  
City Manager

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM FOR CITY:

\_\_\_\_\_  
City Attorney

CITY OF URBANA

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM FOR CITY:

\_\_\_\_\_  
City Attorney

CHAMPAIGN COUNTY

BY: \_\_\_\_\_  
County Board Chair

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

CHAMPAIGN COUNTY SHERIFF'S OFFICE

BY: \_\_\_\_\_  
Sheriff

ATTEST: \_\_\_\_\_  
Notary Public

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

BY: \_\_\_\_\_  
Comptroller

ATTEST: \_\_\_\_\_  
Secretary

APPROVED TO FORM FOR  
CHAMPAIGN COUNTY:

BY: \_\_\_\_\_  
State's Attorney

APPROVED TO FORM FOR BOARD OF  
TRUSTEES OF UNIVERSITY OF  
ILLINOIS

BY: \_\_\_\_\_  
Attorney for Board of Trustees

VILLAGE OF RANTOUL

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM FOR VILLAGE

BY: \_\_\_\_\_  
Village Attorney

**Division of Child Support Services**  
36 South Wabash Avenue, 8<sup>th</sup> Floor  
Chicago, Illinois 60603

Telephone: 312.793.4448  
TTY: 800.526.5812  
Facsimile: 312.793.0878

April 16, 2015

Julia R. Rietz  
Champaign County State's Attorney  
101 E. Main Street  
Urbana, Illinois 61801

**Re: Intergovernmental Agreement N<sup>o</sup> 2015-55-013-K / Renewal**

Dear Ms. Rietz:

Enclosed are five (5) copies of the Intergovernmental Agreement N<sup>o</sup> 2015-55-013-K renewal for the period of July 1, 2015 through June 30, 2016.

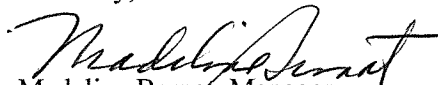
Please sign and date, secure signature and date of the County Board Chairman, and return all five (5) copies; four (4) to be retained by HFS and one (1) to be returned to your office upon execution by HFS.

Upon completion, please forward your signed Agreements by overnight delivery to the following address:

Yvette Perez-Trevino  
Agreement Manager  
Division of Child Support Services  
191 South Gary Avenue  
Carol Stream, Illinois 60188

I can be contacted at the above-referenced number or via Email at [madeline.bernat@illinois.gov](mailto:madeline.bernat@illinois.gov) should you have any questions regarding the enclosed documents.

Sincerely,

  
Madeline Bernat, Manager  
Contracts & Fiscal Operations  
Division of Child Support Services

Enclosures

c: Yvette Perez-Trevino, Division of Child Support Services  
Sue Balster, Division of Finance, Healthcare and Family Services

**E-mail:** [hfswebmaster@illinois.gov](mailto:hfswebmaster@illinois.gov)

**Internet:** <http://www.hfs.illinois.gov/>

STATE OF ILLINOIS

RENEWAL OF INTERGOVERNMENT AGREEMENT

between

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

CHAMPAIGN COUNTY STATE'S ATTORNEY

WHEREAS, the parties to Intergovernmental Agreement 2015-55-013, acting by and through the Illinois Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the Champaign County State's Attorney, ("Contractor") located at 101 East Main Street, Urbana, Illinois 61801, desire to renew this Agreement, and

WHEREAS, pursuant to Article 2.2 (Renewals), the Agreement may be renewed for additional periods by each party furnishing written notification of such intent;

NOW THEREFORE, the Intergovernmental Agreement is renewed for the period July 1, 2015 through June 30, 2016.

All other terms and conditions shall remain in effect.

In Witness Whereof, the parties have hereunto caused this Renewal to be executed by their duly authorized representatives.

Illinois Department of Healthcare  
And Family Services

Champaign County, Illinois

By: \_\_\_\_\_  
Felicia F. Norwood  
Director

By:   
Julia R. Rietz  
State's Attorney

Date: \_\_\_\_\_

Date: 4.24.15

APPROVED:

By: \_\_\_\_\_  
Lisa Madigan  
Illinois Attorney General

By: \_\_\_\_\_  
Pattsi Petrie  
Chairman, Champaign County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of Illinois  
Intergovernmental Agreement  
between the  
Illinois Department of Healthcare and Family Services  
and the  
Champaign County State's Attorney  
Agreement No. 2015-55-013-K1

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Healthcare and Family Services (hereinafter referred to as Department), and Champaign County State's Attorney (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

WHEREAS, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

WHEREAS, the Department seeks legal services; and

WHEREAS, the Contractor desires to provide these services under the terms and conditions of this Agreement;

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

#### ARTICLE 1 — DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "TANF" is defined as Temporary Assistance to Needy Families.
- 1.6 The term "KIDS" is defined as the Department's child support enforcement computer system (Key Information Delivery System).
- 1.7 The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Services CFDA Number is 93.563.

## ARTICLE 2 — TERM AND SCOPE

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2014 through June 30, 2015 unless the Agreement is otherwise terminated as set forth herein.
- 2.2 **Renewal.** This Agreement may be renewed for additional periods. In no event shall renewal terms and the initial term of the Agreement exceed two (2) years.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 **Availability of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give Contractor written notice of such termination for funding within five (5) business days after the Department becomes aware of the failure of funding. Contractor's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2 **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 **Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 **Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 **Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.

- 3.7.1 Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2 Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

#### ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department’s counsel from contacting Contractor or Contractor’s counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To Contractor: Julia R Rietz  
 Champaign County State’s Attorney  
 101 E. Main Street  
 Urbana, Illinois 61801  
 Telephone: 217.384.3733  
 Fax: 217.384.3816

To Department: Illinois Department of Healthcare and Family Services  
 Yvette Perez-Trevino, Agreement Manager  
 Division of Child Support Services  
 191 South Gary Avenue  
 Carol Stream, Illinois 60188  
 Telephone: 630.221.2331  
 Fax: 630.221.2335

#### ARTICLE 5 — RIGHTS AND RESPONSIBILITIES

##### 5.1 Contractor’s Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies



and procedures including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies, procedures and policy changes.

- 5.1.2 Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.
  - 5.1.3 Contractor shall accept for handling all IV-D matters, as defined in Section 5.3 of this Agreement and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
  - 5.1.4 Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties.
  - 5.1.5 Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.
  - 5.1.6 Contractor shall submit any reports required by the Department, the format and content of which shall be as specified by the Department after consultation with contractor, and any report required by the Federal Office of Child Support Enforcement.
  - 5.1.7 Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
  - 5.1.8 Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. Contractor and the attorneys it employs do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
  - 5.1.9 Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases. The contractor shall work with the Department, and the Attorney General's Office to address and prepare cases for appeal where the decisions rendered by judiciary create disparity of treatment afforded to IV-D Client, inconsistent with State Law and State policies and procedures, Federal law and regulations , and case law.
  - 5.1.10 Contractor shall prohibit attorneys employed by Contractor's Office in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for Contractor's Office, or the attorney personally, in connection with Contractor's representation of the Department under the terms of this Agreement.
- 5.2 Consultation and Performance Reviews.**
- 5.2.1 Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.

5.2.2 Contractor will be monitored by the Division of Child Support Services. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Within thirty (30) calendar days after receipt of the Department's request for a corrective action plan, Contractor shall provide a written plan to the Department. If a written corrective action plan is not received within the thirty (30) calendar day period, the Department may withhold funding. Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

5.2.3 The Department may conduct a post performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information, as set forth in Section 7.4.2.

5.3 Contractor's Duties. The Contractor shall:

5.3.1 Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of Champaign County, Illinois.

5.3.2 Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of location of absent parent by the Department and enter all court dates into KIDS.

5.3.3 Record in KIDS the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.

5.3.4 Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS to previous.

5.3.5 Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Healthcare and Family Services, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.

5.3.6 Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either

a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the Contractor, or

b. effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.7 Complete actions to establish an order for support regardless of whether or not parentage has been established from the date of service of process within the following time frames:
- (1.) 75 percent in six (6) months;
  - (2.) 90 percent in twelve (12) months.
- 5.3.8 Seek medical insurance coverage for each minor child or each special needs child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
- 5.3.9 Seek entry of orders that provide for immediate income withholding.
- 5.3.10 Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.11 Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.
- 5.3.12 Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS.
- 5.3.13 Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
- 5.3.14 Provide to the Department a copy of all orders and related data sheets within five (5) business days after the legal action.
- 5.3.15 Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.16 Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.17 Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support
- 5.3.18 Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Contractor shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Healthcare and Family Services	Illinois Department of Healthcare and Family Services	Office of the Illinois Attorney General
Jeanette Badrov	Division of Child Support Services	Public Aid Bureau
Office of General Counsel	Yvette Perez-Trevino	500 S. 2nd Street
401 S. Clinton Street, 7th Fl.	Judicial Legal Liaison	Springfield, Illinois 62706
Chicago, Illinois 60607	191 South Gary Avenue	
	Carol Stream, Illinois 60188	

- 5.3.19 Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
- 5.3.20 When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.21 Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports as stipulated in the training in the manual provided by the Dept for KIDS data entry.
- 5.3.22 Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.23 Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.24 Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case
- 5.3.25 Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 5.3.26 Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.
- 5.3.27 **Federal Tax Information.** In performance of this agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
  - 5.3.27.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
  - 5.3.27.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
  - 5.3.27.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - 5.3.27.4 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - 5.3.27.5 The Contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
  - 5.3.27.6 The Contractor will provide evidence, upon request, of compliance with the managerial, operational, and technical controls provided in IRS Publication 1075 (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>).

5.3.27.7 The Agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

**5.4 Department's Duties.** The Department shall:

- 5.4.1 Refer or cause to be referred to Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.
- 5.4.2 Inform Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by Contractor within five (5) business days after receiving said changes and amendments.
- 5.4.3 Provide assistance to Contractor in the preparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.
- 5.4.4 Review all cases referred to Contractor to insure that information is both pertinent and accurate and that documents are complete.
- 5.4.5 Make available to Contractor the services of its State Parent Locator Service.
- 5.4.6 Provide access to IV-D case records of the Department for use by Contractor in performing its duties under this Agreement.
- 5.4.7 Inform Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by Contractor.
- 5.4.8 Monitor on a monthly basis Contractor's performance of and compliance with the duties undertaken in this Agreement.
- 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
- 5.4.10 Furnish, at the request of Contractor, available assistance, information and documents needed by Contractor in order to verify payments, amount of collections, or reduction of claims.

**5.5 Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:

- 5.5.1 Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
- 5.5.2 Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- 5.5.3 Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
- 5.5.4 The Department's Child Support Enforcement Manual.
- 5.5.5 Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
- 5.5.6 Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## **ARTICLE 6 — BILLING AND PAYMENT**

**6.1 Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$286,634. Contractor's budget (Appendix A, Part 1) and Personnel Services Detail (Appendix A, Part 2), as approved by the Department, are set forth in the Appendices and made a part hereof.

**6.2 Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Invoices shall meet the following requirements:

**6.2.1** All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.

**6.2.2** All record keeping shall be in accordance with sound accounting standards.

**6.2.3** Contractor shall sign and submit to the Department reports of actual IV-D related expenditures fifteen (15) calendar days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
509 S. 6th Street, 5th Floor  
Springfield, Illinois 62701

**6.2.4** Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in Appendix A and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Article 6, only those expenses or portions thereof stated in Appendix A are reimbursable. For non-personnel items, Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by Contractor to fulfill the duties of this Agreement.

**6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:

**6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.

**6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.

**6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.

**6.3.4** The parties will make final determination of the necessary expenditures Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by Contractor. The Department will reimburse Contractor for any underpayment of such finally determined expenditures and Contractor shall reimburse the Department for any overpayment.

**6.3.5** Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.

- 6.3.6 Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
- 6.3.7 All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.
- 6.3.8 If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.
- 6.3.9 Prior written approval from the Department's Agreement Manager must be secured by Contractor in order to receive reimbursement for the following:
- a. The cost of new or additional leases or rental agreements for either real or personal property;
  - b. The cost of any non-expendable personal property exceeding \$100.00 in unit cost and having a life expectancy of more than one year. After receiving said request, the Department shall provide a written response within ten (10) business days for electronic data processing (EDP) equipment requests and three (3) business days for non EDP equipment requests. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10 Contractor shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department and for purchasing supplies (i.e., paper, toner, ink cartridges, cleaning kits) for all equipment under this or any Agreement between the parties. All purchases made in regards to this **Article 6.3.10** are reimbursable up to the limit of the entire budget amount found in **Appendix A** of this Agreement.
- 6.3.11 Each local Contractor's Office will be connected to the HFS KIDS system via a Department-provided Child Support data circuit installed to the County facility. Contractor will work with the Department's technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by the Department and the State of Illinois that allow more cost effective connectivity solutions, Contractor will work with the Department's technical staff to allow these solutions to be used for Department-provided connections at Contractor's Office.
- 6.4 **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6. **Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.

## 6.7 State Fiscal Year.

- 6.7.1 Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5th of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5th may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
- 6.7.2 All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
- 6.7.3 It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

## ARTICLE 7 — GENERAL TERMS

- 7.1 **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 **Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 **Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
  - 7.3.1 The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
  - 7.3.2 Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
  - 7.3.3 Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 **Audits and Records.**
  - 7.4.1 **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement (“Authorized Persons”), and Contractor



agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

**7.4.2 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

**7.4.3 Federal Audits of States, Local Government and Non-Profit Organizations.** Contractors that expend \$500,000 or more in federal funds during Contractors' fiscal year are required to meet the provisions of the Federal Office of Management and Budget (OMB) Circular A-133 "Audits of States, Local Government and Non-Profit Organizations". Audits conducted for the purpose of satisfying the A-133 requirements must be completed by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. Contractor shall submit the audit within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period. Failure to meet the requirements contained in this section shall result in the suspension of funding and/or sanctions as prescribed in Subpart B Section 225 of OMB Circular A-133. The auditor's report is to be sent to:

Illinois Department of Healthcare and Family Services  
Division of Finance - A-133 Unit  
2200 Churchill Road  
Springfield, Illinois 62702

The Department may, at its option, provide notice to Contractor that Contractor will be required to submit an A-133 audit report and any related materials. Such notice does not relieve Contractor from its responsibilities to determine the need to obtain an audit required by Circular A-133. Contractor shall comply with the Department's instructions for completing the A-133 audit report and any related materials.

**7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately.

**7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County,

Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

**7.7 Confidentiality.**

**7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

**7.7.2 Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Contractor, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Contractor shall assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.

**7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

**7.9 Fraud and Abuse.** Contractor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor staff, Contractor Subcontractor, Agency employee or Agency contractor. Contractor shall make this report within three days after first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Contractor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes Contractor or its Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person

who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

#### **7.11 Indemnification.**

**7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

**7.11.2** Neither party shall be liable for incidental, special or consequential damages.

**7.11.3** Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

**7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

**7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

**7.14 Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

**7.15 Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

#### **7.16 Purchase of Equipment.**

**7.16.1** In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660, and other State and Federal laws and regulations, Contractor shall transfer to the Department,

upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

- 7.16.2 Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Separate inventory lists shall be kept for EDP equipment and for other equipment, and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:
- a. Description
  - b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
  - c. Acquisition date
  - d. Location and condition of equipment and date information was reported
  - e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:  
Illinois Department of Healthcare and Family Services  
Division of Child Support Services  
Attn: Yvette Perez-Trevino, Agreement Manager  
191 South Gary Avenue  
Carol Stream, Illinois 60188

- 7.17 **Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- 7.17.1 Provisions apply to successive events and transactions;
- 7.17.2 "Or" is not exclusive;
- 7.17.3 References to statutes and rules include subsequent amendments and successors thereto;
- 7.17.4 The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- 7.17.5 If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- 7.17.6 "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- 7.17.7 Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8 Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9 References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering the Child Support Enforcement Program under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

- 7.18 **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

- 7.19 **Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

7.20 **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ARTICLE 8 - CERTIFICATIONS.

