

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois
Thursday, February 24, 2022 – 6:30 p.m.

Shields-Carter Meeting Room/Zoom
Brookens Administrative Center
1776 East Washington Street, Urbana, Illinois

Pursuant to the Governor's Executive Order establishing a pandemic disaster in the State of Illinois that covers the County of Champaign, and the County Executive's determination that holding this meeting in person is not prudent at this time due to health concerns with rising numbers of COVID-19 cases and hospitalizations being reported in the county, this meeting will be held remotely via zoom. Public comment also will be taken remotely. The public may watch the meeting live or via recording on the County's [YouTube Channel](#).

Agenda Items

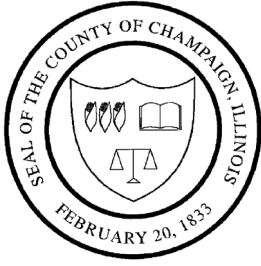
Page #

- I. Call To Order
- II. *Roll Call
- III. Prayer & Pledge of Allegiance
- IV. Read Notice of Meeting
- V. Approval of Agenda/Addenda
- VI. Date/Time of Next Regular Meetings
Standing Committees:
 - A. County Facilities Committee Meeting
Tuesday, March 8, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
 - B. Environment & Land Use Committee
Thursday, March 10, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
 - C. Highway & Transportation Committee Meeting
Friday, March 11, 2022 @ 9:00 a.m.
1605 E Main Street, Urbana**Committee of the Whole:**
 - A. Justice & Social Services; Policy, Personnel & Appointments; Finance
Tuesday, March 15, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room**County Board:**
 - A. Regular Meeting
Thursday, March 24, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
- VII. Public Participation
 - Being accepted remotely through Zoom – for instructions go to:
http://www.co.champaign.il.us/CountyBoard/CB/2022/220224_Meeting/220224_Zoom_Instructions.pdf
- VIII. *Consent Agenda 1-50
- IX. Communications
- X. Approval of Minutes
 - A. January 24, 2022 – Regular Meeting 51-57
- XI. Standing Committees:
 - A. Highway & Transportation
Summary of Action Taken February 4, 2022 Meeting 58-59

B. County Facilities	
<i>Summary of Action Taken February 8, 2022 Meeting</i>	60
C. Environment and Land Use Committee	
<i>Summary of Action Taken February 10, 2022 Meeting</i>	61-62
XII. Areas of Responsibility	
<i>Summary of Action Taken February 15, 2022 at Committee of Whole Meeting (Justice & Social Services; Finance; Policy, Personnel, & Appointments)</i>	63-67
A. Justice and Social Services	
1. Adoption of Resolution No. 2022-38 directing the County Board to modify the Animal Control Ordinance	68-72
XIII. New Business	
A. Adoption of Resolution No. 2022-39 authorizing payment of claims	73
B. Adoption of Resolution No. 2022-40 authorizing purchases not following purchasing policy	74-75
XIV. Other Business	
A. American Rescue Plan Act	
1. Adoption of Resolution No. 2022-41 authorizing Intergovernmental Agreements with: The Urbana & Champaign Sanitary District, The Village of Mahomet, and the Sangamon Valley Public Water District for assistance with residential water/wastewater account balances	76-91
2. Adoption of Resolution No. 2022-42 authorizing award of contract to NICE Systems, Inc for a Digital Evidence Management System, pursuant to RFP 2021-011	92-119
XV. Discussion/Information Only	
A. Update from the Broadband Task Force – Brad Uken	
B. ARPA funding for COVID testing and update on FY21 out-of-county prisoner boarding	120
C. Update from ARPA Project Manager	121-136
• Non-profit assistance (immigrant communities) – New American Welcome Center contract	
• Water projects	
XVI. Adjourn	

*Roll call
**Roll call and 15 votes
***Roll call and 17 votes
****