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### 8.1 General Warranties of Contractor.

8.1.1 The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.

8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.

8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.

8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.

8.2 **Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*

8.3 **Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:

8.3.1 Proof of payment of past due amounts in full;

8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or

8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.

8.4 **Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

8.5 **Debarment and Suspension.** Contractor shall review the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.

8.6 **Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed Attachment A and certifies, under penalties of perjury, that the information contained thereon is correct.

- 8.7 **Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1 Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and applicable rules in performance under this Contract.
  - 8.7.2 Contractor will provide a drug free workplace, pursuant to the Drug Free Workplace Act (30 ILCS 580).
  - 8.7.3 Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
  - 8.7.4 Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
  - 8.7.5 Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any “discriminatory club” (775 ILCS 25/2).
  - 8.7.6 Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/1 *et seq.*).
  - 8.7.7 Contractor complies with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584/1 *et seq.*).
  - 8.7.8 Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”
  - 8.7.9 In accordance with 30 ILCS 587/1 *et seq.*, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).
  - 8.7.10 If required, Contractor has disclosed on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Agreement. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with Contractor’s obligation under this Agreement. Contractor shall not employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Agreement, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
    - a. the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or

agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

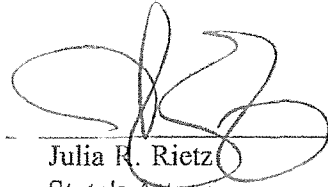
- b. the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
  - c. the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- 8.8 **Licenses and Certificates.** Contractor and Contractor's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 **New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 **Nonsolicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.
- 8.11 **Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.
- 8.12 **Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

THE STATE OF ILLINOIS  
DEPARTMENT OF HEALTHCARE  
AND FAMILY SERVICES

CHAMPAIGN COUNTY, ILLINOIS


By:   
Julie Hamms  
Director


By:   
Julia R. Rietz  
State's Attorney

Date: 6/24/14

Date: 4.16.14

APPROVED:

By:   
Lisa Madigan  
Illinois Attorney General

By:   
Alan Kurtz  
Chairman, Champaign County Board

Date: 5.29.14

Date: 05/23/14



APPENDIX A *Part 1 of 2*  
 CHAMPAIGN COUNTY STATE'S ATTORNEY BUDGET  
 JULY 1, 2014 THROUGH JUNE 30, 2015  
 Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY15 Budget
Personnel Services	
Salaries – Full Time	\$209,143
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$77,491
SUBTOTAL	\$286,634
 Non Personnel Services	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$0
Court Related	\$0
Dues & Licenses	\$0
Education, Conference Fees	\$0
Misc. Administrative Expenses	\$0
Office Equipment	\$0
Office Equipment Maintenance	\$0
Office Supplies	\$0
Postage	\$0
Printing	\$0
Rent	\$0
Service of Process Fees	\$0
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$0
Travel	\$0
Utilities	\$0
SUBTOTAL	\$ 0
TOTAL	\$286,634

APPENDIX A *Part 2 of 2*  
AUTHORIZED POSITIONS – SFY15  
CHAMPAIGN COUNTY STATE’S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State’s Attorney	100%	2
Legal Secretary	100%	2
Receptionist/Legal Secretary	100%	1

Attachment A

Taxpayer Identification Certification

- A. Contractor certifies that:
  - 1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); and
  - 2. Contractor is not subject to backup withholding because:
    - (a) Contractor is exempt from backup withholding, or
    - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, and
  - 3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: **Champaign County State's Attorney**

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN):

or

Employer Identification Number (EIN): **37-6006910**

*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

D. Contractor's Legal Status (check one):

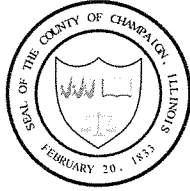
- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input checked="" type="checkbox"/> Governmental               |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation   | <input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

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF CHAMPAIGN COUNTY STATE'S ATTORNEY.

Signature of Authorized Representative

  
Julia R Rietz  
Champaign County State's Attorney

4.16.14  
Date



## ***CHAMPAIGN COUNTY FINANCIAL POLICIES***

### **OPERATING BUDGET POLICIES**

#### **Amending the Budget**

After the adoption of the annual budget, the budget may be amended through a budget amendment or budget transfer.

#### **Budget Amendments -**

- Amendments to the budget require a 2/3<sup>rd</sup> majority vote (15) of the County Board.

#### **Budget Transfers -**

The budget may be amended by transfers in two ways:

- Department heads may authorize transfers between non-personnel budget line items in their department budget as long as they do not exceed the total combined appropriation for these categories; and department heads may transfer from one personnel line item to another personnel line item in their department budget as long as they do not exceed the total combined appropriation for the personnel line items.
- All other transfers require a 2/3<sup>rd</sup> majority vote (15) of the County Board.

#### **Appropriation**

All County funds are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

#### **Balanced Budget**

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

#### **Capital Asset Replacement Fund**

A Capital Asset Replacement Plan includes a multi-year plan for vehicles, computers and technology, and furnishings and office equipment will be updated and prepared for the General Corporate Fund departments in the annual budget process. These expenditures will be appropriately amortized and reserves for replacement will be appropriated to the Capital Asset Replacement Fund.

The Capital Asset Replacement Plan also includes a multi-year plan for the facilities owned and maintained by the County. The County will maintain all its assets at a level adequate to protect the County's capital interest and to minimize future maintenance and replacement costs.

The County will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted and included in the Capital Asset Replacement Fund plan.

The County Administrator is authorized to approve all expenditures from the Capital Asset Replacement Fund in compliance with the multi-year plan and policies established by the County Board. No more than 3% of the total of the General Corporate Fund Appropriation may be appropriated to the Capital Asset Replacement Fund.

### Contingency Fund

A General Corporate Fund contingency appropriation will be designated for emergency purchases during the year. The contingency appropriation goal is 1% of the total anticipated expenditure for the General Corporate Fund. No more than 5% of the total General Corporate Fund Appropriation may be appropriated to the Contingency Fund. Money appropriated in the contingency fund may be used for contingent, incidental, miscellaneous, or general county purposes, but no part of the amounts so appropriated shall be used for purposes for which other appropriations are made in such budget unless a transfer of funds is made with the approval of 2/3 of the members (15) of the County Board.

### Form of the Budget

The final Budget document must include the following, showing specific amounts:

- Statement of financial information including prior year revenue and expenditure totals, and current year and ensuing year revenue and expenditure projections;
- Statement of all moneys in the county treasury unexpended at the termination of the last fiscal year;
- Statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year;
- Any additional information required by state law.

### Fund Structure

Champaign County's budgetary policies are in accordance with generally accepted accounting principles (GAAP). The County's financial structure begins with funds. A fund is a self-balancing accounting entity with revenues and expenditures which are segregated for the purpose of carrying out specific programs in accordance with County policies and certain applicable State and Federal laws.

Each fund has at least one Department Budget, which is a group of expenditures that provide for the accomplishment of a specific program or purpose.

A major fund is a budgeted fund whose revenues or expenditures represent more than 10% of the total appropriated revenues or expenditures.

### Fund Statements

A Fund Statement is presented for each fund, which summarizes past and projected financial activity for the fund as follows:

- Revenues – presented in line item detail within revenue categories;
- Expenditures – presented in line item detail within major categories – e.g., personnel, commodities, services, etc.
- Fund Balance – the actual or estimated funds remaining at the end of the fiscal year.

### Fund Types

All county funds are included in the Annual Budget Document except the fiduciary funds which include two Private Purpose Trust Funds in which the County Engineer acts in a trustee capacity on behalf of townships to use state funding to maintain township roads and township bridges, which resources are not available to support the County's own programs; and Agency Funds whose purpose is to report resources, such as property taxes and circuit court fees and fines, held in a custodial capacity for external individuals, organizations and governments.

***Governmental Funds*** – Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.

- A. **General Fund:** the General Corporate Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another fund. A General Corporate Fund summary is prepared which lists the amount of General Corporate Fund appropriation for all affected departments. The General Corporate Fund is a Major Fund.
- B. **Special Revenue Funds:** Special Revenue Funds are used to account for the proceeds of specific sources that are legally restricted to expenditures for a specific purpose. Currently, the County has four major funds in Special Revenue Funds: the Mental Health Fund; the Developmental Disability Fund; the Illinois Municipal Retirement Fund; and the Regional Planning Commission Fund. Special Revenue Funds also include 44 non-major funds.
  - a. **Debt Service Fund:** Included in the Special Revenue Funds are Debt Service Funds utilized to account for the payment of interest, principal and related costs on the County's general long-term debt. The County has three debt services funds: one for the repayment of the bonds issued for the construction of the Satellite Jail and remodeling of the Downtown

Correctional Center; and one for the repayment of bonds issued for the construction of the Nursing Home Facility; and one for the repayment of bonds issued for the construction of the Highway Fleet Maintenance Facility. (In addition to Debt Service Funds, the County also has three debt service budgets included in other funds as appropriation based on the purpose of the fund.)

- b. **Capital Projects Funds:** Also included in Special Revenue Funds are Capital Project Funds used to account for all expenditures and revenues associated with the acquisition, construction or maintenance of major facilities that are not financed through proprietary funds or funds being held for other governments. The County has one capital project fund budgeted in FY2015 – the Courts Complex Construction Fund.

*Proprietary Funds* – Proprietary Funds account for certain “business-type” activities of governments that are operated so that costs incurred can be recovered by charging fees to the specific users of these services.

- A. **Enterprise Fund:** An enterprise fund is used to account for operations that are financed primarily by User charges. The Nursing Home Fund is a Major Fund, and is the only enterprise fund in Champaign County.
- B. **Internal Services Funds:** An Internal Service Fund is established to account for the financing of goods and services provided to the County and other agencies on a cost reimbursement basis. The activities of the Self-Funded Insurance Fund and Employee Health Insurance Fund are budgeted and appropriated through the use of Internal Service Funds.

## REVENUE POLICIES

### Sources of Revenue

The County will try to maintain a diversified and stable revenue system to shelter it from unforeseeable short-run fluctuations in any one-revenue source.

The County will estimate its annual revenues by an objective, analytical process, wherever practical. The County will project revenues for the next year and will update the projection annually. Each existing and potential revenue source will be re-examined annually.

### One-Time Revenues

To the extent feasible, one-time revenues will be applied toward one-time expenditures; they will not be used to finance ongoing programs. Ongoing revenues should be equal to or exceed ongoing expenditures.

### Grants

The Champaign County Board supports efforts to pursue grant revenues to provide or enhance County mandated and non-mandated services and capital needs. Activities

which are, or will be, recurring shall be initiated with grant funds only if one of the following conditions are met: (a) the activity or service can be terminated in the event the grant revenues are discontinued; or (b) the activity should, or could be, assumed by the County (or specific fund) general and recurring operating funds. Departments are encouraged to seek additional sources of revenue to support the services prior to expiration of grant funding. Grant approval shall be subject to the terms and conditions of Champaign County Ordinance Number 635.

### Financial Reserves and Surplus

On an annual basis, the fund balance for each fund shall be reviewed, and projections of reserve requirements and a plan for the use of an excess surplus shall be documented. The minimum fund balance requirement for the General Corporate Fund is a 45-day or 12.5% of expenditure fund balance for cash flow purposes. Instances where an ending audited fund balance is below the 45-day minimum requirement, a plan will be developed to increase the fund balance.

It is the intent of the County to use all surpluses generated to accomplish three goals: meeting reserve policies, avoidance of future debt and reduction of outstanding debt.

### Property Tax

The property tax rates for each levy shall be calculated in accordance with the Property Tax Extension Limitation Law.

### User Fees

The County charges user fees for items and services, which benefit a specific user more than the general public. State law or an indirect cost study determines the parameters for user fees. The County shall review all fees assessed in its annual budget preparation process to determine the appropriate level of fees for services and recommend any proposed changes to the fees collected to be implemented in the ensuing budget year.

## ACCOUNTING POLICIES

### Accounting/Auditing

State statutes require an annual audit by independent certified public accountants. A comprehensive annual financial report shall be prepared to the standards set by the government finance Officers Association (GFOA).

The County follows Generally Accepted Accounting Principles (GAAP).

The County uses an accounts receivable system to accrue revenues when they are measurable for governmental fund types. Departments should bill appropriate parties for amounts owed to Champaign County, review aging reports, complete follow-up information about the account, and monitor all accounts receivables.



### DEBT MANAGEMENT POLICIES

When applicable, the County shall review its outstanding debt for the purpose of determining if the financial marketplace will afford the County the opportunity to refund an issue and lessen its debt service costs. In order to consider the possible refunding of an issue a Present Value savings of three percent over the life of the respective issue, at a minimum, must be attainable.

The County will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.

When the county finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the estimated useful life of the project.

The County will strive to have the final maturity of general obligation bonds at, or below, thirty years.

Whenever possible, the County will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds, so those benefiting from the improvements will bear all or part of the cost of the project financed.

The County will not use long-term debt for current operations.

The County will maintain good communications with bond rating agencies regarding its financial condition. The County will follow a policy of full disclosure on every financial report and borrowing prospectus.

### FIXED ASSETS

The County maintains a fixed asset inventory of furniture, equipment, buildings, and improvements with a value of greater than \$5,000 and a useful life of one year or more.

### ENCUMBRANCE

An encumbrance system is maintained to account for commitments resulting from purchase orders and contracts. Every effort will be made to ensure that these commitments will not extend from one fiscal year to the next. Any emergency encumbrances, which do extend into the next fiscal year, shall be subject to appropriation in the next year's budget. Encumbrances at year - end do not constitute expenditures or liabilities in the financial statements for budgeting purposes.

### FISCAL YEAR

The County's fiscal year is January 1<sup>st</sup> through December 31<sup>st</sup>.

**INVESTMENT**

The County Treasurer is responsible for the investing of all Champaign County funds. With County Board approval, the Treasurer may make a short term loan of idle monies from one fund to another, subject to the following criteria:

- a. Such loan does not conflict with any restrictions on use of the source fund;
- b. Such loan is to be repaid to the source fund, with interest, within the current fiscal year.

**PURCHASING**

All items with an expected value of \$30,000 or more must be competitively bid with exceptions for professional services (other than engineering, architectural or land surveying services). Additional competitive bid requirements may apply by statute or as a condition of using funds from an outside source. All purchases over the respective limit of \$30,000, which require the use of either formal bids or requests for proposals, must be approved by the full Champaign County Board. The Champaign County Purchasing Ordinance establishes the procedures to be followed in all purchasing activities.

**RISK MANAGEMENT**

The County established a self-funded insurance program for workers compensation and liability. To forecast expenditures, the county hires an actuarial consulting firm to review loss history and recommend funding taking into consideration claims, fixed costs, fund reserves, and national trends. The County strives to maintain the actuary recommended fund balance.

**SALARY ADMINISTRATION**

The County Administrator is responsible for computing salaries and fringe benefits costs for all departments. Increases for non-bargaining employees, as defined in the Personnel Policy, will be established by the Finance Committee at the beginning of the budget cycle and forwarded to the County Board for inclusion in the annual budget.

**RESOLUTION NO.**

**RESOLUTION ADOPTING THE CHAMPAIGN COUNTY FINANCIAL POLICIES**

**WHEREAS**, the Champaign County Board has adopted its financial policies with Resolution No. 8874 on May 22, 2014; and

**WHEREAS**, the Champaign County Board has identified the need to amend its financial policies as documented in the Attachment to this Resolution;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County that the Financial Policies as documented in the Attachment to this Resolution are hereby approved; and

**BE IT FURTHER RESOLVED** by the County Board of Champaign County that Resolution No. 8874 is hereby rescinded.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 21<sup>st</sup> day of May, A.D. 2015.

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Patti Petrie, Chair  
Champaign County Board

ATTEST:

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Gordy Hulten, Champaign County Clerk and  
*Ex-Officio* Clerk of the County Board

RESOLUTION NO.

RESOLUTION ESTABLISHING THE BUDGET PROCESS for FY2016

WHEREAS, the Champaign County Board determines it appropriate to establish a formal process for the compilation, presentation, approval and execution of the annual budget; and

WHEREAS, based on the anticipated receipt of revenues and expenditure appropriations for FY2015 and the need for careful study of both revenues and expenditures for FY2016, the Finance Committee recommends guidelines and policies for the process and development of the FY2016 annual budget;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County, Illinois, that the following guidelines are hereby adopted and shall be adhered to by the County Administrator and Champaign County departments in the submission, review, preparation, and implementation of the FY2016 Budget:

Budget Development Process

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

The FY2016 budget development process schedule is established as follows:

June 10, 2015	Budget Instruction and Training Seminar for Department Budget Preparers
June 10, 2015	Instructions for FY2016 Budget Submission sent to outside agencies
July 10, 2015	FY2016 Budgets DUE from Departments
July 13-31, 2015	Department Budget Reviews with County Administrator
August 3-14, 2015	Tax Revenues & Other Revenue Estimates Confirmation
August 20, 2015	Preliminary Budget Documents submitted to County Board Members
August 24-26, 2015	6:00pm each evening – Legislative Budget Hearings before the County Board
September 8, 2015	County Administrator Report to Finance Committee of FY2016 Budget Overview and Decision Points for Committee Direction
September 22, 2015	County Board Public Hearing on FY2016 Budget Decisions

September 29, 2015	Special Finance Committee of the Whole Meeting to Provide Final Direction to Administrator Regarding FY2016 Tentative Budget
October 13, 2015	Administrator FY2016 Tentative Budget Recommendation presented to Finance Committee to be forwarded to County Board
October 22, 2015	County Board Truth in Taxation Public Hearing ( <i>if required</i> )
October 22, 2015	County Board – Receive & Place on File FY2016 Tentative Budget Recommendation
November 10, 2015	Finance Committee approval of Final FY2016 Budget
November 19, 2015	County Board approves Final FY2016 Budget & FY2016 Tax Levy Ordinance

### Fiscal Year

The County's fiscal year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> each year.

### General Corporate Fund Budget Requests

General Corporate Fund Departments Budgets are to be prepared as follows:

- a. The overall FY2016 budget for each department is to be submitted with a total 4% savings over the original FY2015 budget for that department. The reduction in expenditure can be from any expenditure category, as long as the total sum is equal to 4%. Departments are encouraged to work together to generate system-wide savings that have varying impacts on individual department budgets, but still result in overall 4% reduction over that group of budgets.
- b. Include department operation analysis and planning documentation to include alignment to County Board Strategic Plan, and department objectives and performance indicators.
- c. Revenue lines - Document, evaluate and project revenues for department with the inclusion of recommendation for fee increases or modifications of revenue structure proposed, if warranted.
- d. Non-personnel expenditure lines - To be prepared with incorporation of changes as noted in Item a.
- e. Personnel expenditure lines – Administrative Services Salary Administration staff will enter salary information based upon negotiated labor contracts, County Board direction for non-bargaining salary administration, and direction from department heads regarding any changes required for the 4% budget reduction.
- f. Documentation of Optimal Operation – Departments are to submit an Optimal Operation Budget Statement which includes any expenditure items not included in the FY2016 budget submittal, which are required for the optimal operation of the department.

### Non-General Corporate Fund Budget Requests

All non-General Corporate Fund Budgets are to be prepared as follows:

- a. FY2016 budget to be presented within the County Board's definition of balanced budget;
- b. To include fund balance information including goal statements and explanation for any variance in ending fund balance;
- c. Documentation and analysis of operations, expenditures and revenues; and strategic planning information regarding FY2016 including alignment with County Board Strategic Plan, and specific fund objectives and anticipated performance indicators;

### Capital Asset Replacement Fund

The County Board directs that the Capital Asset Replacement Fund be presented with two options:

1. Re-establishment of full funding for future reserve for all items currently included and covered by the Fund, and with continuing phase-in funding for facilities deferred maintenance and capital replacement projects as recommended by the County Facilities Committee to be incorporated in the FY2016 Budget; and
2. Funding of items scheduled for replacement in FY2016 only, with no appropriation of reserve for future replacement schedules, and continuing phase-in funding for facilities deferred maintenance and capital replacement projects at a status quo level of funding with the FY2015 appropriation.

### Contingency Fund

The County Board directs that the FY2016 Contingency line item be appropriated at 0.5% of the total General Corporate Fund FY2016 appropriation.

### Property Tax Revenue

The County Board directs the preparation of the property tax revenue for FY2016 be calculated in accordance with the Property Tax Extension Limitation Law, as established in the County Board Financial Policies.

### Form of the Budget

The final Budget document must include the following, showing specific amounts:

- Statement of financial information including prior year revenue and expenditure totals, and current year and ensuing year revenue and expenditure projections;
- Statement of all moneys in the county treasury unexpended at the termination of the last fiscal year;
- Statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year;
- Any additional information required by state law.

Financial Policies

The final Budget shall further be prepared in acknowledgement of the Champaign County Board Financial Policies, as documented in Attachment A of this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21<sup>st</sup> day of May A.D.  
2015.

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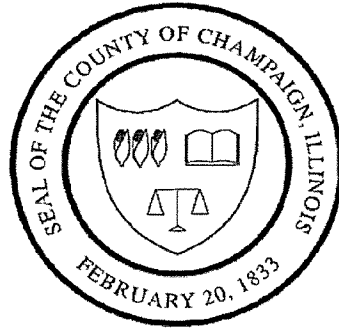
Pattsi Petrie, Chair  
Champaign County Board

ATTEST:

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Gordy Hulten, County Clerk and  
Ex-Officio Clerk of the County Board

# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES



**REQUEST FOR PROPOSAL: 2015-005**

**FOOD & BEVERAGE VENDING MACHINE SERVICE**

**Sealed Proposal Due Date: Friday, June 5, 2015 – 10:30 a.m.**



**REQUEST FOR PROPOSAL: 2015-005  
FOOD and BEVERAGE VENDING MACHINE SERVICES**

May 13, 2015

On behalf of the County Board, I invite you to furnish a proposal in accordance with the General Requirements and Submittal Request requirements as documented herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. Electronic version of these documents is also available at the Administrative Services Department Page on the County Web Site at [www.co.champaign.il.us](http://www.co.champaign.il.us).

**Sealed Proposals:** All technical proposals are to be submitted as outlined. To be considered for the award of contract, vendors will deliver one (1) original and four (4) hard copies, and one electronic copy on CD, to the following address:

Champaign County Administrative Services  
Brookens Administrative Center  
1776 East Washington Street  
Attn.: Debra Busey, County Administrator  
Urbana, Illinois 61802

**By 10:30am on Friday, June 5, 2015.**

**All proposals shall be delivered in a sealed envelope clearly marked “SEALED PROPOSAL – RFP 2015-005 – Food, & Beverage Vending Machine Services”**

**The proposal shall include the entire response to this Request for Proposal document and any amendments which may subsequently be issued.**

**Proposals received after the above stated time will be considered a late quote and will not be accepted.**

Please direct questions regarding the proposal package to Tami Ogden, Executive Assistant to the County Administrator, at 217-384-3776 or [togden@co.champaign.il.us](mailto:togden@co.champaign.il.us).

Sincerely,

Debra Busey  
County Administrator

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<b>I. INTRODUCTION</b>
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The Champaign County Board hereby solicits a proposal for furnishing all equipment, materials, supplies, and labor to provide for the supply and service of vending machines for food, snacks, and non-alcoholic beverages to serve staff and visitors at various locations throughout the County.

The county is looking for a contractor who will provide such services and be willing to share in the profits from the venture.

This is a Request for Proposal, and as such, the County Board reserves the right to clarify, negotiate, and correct errors that are noted during this process.

Throughout the term of the resultant contract, the County Board reserves the right to increase or decrease the number of vending machines at each site, services requested, and/or to expand the services to other Champaign County Office sites. Such changes to the contract, or additional contracts, shall be at the same pro rata prices, terms, and conditions provided herein.

- Definitions:**
- “**County**” - is the Champaign County Board, Champaign County, Illinois
  - “**Proposer**” - The terms “vendor”, “concessionaire”, “contractor”, “seller”, “supplier”, “offeror” are used interchangeably herein and refer to the same entity, the provider of goods and services to the County.

**Purpose of Proposal:**

The purpose of this Request for Proposal (RFP) is to invite businesses who meet the qualifications to submit proposals to supply, install and service vending machines within the buildings owned and operated by the Champaign County Board as documented in Attachment A.

1. **PROJECT BACKGROUND** - Champaign County has vending machines in various buildings throughout the county that are filled/serviced by one vendor. Attachment A will provide you a list of all the buildings, and what vending machines are currently in the building. Attachment B lists the current pricing for our products in each machine. Champaign County would like to offer products at reasonable prices to its employees as well as receive a commission to be received by the County from the vendor.
2. **PROJECT SCHEDULE** - The following project timetable should be used as a working guide for planning purposes. Champaign County reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date/Time</u>
RFP 2015-005 Issued	Wednesday, May 13, 2015
Pre-Proposal Meeting (Mandatory)	Wednesday, May 20, 2015 – 10:00am
Deadline for Submittal of Questions	Wednesday, May 27, 2015
Addendum Issued	Friday, May 29, 2015
Proposals Due	Friday, June 5, 2015 – 10:30am
Award of Contract	Thursday, June 18, 2015
Begin to Provide Service	Wednesday, July 1, 2015

## **II. GENERAL REQUIREMENTS**

1. **CONTRACT PERIOD:** The contract period shall commence approximately **Wednesday, July 1, 2015** through **June 30, 2018** (a thirty-six (36) month term). The County Board, at its sole option, reserves the right to extend the contract for an additional twenty-four (24) months in two (2) twelve- (12) month increments. The County will notify the contractor at least sixty (60) days prior to the contract end of its decision to extend or forego the additional extension period. In the event the above option is not exercised and additional time is required by the County to initiate a new contract, Contractor agrees to continue providing services to the County on a month-to-month basis for a period not to exceed six (6) months at the same prices, terms and conditions of the original contract.
2. **PRE-PROPOSAL MEETING & TOUR:** A mandatory pre-proposal meeting and facility tour will be conducted beginning at **10:00am, Wednesday, May 20, 2015**. The tour will begin at the Brookens Administrative Center, Lyle Shields Meeting Room, 1776 East Washington Street, Urbana, Illinois. Interested Proposers will meet and discuss this project with key County officials.
3. **USAGE:** Vending machine locations by type of machines are listed on Attachment A.
4. **PRICING and COMMISSION**
  - a. **Commission Structure:** The commission structure rate will be substantiated in the contract as basis for award.
  - b. **Price Adjustments:** The County Administrator must approve any price adjustment prior to its effective date and will only approve upon the showing of a substantial change in the cost of new materials or products.
  - c. **Monthly Commission Payments.** The Contractor shall pay commissions within twenty-one (21) days following the end of each reporting period (calendar month unless otherwise stated). For example, for a sales report for the month of October (on November 1<sup>st</sup>), a total commission must be paid to Champaign County by November 21<sup>st</sup>.
    - i. Contractor shall issue a check payable to “Champaign County”, sent to County Administrator, Brookens Administrative Center, 1776 East Washington, Urbana, IL 61802.
    - ii. Commission check shall be accompanied by a statement showing sales and commissions for each food/beverage category for each machine for each location associated with the account.
    - iii. Commission payments should be accompanied by gross sales information/report per machine per location.
    - iv. The County reserves the right to audit the contractor’s books and collected vending revenues at any time in order to verify sales volumes.
5. **SPECIFICATIONS**
  - a. **SCOPE OF WORK:** Contractor will install and manage vending machines at various Champaign County facilities and locations. It shall be the Contractor’s responsibility to operate a vending machine business at optimum professional and food safety standards and to provide high quality products at all times. Contractor shall ensure that machines are in good operating condition at all times, which includes maintenance, servicing, temperature monitoring and the replenishment of items dispensed by the machines. Contractor will install the following types of vending machines:

- i. **Cold Drink**
- ii. **Coffee/Hot Drinks**
- iii. **Snack (non-perishable)**
- iv. **Cold Food (perishable)**

b. **EQUIPMENT**

- i. **Installation:** Contractor will provide a machine implementation schedule to be operational on July 1, 2015 at all locations. Equipment must be suitable to operate with the existing physical plant, layout, utility and outlet locations to avoid blow-outs of utilities.
- ii. **Model:** The vending equipment shall be a modern, unused model in good operating condition. The equipment shall be attractive, functional, and resistant to rough usage. The vending services equipment shall be free-standing and provide for easy access. All vending machines must provide options for payment by electronic debit/credit card, coins and be equipped with a bill validator in order to accept bills.
- iii. **Ownership:** The vending equipment will be owned throughout the contract period by the awarded Vendor. There shall be no charge to Champaign County for the adding or removal of vending machines. Removal of equipment upon contract termination, including restoring the location to pre-installation condition, is the responsibility of the Contractor.
- iv. **Energy Rating:** The installed vending equipment is required to be energy efficient with “Energy Star” designation or its equivalent or equipped with an energy miser.

c. **SERVICE**

- i. **Repairs:** Contractor shall provide machine maintenance and repair service between the hours of 8:00am and 4:30pm – Monday through Friday. Service technician shall arrive promptly at the site of any machine reported as malfunctioning within twenty-four (24) hours of malfunction notification.
- ii. **Customer Refunds:** Each machine will be clearly marked with the Vendor’s name, address and phone number for requests for repairs and refunds. In addition, the contractor shall reimburse the County for cash refunds the County has paid to customers, due to empty, jammed or otherwise inoperable machines.
- iii. **Staffing and Background Security Checks:** Prior to providing services under this contract, the Contractor shall provide to the County Administrator a list of all personnel who will be accessing County facilities on this project. The County understands that personnel changes are a part of everyday business operation. Therefore, the inclusive list shall also contain personnel who will have access to cover vacations and sick leave. The names will be forwarded to the Champaign County Sheriff for review. Any individual failing a background screening or not on the approved roster will not be allowed access to the county’s facilities. The Office of the Sheriff and County Administrator shall be notified immediately of deletions/additions to the approved personnel list. Failure to comply with this requirement will be sufficient grounds for contract termination by the County.
- iv. **Uniform/Photo ID:** Contractor personnel will wear firm’s uniforms and display photo identification.
- v. **Service Schedule:** Contractor will fill machines twice per week or more often as needed. Deliveries and restocking of machines must be scheduled by Contractor to not occur or interfere with County Office Hours start and closing times.

- vi. **Cleaning and Sanitizing:** Contractor shall be responsible for establishing a regular schedule for cleaning and sanitizing vending equipment.

**d. VENDING ITEMS**

- i. **Container/Packaging Approval:** Due to security concerns, the Champaign County Sheriff shall have final approval on food/drink containers, packaging, delivery schedule, and delivery process.
- ii. **Vending Offerings:** Contractor is to provide its mix of carbonated soft drinks, iced teas, 100% fruit juice, fruit based drinks, flavored water, bottled water, sports drinks and flavored milks, salads, packaged sandwiches, desserts, candy, coffee, snacks, gum, cookies, etc. Contractor shall maintain a product balance of 30% low fat/low carb product in all vending machines. Merchandise, food products, and beverages shall consist predominantly of popular, national, well-accepted brands. Pepsi-Cola and Coca-Cola brand beverages are to be used in soda machines. Offered products will have a proven sales record in the private market place prior to vending. Contractor shall inform the County of any products that were removed from machines as a result of a food or product recall by the manufacturer or the appropriate government agency such as the Food and Drug Administration.

6. **GENERAL CONDITIONS** – The terms and conditions outlined in this RFP will apply to any resulting contract.

**a. PRODUCT LIABILITY INDEMNITY PROVISION**

- i. Contractor shall fully indemnify, defend, and hold harmless the County from and against any and all claims, actions, and liability, for injury, death and property damage, arising out of the dispensing or use of any of the Contractor's product provided under authorized county direction. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save County harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the contractor.
- ii. The County agrees to provide Contractor with prompt notice of any such claims and to permit Contractor to defend any claim or suit, and that it will cooperate fully in such defense.

- b. **RECORD KEEPING and AUDITING** – The contractor's records which shall include, but not be limited to, accounting records, written policies and procedures, files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Contractor shall preserve all such records for a period of three years after the final payment, unless permission to destroy them is granted by the County, or for such longer period as may be required by law. Information regarding the contractor's operations obtained during audits will be kept confidential.

- c. **SUB-CONTRACTING** – No sub-contractor shall be used.

d. **RELATION of PARTIES** – Contractor is an independent contractor, and no agency or employment relationship shall be created by any contract with the County.

e. **INSURANCE**

- i. **Binders, Certificates of Endorsements/Endorsements/Coverage Verification:** All vendors submitting bids must provide binders or a certificate of insurance and policy endorsement. Insurance coverage must be placed with an insurance provider with at least an A rating according to Best's Insurance Reports. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Champaign County reserves the right to require complete, certified copies of all required insurance policies at any time.
- ii. **Adjustment to Insurance Policy:** Each insurance policy required by this clause shall be endorsed to County that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after twenty (20) days prior written notice by certified mail, return receipt requested, has been given to Champaign County.
- iii. **Minimum Limits of Insurance:** Vendors shall maintain each category of insurance and its corresponding minimums as follows?.
- iv. **Broad Form Comprehensive General Liability:** \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. Contractual Liability Broad Form Property Damage, Products and Completed Operations Liability Insurance is to be carried in sufficient aggregate value as to sufficiently cover this project. Policies are to contain the following provisions:
  - a. **Champaign County,** its officials and employees are to be covered as insureds with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or all automobiles utilized by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Champaign County and its officials.
  - b. **Automobile Liability Insurance:** Code 1 coverage is required. \$1 million combined single limit per accident for bodily injury and property damage.
  - c. **Worker's Compensation and Employers Liability Coverage:** As required by the State of Illinois. The insurer shall agree to waive all right of subrogation against Champaign County, its officials and employees for losses arising from work performed by the Contractor for Champaign County.

f. **TERMINATION of CONTRACT**

- i. **Convenience.** The County reserves the right to terminate the Contract in whole or in part at any time when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, and minimize all further costs to the County. In the event of termination under this provision, all documents, data and reports prepared by the Contractor under the contract shall become the property of and delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation

shall be the Contractor's sole remedy against the county in the event of termination under this provision.

- ii. **Default.** The County reserves the right to terminate the contract in whole or in part due to the failure of the contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The County shall provide written notice of the termination and the reasons for it to the contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the County. The County may, upon termination of the contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the contract. The Contractor shall be liable to the County for any excess costs incurred by the County in re-procuring the materials or services.
  
- g. **PROPRIETARY INFORMATION** – If the Proposer needs to submit proprietary information with the proposal, the Proposer shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Such designation shall not affect the County's right of use. However, the County will, in good faith, honor any Proposer trade secrets or other proprietary data contained in the proposal documents that is clearly designated and conspicuously labeled as proprietary. To the extent the County concurs that the information is proprietary, such information shall be maintained as confidential in accordance with the limitations of Illinois or Federal law. Pricing information cannot be considered proprietary. The County shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled.
  
- h. **COLLUSION/CONFLICT of INTEREST PROHIBITED** – Proposer collusion with other Proposers or employees thereof, or with any employee of the county, is prohibited and may result in Provider disqualification and/or cancellation of award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in Proposer disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability to the County.
  
- i. **PREVAILING WAGE ACT** – The Contractor must pay applicable prevailing wages as dictated by the Champaign County Prevailing Wage Ordinance Number 866 during the term of this contract.
  
- j. **LAW GOVERNING** – All State of Illinois and/or Federal Laws shall be specifically made a part of any contract. Jurisdiction and venue shall be exclusively with the Sixth Judicial Circuit, Champaign County, Illinois.

<b>III. INSTRUCTIONS TO PROPOSERS</b>
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1. Responsive Proposals shall meet or exceed all conditions specified herein.
2. Required Information and Data shall be furnished as requested. As a condition of participation in this Request for Proposal your proposal response must be valid for 120 days from the Request for



- Proposal closing date. The Proposer certifies that the prices, commissions, and terms specified in the Proposal Response represent the most favorable that will be offered for any Champaign County location.
3. Caution to Proposers: Proposer is cautioned not to delete or make changes in provisions, terms or specifications/agreements of this request for proposal, as such changes may render your proposal non-responsive.
  4. Proposal Withdrawal or Modification of Proposals: Proposals may be withdrawn or modified by a written, faxed or emailed request from Proposer up to the time specified for Sealed Proposals to be due. Champaign County may, by written notice to all Proposers, revise or amend the Request for Proposal prior to the due date for proposals. If, in the opinion of the County, the revision(s) or amendment(s) will require changes in the proposal responses, the due date may be extended to all participants.
  5. Questions relating to the interpretation of the proposal documents may be directed to:  
Champaign County Administrative Services  
Brookens Administrative Center  
1776 East Washington  
Urbana, IL 61802  
Attn: Tami Ogden  
Ph: (217) 384-3776; FAX: (217)384-3896  
e-mail: [togden@co.champaign.il.us](mailto:togden@co.champaign.il.us)
  6. An Addendum documenting all questions and answers presented during the course of this RFP process, in addition to any other clarification regarding the RFP, will be posted one week before the RFP due date on May 29, 2015. Proposers must document in their RFP response acknowledgement of the Addendum and any additional instructions resulting from it.

<b>IV. EVALUATION FACTORS &amp; BASIS OF AWARD</b>
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1. **Proposal Evaluation** – While the County is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County at its sole discretion may elect to interview all or some or none of the companies during the selection process. Submission of a proposal confers no rights to the Proposer to a selection or to a subsequent contract. This RFP process is for the County’s benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County’s discretion and shall be made to favor the County. The evaluation committee shall rank the Proposers based on their written proposals based upon the following criteria in no particular order?:

**Cost of Product & Commission Percent Paid to County**  
**Varied Product Offerings**  
**Quality Standards in Services**  
**Types of Vending Machines**  
**References**

If the County terminates a contract because of the other party’s breach within ninety (90) days of the effective date of the contract, the County may award the balance of the contract period to the next highest scoring Proposer considered responsive to this RFP.

2. **Reference checks** – Proposer must have satisfactory reference checks or satisfactory past performance to qualify for a contract. Proposers who have not furnished similar goods or services to the County in the last three (3) years shall furnish a minimum of four (4) references. Provide name, address, telephone number, email address, and full contact name for each reference given. An unsatisfactory response from one (1) source may result in rejection of Proposer’s proposal or offer without further consideration. Proposer must give reference contacts permission to speak with a representative of the County to verify services rendered.

References should be able to discuss the Proposer’s performance in the regular and timely restocking of machines, freshness of products, cleanliness of machines, prompt repair or replacement of malfunctioning machines, promptness and accuracy of reports and commission checks, ability to generate detailed commission reports by machine and location, and prompt refund of customers’ money when machine malfunctions.

3. **Selection of Proposals** - Champaign County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Champaign County may consider. The County does not intend to award a contract only on the basis of any response made to the proposal.

The County reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal response.

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor’s ability to meet the requirements of this RFP.

<b>V. SUBMITTAL REQUEST</b>
-----------------------------

**Please submit Proposal for Food & Beverage Vending Services to:**

**Debra Busey, County Administrator  
Brookens Administrative Center  
1776 East Washington Street  
Urbana, IL 61802**

**1. COMPANY INFORMATION**

- a. Company name/address/telephone/fax numbers/e-mail address
- b. Identify name, address, telephone and e-mail of key team members and what role they will play.
- c. Identify the key contact person and sign that he/she has read this RFP on Proposal Certification Form – Attachment D
- d. Provide details on staffing/management structure
- e. Provide your company’s mission statement
- f. Provide narrative and description of relevant comparable vending contracts

**2. FINANCIAL/LEGAL INFORMATION**

- a. Provide evidence of financial resources with a minimum of two (2) financial references (Attachment C), and previous two (2) years of audited financial statements.
- b. Provide insurance coverage certification.
- c. Provide statement of current pending legal actions relating to current or past projects.
- d. Provide a start-up plan – installation of vending machines and replenishment schedule.

**3. MARKETING and CUSTOMER SERVICE PLAN**

- a. Provide a marketing plan for promoting vending.
- b. Describe your philosophy as it relates to customer service in your profession and provide methods for managing customer service.
- c. How will business opportunities for local, small, socially and economically disadvantaged, and women owned businesses be provided for vending operations?

**4. PRODUCT and PRICING**

- a. Enclose copy of your current price list.
- b. Enclose copy of your current product list which shows each item by its registered trademark name, net weight, and manufacturer's name.
- c. Enclose copy of your proposed product line and pricing for each category listed as well as other offerings you are capable of supporting.
- d. Document the revenue sharing proposal through commission to be paid to the County.

**5. EQUIPMENT**

- a. Enclose copy of manufacturer cut sheets of the vending machines.
- b. Enclose photos of machine types that are available.

**6. REFERENCES** – As requested in Part IV – Section 2 of this RFP, Proposers who have not furnished similar goods or services to the County during the last three (3) years shall furnish a minimum of four (4) references. Provide name, address, telephone number, email address, and full contact name for each reference given. (Use Attachment C “References Form”)

**7. CONTRACT** – Proposer shall furnish a proposed form of contract, incorporating the terms and conditions of this RFP, with their Submittal Request.

ATTACHMENT A

**CURRENT VENDING MACHINES & LOCATIONS - 31 MACHINES – 9 LOCATIONS**

1. **Satellite Jail, 502 S. Lierman Avenue, Urbana, IL**
  - a. Snack in Break Room
  - b. Cold Drink (includes milk) in Break Room
  - c. Sandwich in Break Room
2. **Downtown Jail, 204 E. Main Street, Urbana, IL**
  - a. Cold Drink
  - b. Snack
  - c. Cold Drink
3. **Courthouse, 101 E. Main Street, Urbana, IL**
  - a. Coffee/Hot Drinks – First Floor
  - b. Snack – First Floor
  - c. Cold Drink – First Floor
  - d. Cold Drink – First Floor
  - e. Cold Drink – Second Floor
  - f. Cold Drink – Second Floor
  - g. Snack – Second Floor
  - h. Sandwich/Food
4. **Brookens Administrative Center, 1776 East Washington, Urbana, IL**
  - a. Cold Drink – South Entrance
  - b. Cold Drink – South Entrance
  - c. Snack – South Entrance
  - d. Cold Drink – Northeast Entrance
  - e. Sandwich/Food (includes milk) - Northeast Entrance
  - f. Snack - Northeast Entrance
5. **Highway/Fleet Maintenance Facility, 1605 E. Main Street, Urbana, IL**
  - a. Cold Drink
  - b. Snack
6. **Coroner/Storage Facility, 202 Art Bartell Drive, Urbana, IL**
  - a. Cold Drink
7. **METCAD, 1905 E. Main Street, Urbana, IL**
  - a. Cold Drink
  - b. Snack
8. **Juvenile Detention Center, 400 S. Art Bartell Drive, Urbana, IL**
  - a. Cold Drink
  - b. Snack
9. **Champaign County Nursing Home, 500 S. Art Bartell Drive, Urbana, IL**
  - a. Cold Drink – 12 oz. cans – Staff Break Room
  - b. Cold Drink – 12 oz. bottles – Staff Break Room
  - c. Sandwich – Staff Break Room
  - d. Snacks – Staff Break Room

**ATTACHMENT B - CURRENT PRICE LISTING**

<b>DESCRIPTION</b>	<b>Unit Price</b>	
<b>BEVERAGES</b>		
20 oz. bottles	\$1.25-\$1.50	Carbonated soft drinks, Gatorade, water, juice and tea
12 oz. cans	\$0.75	Carbonated soft drinks
8 oz. Coffee	\$0.50	
Energy Drink	\$2.00	
<b>SNACKS (non-perishable)</b>		
Large chips	\$1.00	
Small chips	\$0.75	
Pastries	\$1.25	
Peanuts & Crackers	\$0.75-\$1.00	
Candies	\$1.00	
Pop-Tarts	\$1.25	
Cookies	\$0.85	
Gum	\$0.75	
<b>SNACKS (perishable)</b>		
Sandwiches	\$1.50-\$2.50	
Milk	\$1.50	

**ATTACHMENT C – PROPOSER REFERENCES**

**REFERENCES:**

**NAME OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*Proposers must provide references, as required by Champaign County RFP2015-005, using the form below. Up to six copies of this form may be required to provide the references requested pursuant to the instructions in the RFP.*

Reference Number \_\_\_\_\_:

Customer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_ eMail: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Contract Period: from \_\_\_\_\_ to \_\_\_\_\_

Description of services (include size of area)

Permission given by Reference/Customer to speak to Champaign County regarding Contractor's contract performance and vending services.

Yes  No

***Proposer MUST SUBMIT the completed reference sheets in bid response.***

**ATTACHMENT D**

**PROPOSER CERTIFICATION**

The undersigned, as Authorized Proposer, certifies that the only persons or parties interested in this Request for Submittal as principals are those named herein; that this Submittal is made without collusion with any other person, firm, or corporation; and in submitting a Response to this Request, Proposer has examined instructions, specifications, and terms and conditions of the Request. The undersigned proposes and agrees to execute and fully perform in accordance with the instructions, specifications, and terms and conditions of this Request for Submittal.

As a supplier of goods or services to the County of Champaign, Illinois, I/we certify that I/we undertake specifically; to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy to all persons concerned within the company, with outside recruiting services, and the minority community at large. I/we agree to provide the at the County's request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the County our policies and practices relating to our affirmative action program. I/we certify that we understand that all work performed for the County must adhere to the Champaign County Prevailing Wage Ordinances.

\_\_\_\_\_  
Business Name of Proposer (type)

\_\_\_\_\_  
Business Address (type)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

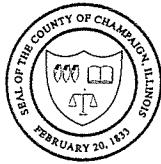
\_\_\_\_\_  
Name of Signatory (type)

\_\_\_\_\_  
Title or Signature (type)

***Vendor MUST SUBMIT this completed sheet in bid response.***

# BOARD OF REVIEW

Champaign County  
Illinois



Brookens Administrative Center  
1776 E. Washington  
Urbana, IL 61802-4581

Telephone (217) 384-3758  
FAX (217) 384-3762

March 23, 2015

Ms. Pattsy Petrie  
Champaign County Board Chair

Dear Pattsy,

Dianne Hays' appointment to the Board of Review is up for renewal this year. I want to go on record as highly recommending her for the position. I don't believe the Board of Review has probably ever had a more qualified member. Her experience as a realtor, residential, commercial and farm appraiser has proven to be very valuable to the county.

Her expertise in commercial properties has been a great asset in analyzing commercial appraisals and in writing Notes on Appeal for PTABs (Property Tax Appeal Board). She has been instrumental in negotiating more favorable settlements for the county by disputing appraisals provided by commercial appellants.

Dianne is a great member of our team, is very friendly and patient with taxpayers. She answers all questions and addresses all concerns in an easy to understand manner. Please don't hesitate to contact me with any questions regarding Dianne.

Best Regards,

A handwritten signature in black ink, appearing to read "Elizabeth Burgener-Patton", with a long horizontal flourish extending to the right.

Elizabeth Burgener-Patton  
Chair, Board of Review



Ms. Patti Petrie

Chair, Champaign County Board

1776 E. Washington

Urbana, IL

February 16, 2015

Dear Ms. Petrie,

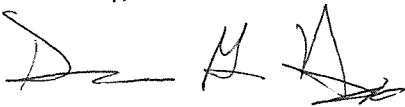
I am currently a member of the Champaign County Board of Review. My first term will expire at the end of May 2015. I am writing to ask for your consideration for reappointment to a second two- year term on the Board of Review.

During my term, the Board of Review has completed our work in a timely manner; this includes meeting with tax payers regarding their assessments and filing assessment complaints, viewing complaint properties, writing complaint decisions, holding complaint hearings, acting on exemption requests, responding to Property Tax Appeals to the Department of Revenue, working on sales ratio study valuations and assisting the assessor's office. The members of the Board are a successful team. We strive to provide assistance to the assessor's office and to assist the taxpayer in understanding the property tax assessment system and the filing of a complaint at both the local and state level. I believe that my experience of appraising all types of real estate in Champaign County over the past thirty years, as well as my State Certified General Appraiser license and my membership in the Appraisal Institute bring benefits to the county in performing the work and assisting the tax payers.

I would be happy to meet with you to discuss the position and what I bring to the table.

Thank you in advance for your consideration and time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dianne G. Hays', with a stylized flourish at the end.

Dianne G. Hays

**Qualifications Of The Appraiser**  
**DIANNE G. HAYS, MAI, SRA**  
**P.O. Box 484, Champaign, Illinois 61824**

**PROFESSIONAL DESIGNATIONS**

MAI, Member Appraisal Institute

SRA, Senior Residential Appraiser, Appraisal Institute

**STATE LICENSE**

State of Illinois Certified General Real Estate Appraiser

**EDUCATION**

Bachelor of Science, Iowa State University

Completion of Courses:

AIREA Course 1A1 Real Estate Appraisal Principles  
AIREA Course 1A2 Basic Valuation Procedures  
AIREA Course 1B-A Capitalization Theory and Technique  
AIREA Course 1B-B Capitalization Theory and Technique  
AIREA Course 2-1 Case Studies in Real Estate  
AIREA Course 2-2 Report Writing and Valuation Analysis  
AIREA Course 2-3 Standards of Professional Practice  
AIREA Course 410 Standards of Professional Practice, Part A  
AIREA Course 420, Standards of Professional Practice, Part B  
Business Valuation

Seminars:

Comprehensive Exam Seminar  
FIREAA  
Developments in Income Property Valuation  
Financial Calculators  
Construction Analysis  
Rates, Ratios and Reasonableness  
Farm Land Values  
National Flood Insurance Lender Seminar

**APPRAISAL EXPERIENCE**

Over 30 years of experience appraising and reviewing residential, multi-family, commercial, industrial, condominium development, land development, farm and special-use properties.

A partial list of financial and corporate clients includes:

American National Bank, Chicago, Illinois  
American Savings Bank, Champaign, Illinois  
Busey Bank, Champaign, Illinois  
Champion Federal Savings and Loan Association, Bloomington, Illinois  
Household International, Inc., Prospect Heights, Illinois  
Midland States Bank, Champaign & Effingham, Illinois  
Merrill Lynch Relocation Company, St. Louis, Missouri  
National City Bank, Illinois, Michigan and Indiana  
Old National Bank, Indianapolis, Indiana  
PNC Bank, Michigan and Illinois  
Transamerica Relocation, San Francisco, California  
Bank of St. Louis, St. Louis, Missouri

A partial list of government clients includes:

City of Bloomington, Bloomington, Illinois  
City of Champaign, Champaign, Illinois  
Cunningham Township, Urbana, Illinois  
City of Tuscola, Tuscola, Illinois  
City of Urbana, Urbana, Illinois  
Veterans Administration, Chicago, Illinois  
Resolution Trust Corporation, Chicago, Illinois  
Department of Housing & Urban Development, IL  
Town of Normal, Normal, Illinois

**EXPERT WITNESS**

Champaign County, Illinois  
Illinois Property Tax Appeal Board

**PROFESSIONAL MEMBERSHIP**

Appraisal Institute  
Realtor, Champaign County Association of Realtors

**PROFESSIONAL ACTIVITIES**

President, Central Illinois Chapter No. 160, Society of Real Estate Appraisers, 1989- 1991  
Member, Admissions Committee, Chicago Chapter, Appraisal Institute, 1993  
Member Admissions Committee, Illinois Chapter No. 6, American Institute of Real Estate Appraisers, 1989-1991  
Member, Admissions Committee, Central Illinois Chapter No. 160, Society of Real Estate Appraisers, 1984-1994  
National Committee Member, Appraisal Institute – Seminars 1991-1993  
Regional Panel, Professional Standards, 1989-1990, American Institute of Real Estate Appraisers  
Co-Instructor, Real Estate Appraisal No., 216, Parkland Community College, Champaign, Illinois, 1993-1995  
Secretary, Kappa Alpha Theta Corporation Board, University of Illinois, 1990- 1997  
President, Kappa Alpha Theta Corporation Board, University of Illinois, 1997-2002  
Board of Director, Strategic Capital Bancorp 1999-2002  
Member, Loan Committee, Strategic Capital Bank, 1999-2002  
Ethics and Standards Committee, Champaign County Association of Realtors, Chair 2008-2009  
Ethics and Standards Committee, Champaign County Association of Realtors, 1999 - present  
Member, Champaign County Board of Review, 2013 - present

**CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM**  
**PLEASE TYPE OR PRINT IN BLACK INK**

**NAME:** Dianne G. Hays

**ADDRESS:** 28 Greencroft Drive Champaign IL 61821  
Street City State Zip Code

**EMAIL:** \_\_\_\_\_ **PHONE:** (217)359-8930

Check Box to Have Email Address Redacted on Public Documents

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

**NAME OF APPOINTMENT BODY OR BOARD:** Board of Revis

**BEGINNING DATE OF TERM:** 06/01/2015 **ENDING DATE:** 05/31/2017

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I am currently on the Board of Review and have an excellent working knowledge of the position and its requirements. My background includes 25+ years of appraising real estate in Champaign County, IL. I have been a licensed appraiser in the State of Illinois since the licensing began in 1992 and a real estate broker for over 25 years. The amount of time in the local market has resulted in a strong knowledge of local real estate values.

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

The role of a Board of Review member is to assist the tax payer in understanding the assessment and taxing process. We provide an avenue for the tax payer to file a complaint about their assessed value, first at the county level and if he/she is not satisfied, then at the state level. It is the Board of Review member's responsibility to verify that the assessed value represents 1/3 of market value, per statute (except farmland). We also respond to the State of Illinois Property Tax Appeals for Champaign County.

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

I am aware of the tax cycle and the assessment complaint process. Other duties that are performed by a Board member include aiding with sales ratio studies, holding assessment complaint hearings, responding to property tax appeals, and ultimately understanding property values in Champaign County. I know and have a good working relationship with the other participants in the tax cycle, including township assessors, treasurer, county clerk and recorder of deeds offices.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

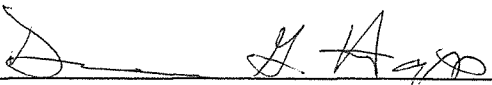
No

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

Yes

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

  
Signature

02/17/2015

Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Steve Mosek

ADDRESS: 1860 C.R. 1400 N Urbana Ill. 61802  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217-369-7565

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Farm Land Ass. Review

BEGINNING DATE OF TERM: May 31, 2015 ENDING DATE: May 31, 2019

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

1. I have farmer in Champaign County for  
45, years.

2. Lis. Real Est Broker for 35 years, Agr. Farm  
Manager for 35 years by Amer. Soc. F.M+RA

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I have served on comm. for 8 years,  
I have know the assessment staff for  
22 years and how the office operates

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steve Mosek  
Signature

3/10/15  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: FRANK E. HOWARD

ADDRESS: 1105 OLEN DR. MAHOMET IL 61853  
Street City State Zip Code

EMAIL: fhoward@live.com PHONE: (217) 202-6238

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: TRUSTEE - SANGAMON VALLEY PUBLIC

BEGINNING DATE OF TERM: 5/31/2015 WATER DISTRICT ENDING DATE: 5/31/2020

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

① OWNER OF SMALL BUSINESS HOWARD MASONRY 40+ YEARS.

② 25+ YEARS CONSULTING BUILDING CONSTRUCTION.

③ PREVIOUS YEARS ON WATER DISTRICT BOARD.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

PREVIOUS YEARS ON BOARD I PARTICIPATED IN ANNUAL BUDGETS, STAFF NEEDS FOR OPERATION OF DISTRICT AND DEVELOPEMENT OF NEW WATER TREATMENT PLANT AND STORAGE TANKS.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

Signature

Date

Frank E Howard

3/9/15

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Michael D. Trione

ADDRESS: 109 East Pentfield IL 61862  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217 722 2659

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Trustee - Pentfield Water Dist.

BEGINNING DATE OF TERM: 6-1-15 ENDING DATE: 5-31-21

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

Have served on board past 9 years +

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Information obtained through reading of minutes which is done on a monthly basis at meeting which I attended

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mike Trione  
Signature

03/07/15  
Date

**CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment**

**PLEASE TYPE OR PRINT IN BLACK INK**

**NAME:** Edwin Holzhauer

**ADDRESS:** 308 Independence Street Dewey IL. 61840  
Street City State Zip Code

**EMAIL:** \_\_\_\_\_ **PHONE:** (H) 217-897-1217 / (C) 217-778-8170

Check Box to Have Email Address Redacted on Public Documents

**NAME OF APPOINTMENT BODY OR BOARD:** Dewey Community Public Water District

**BEGINNING DATE OF TERM:** June 1, 2015 **ENDING DATE:** May 31, 2020

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

1. What experience and background do you have which you believe qualifies you for this appointment?

I have been a Member of the Dewey Community Public Water District for approximately 25 years, and I have served as the District's Secretary for the past 8 years. From 1976 to 2012, I was the Plant Engineering Manager for Solo Cup / Dart Container in Urbana, IL. During this time I was responsible for overseeing not only daily operations; but also managing Million + dollar construction and installation contracts.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Over the past 25 years as Board Member of the Dewey Public Water District, I have been involved in many different aspects of the on-going operation of the District. As Board Secretary, I have been very involved in maintaining the District's Records. Also in the Past 8 years I have been involved helping with the reporting of Financial Records. Since Oct. of 2014, I am also serving as the Co-ordinator of the Water Plant Operations.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Signature

February 28, 2015  
Date



CHAMPAIGN COUNTY APPLICATION REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Elaine Holzhauser

ADDRESS: 308 Independence Street Dewey IL. 61840  
Street City State Zip Code

EM PHONE: 217-897-1217

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Dewey Community Public Water District

BEGINNING DATE OF TERM: June 1, 2015 ENDING DATE: May 31, 2020

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

I have been a Member of the Dewey Community Public Water District for approximately 15 years, and I have served as the District's Treasurer for the past 9 years. Before I retire I served as a buyer with Solo Cup in Urbana,

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I have worked very closely with the other Board Members in seeing that all of the District's Bills and Bond Payments are made on time. This also requires me to keep very close track on the District's Customers paying their obligations within the time limits that have been set by the District's Board of Directors.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

Elaine A. Holzhauser  
Signature

February 28, 2015

Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: David Hudson

ADDRESS: 412 railroad Dewey IL 61840  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217-979-9104  
 Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Dewey water district

BEGINNING DATE OF TERM: May 31 2014 ENDING DATE: may 31 2019

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

I have been on the board for 5+ years and I am now president.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I have dealt with it all as being president for the last year in a half. I continue to look forward to serving the community.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

David Hudson  
Signature

2-28-15  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Tom E ZINDARS

ADDRESS: 10 Willow Box 51 Dewey ILL 61840  
Street City State Zip Code

EMAIL: tezindars@kcraftfoods.com PHONE: 217-714-8116

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Dewey Water Board

BEGINNING DATE OF TERM: April 2015 ENDING DATE: ?

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

I have served on the water board for 3 years now and  
also operate the water plant, take samples and ensure  
complete documentation of the plant activities.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I have learned alot about keeping track of expenses, EPA  
forms and documentation and following up on bad accts etc

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tom E Zindars  
Signature

4-21-15  
Date

**CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM**  
**PLEASE TYPE OR PRINT IN BLACK INK**

**NAME:** Jerry Lyke

**ADDRESS:** 304 N. Draper Street Champaign IL 61821  
Street City State Zip Code

**EMAIL:** \_\_\_\_\_ **PHONE:** 217-493-2292

Check Box to Have Email Address Redacted on Public Documents

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

**NAME OF APPOINTMENT BODY OR BOARD:** Urbana-Champaign Sanitary District Board

**BEGINNING DATE OF TERM:** 06/01/2015 **ENDING DATE:** 05/31/2018

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I attended the University of Illinois Law School, arriving in 1979, and have been a resident of Champaign ever since, practicing law in Champaign after graduating in 1982. I was a member of the Champaign County Board for 6 years, chairing the Personnel Committee and serving on the Environment and Land Use Committee. In a bi-partisan effort I was active in the decision that required new developos to annex to Champaign or Urbana in order to be served by the Urbana-Champaign Sanitary District. I served as a member of the Champaign County Forest Preserve Board for 5 years and was Chair. I have served as a member of the Urbana-Sanitary District Board since 2006. I believe I have worked well with the other Board Members and with a staff that has been dependable. The two treatment plants hae either been nominated for or recieved State awards. During my service a major project to improve the Northeast Treatment Plant was completed.

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

I believe the main role is policy decisions, except the choice of an Executive Director and the evaluation thereof is very important. I met with and even sought out many members of the community with regard to the controversial Cronus project. I have been assured there will be environmental protections. The Sanitary District's billing is based on water use. When the water company raised it's rates, the Sanitary District's billing went down. This made me think that numerous citizens were affected by even relatively small rate increases, and that the huge amount of money that the Cronus project would provide the Sanitary District would help the rate payers. The project ultimately was voted for by all three members of the Board. I think how the Sanitary District does its billing should be looked into. I wish the Board was more than 3 members because with the Open Meetings Act, I can contact everyone except for my fellow Board Members. That being said, I support the Open Meetings Act and have discouraged Executive Sessions. I expect to work respectfully and thoughtfully with other Board Members and staff as I have before. Almost all decisions have been consensus.

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

As a Board Member for so long I know the District's holdings, from the Southwest Treatment Plant, the Northeast Treatment Plant, land leased to the Urbana Park District, land leased to the Champaign Park District for a dog park. I also know many of the UCSD employees. The District gets money from rate payers and connection fees. The recent growth in Champaign-Urbana has helped with connection fees, but that growth also increases demands on the District. There are also demands place on the District by the State and that costs money. However, they are for environmental reasons and the District has met them.

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4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

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5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:


I believe I have missed only one meeting in all my years serving on the Board, or any board I have served on.

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

  
\_\_\_\_\_  
Signature

04/20/2015  
\_\_\_\_\_  
Date



**Gordy Hulten**  
**Champaign County Clerk**  
Champaign County, Illinois

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

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

**COUNTY CLERK**  
**MONTHLY REPORT**  
**APRIL**  
**2015**

Liquor Licenses & Permits	65.00
Civil Union License	0.00
Marriage License	6,860.00
Interests	13.60
State Reimbursements	-
Vital Clerk Fees	22,542.10
Tax Clerk Fees	5,643.99
Refunds of Overpayments	<u>7.60</u>
<b>TOTAL</b>	<b>35,132.29</b>
Additional Clerk Fees	1,414.00



**Gordy Hulten**  
**Champaign County Clerk**  
Champaign County, Illinois

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1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

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

**MEMORANDUM**

**TO:** Policy Committee, Champaign County Board  
Champaign County Administrator Deb Busey

**FROM:** Champaign County Clerk Gordy Hulten

**DATE:** May 6, 2015

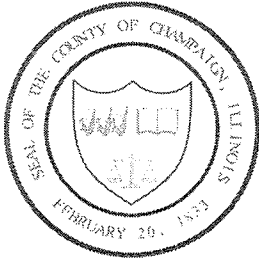
**SUBJECT:** Request for Job Content Evaluation Committee

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As part of our efforts to continually improve the performance of our office, I am requesting that the County Board ask the Job Content Evaluation Committee to conduct a review and analysis of an updated position description for the Senior Vital Records Clerk position in our office.

This position is currently vacant, having most recently been filled by an experienced employee who retired. The position description was last revised in 2004. The newly revised description better reflects the reality of how our office should function, and is intended to allow for improved operations of our office in the future.

Thank you for your consideration.



# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE  
MANAGEMENT SERVICES

Deb Busey, County Administrator

## ADMINISTRATIVE SERVICES – MONTHLY HR REPORT APRIL 2015

### VACANT POSITIONS LISTING

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2015 HRS	FY 2015 SALARY
		Deputy Co					
80	16	Admin/Finance	\$35.49	1950	\$69,205.50	1957.5	\$69,471.68
80	22	Deputy County Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	28	PC App Programmer	\$24.82	1950	\$48,399.00	1957.5	\$48,585.15
80	30	Legal Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	40	Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	40	Deputy Sheriff	\$22.20	2080	\$46,176.00	2088	\$46,353.60
80	71	Maintenance Worker	\$14.17	2080	\$29,473.60	2088	\$29,586.96
80	140	Correctional Officer	\$18.85	2080	\$39,208.00	2088	\$39,358.80
80	140	Court Security Officer	\$17.97	2080	\$37,377.60	2088	\$37,521.36
80	140	Lieutenant	\$38.57	2080	\$80,225.60	2088	\$80,534.16
80	140	PT Master Control Officer	\$12.04	1040	\$12,521.60	1044	\$12,569.76
83	60	Senior Engineer	\$24.82	2080	\$51,625.60	2088	\$51,824.16
91	247	Animal Control Warden	\$15.19	2080	\$31,595.20	2088	\$31,716.72
		-- TOTAL --	\$260.24		\$516,241.70		\$518,227.25

### UNEMPLOYMENT REPORT

#### Notice of Claims received – 8 total

RPC – 2  
County Board – 1  
Sheriff – 1  
Physical Plant – 1  
Head Start – 2  
Nursing Home – 1

#### Employer Protests Filed – 6 total

RPC - 2  
County Board - 1  
Physical Plant - 1  
Nursing Home - 1  
Head Start - 1

#### Benefit Determinations

County Board – won't be charged  
RPC – benefits allowed  
Nursing Home – benefits allowed



**PAYROLL REPORT**

APRIL PAYROLL  
INFORMATION

	4/2/2015		4/17/2015	
<u>Pay Group</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	513	\$909,482.72	533	\$944,814.02
Nursing Home	211	\$230,287.20	206	\$243,264.16
RPC/Head Start	227	\$276,141.94	221	\$274,620.30
Total	951	\$1,415,911.86	960	\$1,462,698.48

**HEALTH INSURANCE/BENEFITS REPORT**

**April, 2015**

Total Number of Employees Enrolled: 736

General County Union:

Single 216; EE+spouse 28; EE+child(ren) 68; Family 31; waived 44

Nursing Home Union:

Single 66; EE+spouse 7; EE+child(ren) 6; Family 1; waived 11

Non-bargaining employees:

Single 120; EE+spouse 38; EE+child(ren) 39; Family 13; waived 48

Life Insurance Premium paid by County: \$1,890.33

Health Insurance Premium paid by County: \$372,496.26

Health Reimbursement Account contribution paid by County: \$23,560.00

**TURNOVER REPORT**

Turnover is the rate at which an employer gains and loses employees. To get the best picture for turnover the calculations are based on rolling year averages.

General County

April 2015 : 11.43% average over the last 12 months

April 2015: 4 out of 592 Employees left Champaign County- 3 were resignations and 1 was a retirement

**WORKERS' COMPENSATION REPORT**

Entire County Report	April 2015	April 2014
New Claims	5	2
Closed	5	3
Open Claims	31	27
Year To Date Total (On-going # of claims filed)	26	20

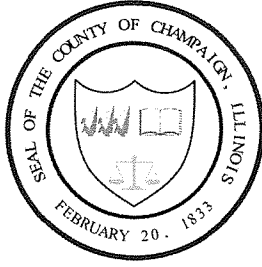
**EEO REPORT**

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

April 2015 Monthly EEO Report General County Only	Correctional Officer (Sheriff)	Highway Accountant	Animal Control Warden	Legal Clerk (Circuit Clerk)	TOTALS
<b>Total Applicants</b>	171	57	32	78	<b>338</b>
<b>Male</b>	112	12	21	21	<b>166</b>
<b>Female</b>	59	43	11	56	<b>169</b>
<b>Undisclosed</b>	0	2	0	1	<b>3</b>
<b>Caucasian</b>	114	47	24	50	<b>235</b>
<b>African-American</b>	36	4	3	14	<b>57</b>
<b>Asian or Pacific Islander</b>	1	3	0	4	<b>8</b>
<b>Hispanic</b>	10	1	2	3	<b>16</b>
<b>Native American or Alaskan Native</b>	1	0	0	0	<b>1</b>
<b>Two or more races</b>	7	0	2	4	<b>13</b>
<b>Undisclosed</b>	2	2	1	3	<b>8</b>
<b>Veteran Status</b>	37	3	3	6	<b>49</b>

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	13	Meetings Staffed	8	Minutes Posted	16
Appointments Posted	22	Notification of Appointment	15	Contracts Posted	1
Calendars Posted	6	Resolutions Prepared	29	Ordinances Prepared	0



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE  
MANAGEMENT SERVICES*

**Debra Busey, County Administrator**

### **MEMORANDUM**

**TO: James Quisenberry, Deputy Chair of Policy, Personnel & Appointments and  
Members of the Committee of the Whole**

**FROM: Deb Busey, County Administrator**

**DATE: May 4, 2015**

**RE: ADA Compliance Requirements Recommendation**

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Pursuant to the terms of the proposed Settlement Agreement between the United States of America and Champaign County, Illinois Under the Americans With Disabilities Act, Champaign County is required to complete the following actions.

1. Adopt the Notice under the Americans With Disabilities Act as documented in Attachment A to this Memorandum. Upon approval by the County Board, the Notice will be distributed to all Champaign County agency heads, published in a local newspaper of general circulation serving Champaign County, posted on the Champaign County Web Home Page, and posted in conspicuous locations in all county facilities.
2. Adopt the ADA Grievance Procedure as documented in Attachment B to this Memorandum. Upon approval by the County Board, the Grievance Procedures will be distributed to all county agencies and offices, and will be posted in conspicuous locations in each of the county's facilities.
3. Designate ADA Coordinators for the County as documented in Attachment C to this Memorandum. The ADA Coordinators will coordinate Champaign County's effort to comply with and carry out its responsibilities under the ADA, including any investigation of ADA-related complaints.

In preparation for the completion of the Settlement Agreement anticipated to be brought to the County Board for final approval in June, 2015, I am requesting approval of the documents noted above and attached hereto.

#### **RECOMMENDED ACTION:**

***The Policy, Personnel and Appointments Committee of the Whole recommends to the County Board approval of adoption of the Notice Under the Americans With Disabilities Act as documented in Attachment A, approval of adoption of the ADA Grievance Procedure as documented in Attachment B, and approval of the designation of ADA Coordinators as documented in Attachment C.***

Thank you for your consideration of this request.

attachments



## NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), Champaign County, Illinois, will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** Champaign County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

**Effective Communication:** Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in County programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** Champaign County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the office of the appropriate department's designated ADA Coordinator (listed below) as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a County program, service, or activity is not accessible to persons with disabilities should be directed to the appropriate department's designated ADA Coordinator (listed below).

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

### Champaign County ADA Coordinators

Courthouse	Sheriff's Office and Jails	Nursing Home	All Other County Offices
Roger W. Holland	Allen Jones	Karen Noffke	Tami Ogden
(217) 239-5789	(217) 384-1205	(217) 384-3784	(217) 384-3776

Attachment A to Settlement Agreement between the  
United States of America and Champaign County, Illinois in DJ# 204-24-116

# Champaign County, Illinois Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the County. The Champaign County Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the department's designated ADA Coordinator:

### Champaign County ADA Coordinators

Courthouse	Sheriff's Office and Jails	Nursing Home	All Other County Offices
Roger Holland	Allen Jones	Karen Noffke	Tami Ogden
(217) 239-5789	(217) 384-1205	(217)384-3784	(217)384-3776

Within 15 calendar days after receipt of the complaint, the department's ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the department's ADA Coordinator or his/her designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the County and offer options for substantive resolution of the complaint.

If the response by the department's ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the County Administrator or his/her designee.

Within 15 calendar days after receipt of the appeal, the County Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the County Administrator or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the department's ADA Coordinator or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County for at least three years.

## **Americans with Disabilities Act (ADA)**

Champaign County does not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Qualified individuals with disabilities who require reasonable accommodations should contact the appropriate department's designated ADA Coordinator listed below as soon as possible but no later than 48 hours before the scheduled event. Complaints that a County program, service, or activity is not accessible to persons with disabilities should be directed to the appropriate department's designated ADA Coordinator.

### **Champaign County ADA Coordinators**

#### **Courthouse**

Roger W. Holland  
Court Administrator  
Courthouse Room 213  
101 E. Main St.  
Urbana, IL 61801  
(217) 239-5789  
[rholland@co.champaign.il.us](mailto:rholland@co.champaign.il.us)

#### **Sheriff's Office and Jails**

Allen Jones  
Chief Deputy  
204 E. Main St.  
Urbana, IL 61801  
(217) 384-1205  
[ajones@co.champaign.il.us](mailto:ajones@co.champaign.il.us)

#### **Nursing Home**

Karen Noffke  
Nursing Home Administrator  
500 Art Bartell Rd.  
Urbana, IL 61802  
(217) 384-3784  
[knoffke@co.champaign.il.us](mailto:knoffke@co.champaign.il.us)

#### **All Other County Offices**

Tami Ogden  
Executive Assistant to the County Administrator  
Brookens Administrative Center  
1776 E. Washington  
Urbana, IL 61802  
(217) 384-3776  
[togden@co.champaign.il.us](mailto:togden@co.champaign.il.us)

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE NO. 960 ESTABLISHING CHAMPAIGN COUNTY PERSONNEL POLICY**

**WHEREAS**, the County Board of the County of Champaign, Illinois, is vested with the power to appropriate funds for salaries, provide fringe benefits, and provide conditions of employment of many County employees and has previously adopted Ordinance No. 960 setting forth and establishing the Champaign County Personnel Policy; and

**WHEREAS**, the County Board of the County of Champaign, Illinois, has determined a need to amend Chapter 2 of the Champaign County Personnel Policy as documented in Attachment A to this Ordinance;

**NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED** by the County Board of the County of Champaign, Illinois, that Ordinance No. 960 is hereby amended to reflect the changes to Chapter 2 of the Champaign County Personnel Policy as documented in Attachment A to this Ordinance.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 21<sup>st</sup> day of May, A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

ATTEST:

\_\_\_\_\_  
Gordy Hulten, Champaign County Clerk and  
*Ex-Officio* Clerk of the County Board

## **CHAPTER 2 - EMPLOYMENT, HIRING, ADA AND PROBATION**

### **2-1 RECRUITMENT AND HIRING EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION PROGRAM**

2-1.1 **Equal Employment Opportunity (EEO) Statement** – Employees and applicants for employment at Champaign County can be assured fair and equitable treatment with the provisions of EEO. Under the laws enforced by EEOC, it is illegal to discriminate against someone (applicant or employee) because of that person’s race, color, religion, sex (including pregnancy), national origin, age, disability or genetic information. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Additionally, in accordance with the Illinois Human Rights Act, it is illegal to discriminate against someone because of sexual orientation, ancestry, citizenship status, marital status, military service, unfavorable military discharge, order of protection status, or arrest record.

These laws apply to all aspects of employment including benefits, discharge, discipline, firing, harassment, hiring, promotion, recruitment, renewal of employment, selection for training or apprenticeship, tenure, terms and conditions of employment, training, transfer, and wages.

#### **2-1.2 Affirmative Action Program (AAP)**

- a. **Administration and Scope** - The Champaign County Affirmative Action Program shall be administered by the County Administrator, under the direction of the Policy, Personnel, & Appointments Committee. The Department of Labor’s regulations prohibit discrimination in such employment practices as recruitment, rates of pay, upgrading, layoff, promotion, and selection for training. Employers may not make distinctions based on race, color, religion, sex, or national origin in recruitment or advertising efforts, employment opportunities, wages, hours, job classifications, seniority, retirement ages, or job fringe benefits such as employer contributions to company pension or insurance plans. The Affirmative Action Program shall be implemented in all cases, including, but not limited to employment, promotion, demotion, discipline, grievances, transfers, testing, advertising, lay off, termination, rates of pay or other forms of compensation, and selection for training.
- b. **Program Development** - In order to develop and carry out the Affirmative Action Program, the County Administrator through the Administrative Services Department shall be responsible for the following functions:
  - (i) Preparing a brief analysis of sex and race of current personnel by job classification;
  - (ii) Preparing a brief statement for internal or external dissemination of the Personnel Policy and commitment to affirmative action;
  - (iii) Identifying problems, e.g., the underutilization of minorities by job classification and by salary range;
  - (iv) Suggesting the execution of programs or procedures designed to address underutilization of minorities;
  - (v) Reviewing promotion practices within each department or agency to determine whether employees are being promoted in accordance with established, reasonable goals and timetables;



- (vi) Comparing job duties and rates of compensation to ensure that the rates of compensation for jobs which require equal skill, effort, and responsibility, and which are performed under similar working conditions, are equal;
- (vii) Disseminating this Policy and reminding all Department Heads of the purpose of this Policy;
- (viii) Suggesting the execution of policy and procedures designed to eliminate discrimination against the protected classes specified in the Equal Employment Opportunities Statement (2-1.1); and
- (ix) Other procedures deemed necessary by the Policy, Personnel, & Appointments Committee.

The Affirmative Action Program shall comply with all applicable state and federal laws and be developed in consultation with legal counsel.

c. Reporting and Enforcement

- (i) All county departments and agencies shall provide the affirmative action information requested by the County Administrator in order to enable the County Administrator to carry out the functions listed in Section 2-1.2(b).
- (ii) All applicants for employment will be encouraged to complete a voluntary EEO/AAP self identification form upon applying for employment with the County. The race, gender, age and disability information gathered as pre-employment information will be treated as confidential and secured in the EEO files of the County Administrator's Office. The EEO/AAP self identification form will be used to track applicant flow and utilized as a reference with the County's Affirmative Action Plan initiative. The EEO/AAP self identification form will include a statement of the County's EEO/AAP policy.

**2-2 RECRUITMENT and HIRING**

**2-1.32.1 Recruitment Procedure** - Recruitment efforts for position vacancies shall be conducted in the following manner:

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- a. Recruitment efforts and publicity for available positions will be directed to all appropriate sources of applicants in a geographic area wide enough to attract qualified candidates and to assure equal opportunity for the public to apply. Professional positions should be listed in appropriate professional journals. Referral agencies, such as the University of Illinois, Parkland Community College, City of Champaign Community Relations Department, City of Urbana Human Relations Commission staff, Illinois Department of Employment Security, Office of Equal Opportunity and Access, PACE, Champaign Schools, News-Gazette, etc., should be utilized where appropriate. The County Administrator's Office shall be notified of position openings.
- b. All position openings shall be listed with the Illinois State Employment Service and shall be advertised in local newspapers, except:
  - (i) Openings filled by the promotion of a County employee;
  - (ii) Temporary vacancies of fewer than twenty (20) working days; or
  - (iii) Positions filled by a Department Head who has advertised for a vacancy in the same job description within the previous four (4) months.

- c. A position shall not be considered vacant if an employee appointed for a specified term is reappointed to continue to fulfill those job responsibilities for a new term.

**2-1-42.2 Advertisement**

- a. All solicitations or advertisements for employment will state that the County ~~is an Equal Opportunity Employer~~ **adheres to Equal Employment Opportunity and Affirmative Action** and no advertisement for employment shall make reference to gender, except when gender is a bona fide occupational qualification.
- b. Position advertisement shall include the following:
  - (i) Position title and classification;
  - (ii) A brief description of the job duties;
  - (iii) A brief summary of training, experience, knowledge and skills required for the position; and
  - (iv) Statement that the County is an ~~Equal Opportunity Employer~~ **EEO/AA/ADA Employer**.
- c. Advertisements about new or vacant positions shall be posted for the benefit of current employees who wish to apply for the position.
- d. Each advertisement will include a date after which no applications or resumes will be accepted. If there are usually continual openings for that job classification, a deadline date does not need to be included in the advertisement.
- e. Each advertisement announcing a vacant position shall be filed with the Office of the County Administrator.

**2-1-52.3 Application Process** - Each applicant shall complete an application which shall be signed to certify the truth of all statements contained therein. Deliberately false or misleading statements shall be grounds for rejection of an application or immediate termination if discovered after employment begins. References shall be checked.

**2-1-62.4 Interviewing and Hiring Procedure** - Qualified applicants shall be notified of the time and place of the interview. Interviews shall be conducted by the Department Head. The Department Head may request the assistance of the County Administrator's Office in conducting the interview. Job applicants shall not be asked about the existence, nature, or severity of a disability. However, job applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made but only after a conditional offer of employment has been made and only if required of all applicants for the position. In making employment decisions, the Department Head shall individually assess whether a qualified person with a disability meets the selection criteria. The selection criteria used to disqualify any individual must be job-related and consistent with business necessity.

All applicants who have either submitted an application or undergone an interview shall be notified when they are no longer being considered for a position. The Office of the County Administrator shall be notified as to the person hired, job title and salary, and the effective date of employment.

**2-1-72.5 Employee Promotion** - Department Heads may, without open advertising, promote an employee from one position to another position in County government, as defined in Section 9-1.5 Transfer.



**2-1-82.6 Department Head Hiring Procedure** - Unless otherwise provided by statute, when a Department Head position becomes vacant, the County Administrator may recommend to the County Board the promotion of another County employee to the vacant position. The need for recruitment and advertisement would thereby be eliminated. Alternatively, the County Administrator may recommend the establishment of a selection committee to include: the County Administrator, the County Board Chair; one Republican Board member and one Democratic Board member appointed by the Board Chair; and three other members to be appointed by the County Administrator. The selection committee shall be responsible for recruitment, and interviewing qualified applicants and recommending to the County Administrator a person to fill the vacant position. The County Administrator shall make a recommendation to the Board for final approval.

**2-1-92.7 Orientation and Terms of Employment** - Following the final selection of a candidate, the Department head or designee shall meet with the new employee to discuss the compensation for the position and criteria for job performance during the probation period. Upon hire of a new employee, the Department head or designee shall schedule the new employee for an orientation meeting at the Office of the County Administrator during which the new employee shall register for payroll, IMRF, parking and County-issued identification badge. During orientation, the employee shall receive an overview of County benefits and programs and a copy of the Personnel Policy, or the Policy will be made available by computer access.

The new employee will be asked to sign a receipt for the material presented during orientation. The employee will also be asked to sign an acknowledgement of receipt of an agreement to abide by the Champaign County Drug and Alcohol Policy.

Approximately 30 days prior to the employee's effective date for health and life insurance coverage, the employee will receive information outlining available benefits. A mandatory benefit orientation meeting for the employee will be scheduled by the Office of the County Administrator, with notice of the meeting date and time provided to both the employee and Department Head.

**2-1-92.8 Anti-Nepotism Policy** - A Department Head, or person with authority to hire or promote or effectively recommend hiring or promoting employees within a department, shall not hire or reclassify or effectively recommend hiring or reclassifying within the department the following persons, whether related by blood, adoption or marriage: parent, grandparent, child, grandchild, sibling, spouse, or domestic partner. Persons hired in violation of this Policy shall be terminated, and persons reclassified in violation of this Policy shall be returned to their previous position, if vacant, otherwise they shall be terminated.

### **2-3 ADA REASONABLE ACCOMMODATION POLICY**

**2-3.1 Champaign County is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA). It is Champaign County's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. Champaign County prohibits any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation.**

**In accordance with the ADA as amended, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform**

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the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment and all employees.

**2-3.2 Disability.** "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A "qualified person with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job.

**2-3.3 Reasonable Accommodation.** Champaign County will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for jobs and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations in which a workplace barrier may interfere. A "reasonable accommodation" is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job.

There are three types of reasonable accommodation that may be considered:

- Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;
- Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; or
- Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

**2-3.4 Essential Job Functions.** For each position, the job description typically will identify essential job functions. The Champaign County Job Content Evaluation Committee will review job descriptions on a periodic basis to evaluate job functions designated as essential. An employee's questions about a job's requirements should be directed to the employee's supervisor or Administrative Services.

**2-3.5 Requesting a Reasonable Accommodation.** An employee with a disability is responsible for requesting an accommodation from his or her supervisor or Administrative Services using the "Request for Reasonable Accommodation Form" and engaging in an informal process to clarify what the employee needs and to identify possible accommodations. If requested, the employee is responsible for providing medical documentation regarding the disability.

The employee should describe the problem created by a workplace barrier so that an appropriate accommodation may be considered. Typically, the supervisor and/or Administrative Services will work with the employee to identify possible reasonable accommodations and to assess the effectiveness

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of each in allowing the employee to perform the essential functions of the job.

Based on this interactive process, a reasonable accommodation will be selected that is appropriate for both the responsible department and the individual employee. While an individual's preference will be considered, the responsible department is free to choose between equally effective accommodations with consideration toward expense and impact on the rest of the organization.

A request for reasonable accommodation may be denied if it would create an undue hardship for the responsible department. Factors to be considered when determining whether an undue hardship exists include the cost of the accommodation, the organization's overall financial resources, the financial resources of the particular facility at which the accommodation is to be made, the number of employees at the facility, the total number of employees of the County, and the type of operation.

**2-3.6 Safety.** All employees are expected to comply with all safety procedures. Champaign County will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health or safety of others or themselves. A "direct threat" means a significant risk to the health or safety of one's self or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat typically will be made by the responsible department and/or Administrative Services and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that he or she may submit additional information and/or challenge the determination that he or she poses a direct threat.

**2-3.7 Confidentiality.** All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

**2-3.8 Complaint Procedure.** It is the policy of Champaign County to prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels he or she has been subject to such treatment or has witnessed such treatment, the situation should be reported using the harassment complaint procedure. Champaign County's policy prohibits retaliation against an employee for exercising his or her rights under the ADA or applicable state civil rights laws. Any employee found to have engaged in retaliation against an employee for exercising his or her rights or for making a request for reasonable accommodation under this policy will be subject to immediate disciplinary action up to and including discharge. If an employee feels he or she has been retaliated against, the situation should be reported to their unit ADA Coordinator.

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## **2-2-4 PROBATIONARY PERIOD**

### **2-24.1 Duration**



- a. **New Hire** - Each employee hired to fill an authorized full or regular part-time position must successfully complete a probationary period of six (6) months. Immediate supervisors shall conduct several informal meetings to orient the new employee to the position. At the close of the probationary period, the employee's employment will be changed to non-probationary status if the work is satisfactory as determined by the Department Head; however, employment may be terminated at this time, or earlier, if the employee's performance has not been satisfactory. A Department Head or, in the case of employment of an Appointed Department Head, the County Administrator, may extend the probation period up to an additional six months, if the employee's performance is not satisfactory at the end of the initial probationary period.
  
- b. **Promotions** - Each employee who has been promoted to fill an authorized full or regular part-time position must successfully complete a probationary period in the position to which they have been promoted of three (3) months. At the close of the probationary period, the employee's status in the promotional position will change to non-probationary if the work is satisfactory, as determined by the Department Head. However if the employee's work is not deemed satisfactory, every effort will be made to return the promoted employee to the position previously held, or a position of similar classification within the department. In addition, the Department Head may also consider termination of employment at the unsuccessful completion of the probationary period. A Department Head or, in the case of an employee promoted to an Appointed Department Head position - the County Administrator, may extend the probation period up to an additional three months, if the employee's performance is not satisfactory at the end of the initial probationary period.

~~2-2.2~~ **2-4.2 Evaluation** - Employees serving a probationary period shall receive a written evaluation once during the six-month (6-month) period. The evaluation should be completed no later than the end of the fifth month. The supervisor shall discuss the evaluation and progress toward satisfactory performance with the employee.

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# Champaign County Request for Reasonable Accommodation Form

Date of Request: \_\_\_\_\_

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Work Phone

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Department

What is the accommodation you are requesting? Please be as specific as possible.

Is your request time sensitive? Yes  No

What limitation or condition is interfering with your ability to perform your job?

What job function or task are you having difficulty performing?

What employment benefit or privilege are you having difficulty accessing (if any)?

How will the requested accommodation assist you?

Please provide any other information you think would be useful in evaluating your request.

I understand that all information obtained by my employer during this process will be maintained and used in compliance with ADA confidentiality requirements. I also understand that I may be required to provide my employer with medical documentation about my condition, its functional limitations, and appropriate accommodations.

\_\_\_\_\_  
Employee's Signature

When you have completed this form, please give it to your supervisor, unit ADA Coordinator, or the Champaign County, ADA Coordinator, 1776 East Washington Street, Urbana, Illinois 61801-4581.

## Champaign County Request for Reasonable Accommodation Information from Medical Provider (ADA) Form

\_\_\_\_\_, who is an employee of Champaign County, has requested a reasonable accommodation under the Americans with Disabilities Act (ADA). In response to that request, we are seeking specific information as detailed below. Please provide the requested information only—**please do not send copies of medical records.**

**The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide *any genetic information* when responding to this request for medical information. ‘Genetic information’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

Note: The ADA defines disability as a physical or mental impairment that substantially limits one or more major life activities. Examples of major life activities include caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and the operation of a major bodily function such as the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive systems.

1. Does the employee have a physical or mental impairment?

Yes  No

2. What is the impairment?

3. What is the expected duration of the impairment?

- Permanent
- Temporary (please explain)
  
- Chronic (please explain)



**Champaign County Request for Reasonable Accommodation  
Information from Medical Provider (ADA) Form – Page Two**

Episodic (please explain)

4. Does the impairment affect a major life activity?

Yes  No

5. Does the impairment substantially limit one or more major life activity?

Yes  No

6. Does the employee have any functional limitations resulting from the impairment? Please describe:

7. Please refer to the attached description of the employee's job that contains a list of essential job functions. How does the functional limitation impact the employee's ability to perform the essential functions?

8. Do you have any suggestions for possible accommodations that will enable the employee to perform the essential functions? Please describe:

9. How would your suggested accommodation enable the employee to perform the essential functions?

Please return this form to: Champaign County, ADA Coordinator, 1776 East Washington Street, Urbana, Illinois 61801-4581

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ADOPTING LOCAL ECONOMIC GROWTH INITIATIVE TRIPARTITE

WHEREAS, Champaign County is committed to being good stewards of taxpayer dollars by ensuring county construction projects are completed in a timely and cost effective manner; and

WHEREAS, a positive economic impact occurs when using local skilled workers on county projects and Local Economic Growth Initiative Tripartite shall be used on projects over \$100,000.00; and

WHEREAS, Champaign County is committed to providing quality facilities and safe working conditions for all residents, visitors, and employees in the county; and

WHEREAS, Champaign County is committed to employing highly-skilled local workers on county projects; and

WHEREAS, Champaign County is guaranteed no work stoppages, strikes, or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work on county projects; and

WHEREAS, Champaign County in coordination with the East Central Building and Construction Trades Council, and Contractors use the Local Economic Growth Initiative Tripartite to arrive at the terms of the agreement before the project commences, and

NOW, THEREFORE, BE IT RESOLVED the adoption of Local Economic Growth Initiative Tripartite in order to promote stewardship of taxpayer dollars, work place safety, quality construction, and positive economic impacts in Champaign County;

BE IT FURTHER RESOLVED the adoption of Local Economic Growth Initiative Tripartite; and

PRESENTED, ADOPTED, APPROVED, AND RECORDED \_\_\_\_\_

\_\_\_\_\_  
Patsi Petrie, Chair  
Champaign County Board

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

## **Local Economic Growth Initiative Tripartite (LEGIT) East Central Illinois Building & Construction Trades Council**

This Initiative is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ and the East Central Illinois Building and Construction Trades Council for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the Union. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the \_\_\_\_\_ hereinafter referred to as the Project.

### **Article 1 - INTENT AND PURPOSES**

**1.1** It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been developed in order to promote local economic growth, create good job opportunities, efficiency of construction operations, and provide for expedient settlement of labor disputes, eliminating strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between the tripartite parties of this Agreement.

(a) Therefore, the following provisions will be binding upon \_\_\_\_\_ and all its sub-contractors (herein jointly referred to as Contractor), who shall be required to sign the Participation Agreement, attached hereto as Schedule A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this LEGIT to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This agreement may be modified by mutual consent in writing by the parties signatory hereto.

**1.2** The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this LEGIT, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary.

1.3 The Contractor and the Union agree that should the collective Bargaining Agreement (CBA) of any East Central Illinois Building and Construction Trades Council (ECIBCTC) Affiliate signatory to this Agreement expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by both bargaining parties.

## **ARTICLE 2 - RECOGNITION**

2.1 The Contractor recognizes the ECIBCTC and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. ECIBCTC affiliates signatory to this Agreement will have recognition on the project for their craft.

## **ARTICLE 3 - ADMINISTRATION OF AGREEMENT**

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, ECIBCTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the County, the Contractor and the ECIBCTC shall meet as required to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the ECIBCTC no less than one week prior to these meetings, a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Initiative is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

## **ARTICLE 4 - HOURS OF WORK OVERTIME SHIFTS AND HOLIDAYS**

4.1 In the interest of promoting family life, the standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time, which is to be established at the pre-job conference, will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and /or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the ECIBCTC shall mutually agree to such changes. If work schedule

change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

**4.2** All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

(a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current Collective Bargaining Agreement.

**4.3** Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft's current Collective Bargaining Agreement.

(a) Shifts when established shall continue for a minimum of five (5) consecutive days.

**4.4** Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the Business Manager.

## **ARTICLE 5 - ABSENTEEISM**

**5.1** The Contractor and the Union agree that chronic and/or unexcused absenteeism is inefficient and must be addressed. An employee that develops a record of such absenteeism shall be identified by the Contractor to the appropriate Union and the Contractor shall support such action with the work record of the employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

**6.1** The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

## **ARTICLE 7 - GENERAL WORKING CONDITIONS**

**7.1** Employment begins and ends at the project site.

**7.2** Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

**7.3** The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

**7.4** There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

**7.5** Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew Foreman ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremen's ability to handle tools and materials.

**7.6** The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

**7.7** The Contractor may establish such reasonable project rules as the contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the contractor.

**7.8** It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

**7.9** In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

**7.10** Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

## **ARTICLE 8 - SAFETY**

**8.1** The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OHSA.

- (a) These rules and regulations will be published and posted at conspicuous places throughout the project.

**8.2** In accordance with the requirements of OHSA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

## **ARTICLE 9 - SUBCONTRACTING**

The Project Contractor agrees neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, with the exception of ready mix, aggregate, asphalts, brick, block, drywall, and trash removal.

## **ARTICLE 10 - UNION REPRESENTATION**

**10.1** Authorized representatives of the ECIBCTC and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

**10.2** Each ECIBCTC affiliate, which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

**10.3** The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

**10.4** The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

## **ARTICLE 11 - DISPUTES AND GRIEVANCES**

**11.1** This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruption, delays, or work stoppages.

**11.2** The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article, except when any craft which has a no strike, no lockout grievance procedure which results in final and binding arbitration, then they shall use their local grievance procedures to settle such disputes.

**11.3** Any questions or dispute arising out of and during the term of this Project Agreement (other than Trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3)



working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE 12 - JURISDICTIONAL DISPUTES**

12.1 As used in this Agreement, the term “jurisdictional dispute” shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor’s contractual relationship to any other employer, contractor or organization on the site.

12.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner, each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

- (b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph (2b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator's decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.
- (d) A jurisdictional dispute may be submitted upon a pre-job assignment.
- (e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by "automatic default".
- (f) Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 12.2(a) & 12.2(b) and proceed directly to an expedited arbitration hearing.

**12.3** The signatory parties to this Agreement agree that all jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge

## **ARTICLE 13 - WORK STOPPAGES AND LOCKOUTS**

**13.1** During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

**13.2** The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

**13.3** No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

**13.4** Neither the ECIBCTC nor its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

**13.5** In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified.

- (a) The party invoking this procedure shall notify an individual to be *mutually agreed* upon; whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- (b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) after the telegraph notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to

participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

#### **ARTICLE 14 - GENERAL SAVINGS CLAUSE**

**14.1** If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Employer and the Union shall suspend the operation of such Article and provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

#### **ARTICLE 15 - TERM OF AGREEMENT**

**15.1** This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

## Project Name & Contractor Signature Page

Project Name \_\_\_\_\_

IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor Signature \_\_\_\_\_

East Central Illinois Building &  
Construction Trades Council (ECIBCTC)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**ECIBCTC President by resolution and  
authority of the signatory trade unions of  
the Local Economic Growth Initiative  
Tripartite**

Company Name \_\_\_\_\_

Asbestos Workers LU #18  
Bricklayers & Tilesetters LU #8  
Boilermakers LU #60  
Carpenters LU #243  
Electricians LU #601  
Elevator Constructors LU #55  
Glaziers LU #1168  
Ironworkers LU #380  
Laborers LU #703  
Millwrights LU #1051  
Operating Engineers LU #841  
Painters LU #363  
Plasterers & Cement Masons LU #143  
Plumbers & Steamfitters LU #149  
Road Sprinkler Fitters LU #669  
Roofers LU #97  
Sheet Metal Workers LU #218  
Teamsters LU #26

Address \_\_\_\_\_

City, State, Zipcode \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

# Participation Agreement

*The undersigned Project Contractor, Contractor or subcontractor, subcontracting to*

\_\_\_\_\_ agrees to be bound to the attached

Project Agreement negotiated between \_\_\_\_\_ and the  
East Central Illinois Building and Construction Trades Council.

\_\_\_\_\_  
**Project Contractor, Contractor, Subcontractor**

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

**Signatures for the Unions:**

\_\_\_\_\_  
Asbestos Workers LU #18 Date  
International Association of Heat & Frost  
Insulators

\_\_\_\_\_  
Glaziers LU #1168 Date  
International Brotherhood of Painters & Allied  
Trades

\_\_\_\_\_  
Bricklayers & Tilers LU #8 Date  
International Union of Bricklayers & Allied  
Craftworkers

\_\_\_\_\_  
Ironworkers LU #380 Date  
International Association of Bridge, Structural  
& Ornamental Iron Workers

\_\_\_\_\_  
Boilermakers LU #60 Date  
International Brotherhood of Boilermakers, Ironship  
Builders, Blacksmiths, Forgers and Helpers

\_\_\_\_\_  
Laborers' LU #703 Date  
Laborers' International Union of North  
America Laborers

\_\_\_\_\_  
Carpenters LU #243 Date  
United Brotherhood of Carpenters  
& Joiners of America of Mid Central  
Illinois Regional Council

\_\_\_\_\_  
Millwrights LU #1051 Date  
United Brotherhood of Carpenters & Joiners of  
America of Mid Central Illinois Regional Council

\_\_\_\_\_  
Electricians LU #601 Date  
International Union of Electrical Workers

\_\_\_\_\_  
Operating Engineers LU #841 Date  
International Union of Operating Engineers

\_\_\_\_\_  
Elevator Constructors LU #55 Date  
International Union of Elevator Constructors

\_\_\_\_\_  
Painters LU #363 Date  
International Brotherhood of Painters & Allied  
Trades

Signatures for the Unions:  
(continued):

---

Plasterers & Cement Masons LU #143      Date  
Operative Plasterers & Cement Masons' International  
Association of the United States and Canada

---

Roofers LU #97      Date  
United Union of Roofers Waterproofers & Allied  
Workers

---

Plumbers & Steamfitters LU #149      Date  
United Association of Journeymen & Apprentices of  
the Plumbing & Pipe Fitting Industry of the United  
States & Canada

---

Sheet Metal Workers LU #218      Date  
Sheet Metal Workers International Association

---

Road Sprinkler Fitters LU #669      Date  
United Association of Journeymen & Apprentices of  
the Plumbing & Pipe Fitting Industry of the United  
States & Canada

---

Teamsters LU #26      Date  
International Brotherhood of Teamsters



## ADDENDUM A: Union Contact List

### **Boilermakers LU #60**

#### **Cooper, Kirk W.**

Company: Boilermakers LU #60  
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### **Boilermakers LU #60**

#### **Lusk, Gary**

Company: Boilermakers LU #60  
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### **Boilermakers LU #60**

#### **Nelsen, Matthew D.**

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E-mail: [mnelsen@boilermakers60.org](mailto:mnelsen@boilermakers60.org)

### **Bricklayers & Tile Setters LU #8**

#### **Spence, Peter**

Company: Bricklayers & Tile Setters LU #8  
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### **Bricklayers & Tile Setters LU #8**

#### **Toenjes, Dave**

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### **Carpenters LU #243**

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### **Carpenters LU #243**

#### **Nelson, Donald**

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### **Elevator Constructors LU #55**

#### **Thompson, Mike**

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**Heat & Frost Insulators LU #18****Smith, Jason B.**

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**IBEW LU #601****Hoss, Charlie**

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**IBEW LU #601****Rubenacker, Frank**

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**Ironworkers LU #380****Diskin, Sam (Brian)**

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**Laborers Local #703****Davenport, Russell "Rusty"**

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**Laborers Local #703****Roedl, Jimmy**

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**Laborers LU #751****Smith, Mike**

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**Millwrights LU #1051****Hodgson, Nathan**

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**Operating Engineers LU #841****Wombles, Mike**

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**Painters LU #363****Anderson, Chad**

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**Plasterers & Cement Masons LU #143****Butler, Chris**

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**Plasterers & Cement Masons LU #143****Mozingo, Jeff**

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**Plumbers & Steamfitters LU #149****Langendorf, Matt**

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**Plumbers & Steamfitters LU #149****Sage, Kevin**

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**Road Sprinkler Fitters #669 District #11  
Woller, Keith**

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**Roofers LU #97  
Hardig, Jim**

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**Sheet Metal Workers LU #218  
Champion, Bob**

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**Teamsters LU #26  
Donovan, Tim**

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## Champaign County Board Goals and Initiatives Side-by-Side Comparison

### GOAL 1 – Champaign County is a High Performing Local Government Organization Committed to Open, Transparent Governance

<i>New Initiatives 2015</i>	<i>Current Initiatives</i>
Replace the County accounting system (9)	Upgrade and maintain technology systems <ul style="list-style-type: none"> <li>○ Financial management and accounting</li> <li>○ Technology communications</li> <li>○ Real estate tax cycle</li> <li>○ Integrated justice information</li> </ul>
Develop strategies for declining state support (8)	Make intergovernmental cooperation a goal in projects (e.g. - Mahomet Aquifer)
More commodity IT systems to the cloud to allow IT staff to focus on County systems and buy services when appropriate (8)	County Board contracts - allow for timely review by Board members; ensure that contracts are enforceable and written to protect and benefit the County
Discussion about moving to Home Rule County (4)	Succession planning for County Administration
Increase use of local expertise/UIUC (3)	
County Board day of service (2)	
Review and redesign the County website (2)	
Develop strategies for retention of County Administrator (2)	
Revise County budget adoption process <ol style="list-style-type: none"> <li>1. Budgets of independent boards to be voted separately (2)               <ol style="list-style-type: none"> <li>a. Mental Health Board</li> <li>b. DDB</li> <li>c. Ag Extension</li> </ol> </li> <li>2. Require outside boards to certify that board adhere to the County Personnel Policy at the time budgets are submitted (1)</li> </ol>	
Encourage professional development opportunities for staff (1)	
Encourage de-siloing of funding/proposals (1)	

**Champaign County Board Goals and Initiatives Side-by-Side Comparison**

**GOAL 2 – Champaign County Maintains High Quality Public Facilities and Highways**

<i>New Initiatives 2015</i>	<i>Current Initiatives</i>
Complete a long range Facilities Plan (10)	Development of comprehensive plan for county facilities and campuses, establishing goals and objectives; documenting maintenance repair and replacement with an emphasis on sustainable solutions and "orgreenic" concepts; developing annual appropriation for implementation of plan Study and plan to document long-term solutions for county jail facilities and operations through: <ul style="list-style-type: none"> <li>○ Assistance and planning from the criminal justice system officials</li> <li>○ Potential establishment of Citizens Advisory Committee</li> </ul>
Review all facilities current needs as well as ADA (8)	
Discuss and talk about the divestiture of the Nursing Home (6)	
Take action on the studies for the County Jail (5)	
Reuse part of the County campus to produce local crops (2)	
Renovation of Downton Jail and Reuse JDC for adults (1)	
Jail and Adult Assessment Center need to be together (1) Locations of the goals	

**GOAL 3 – Champaign County Promotes a Safe and Healthy Community**

<i>New Initiatives 2015</i>	<i>Current Initiatives</i>
Top to bottom review of Policies in Champaign County Health Department (9)	Financial solvency of the Nursing Home to ensure ongoing deliver of service Ongoing commitment to improving health insurance - through education, evaluation of benefits, and management of cost Delinquency prevention through funding of programming and appropriate services
Develop sustainable strategy for ensuring continuing availability of services by Champaign County Nursing Home (8)	
More intergovernmental cooperation for program planning and development (7)	
Review of Disaster Plans (5)	
Review all County Ordinances (4)	
Review of effectiveness and efficiency of Animal Control Department (3)	
Knowledge of Disaster Funding and what is in place for the County (0)	

**Champaign County Board Goals and Initiatives Side-by-Side Comparison**

**GOAL 4 – Champaign County is a County that Supports Balanced Growth**

<i>New Initiatives 2015</i>	<i>Current Initiatives</i>
Explore alternative sources of revenue for Facilities maintenance and new (4)	Ongoing monitoring and review of County Economic Development Policy
No new startup programs that cannot be sustained (3)	County-wide referendum to offer the opportunity of electricity aggregation for residential and small businesses
More intergovernmental cooperation in planning of undeveloped land (2)	
More intergovernmental cooperation for areas outside of municipal boundaries for maintenance (2)	

**OTHER GOALS - SUGGESTIONS**

<i>New Goals – Suggestions 2015</i>	
Champaign County has valued natural resources and has a commitment to balancing economic development and protecting the environment – doesn't appear in the plan	
Safe rural transportation system	
Justice	

**OTHER INITIATIVES**

<i>New Initiatives 2015</i>	
Review MPA contract more closely (9)	
Develop statement of core mandated services (7)	
Develop energy reduction plans for both conservation and savings (5)	
Adult Assessment Center (4)	
Explore consolidation of county offices to generate savings (3) Goal 1	
Consider alternative-based bail system (3)	
More collaboration with Non-profits in general (3)	
Renovation of Downtown Jail for youth (2)	
Think more regionally (2)	
Update Land Resource Management Plan (2)	
Make Adult Assessment Center 1st (2) Action item from Jail studies	
Equitable provisions across the board for all board members (2) <i>Benefits and per diems-depends on ordinance-ordinance review</i>	
Use current JDC for adults (1)	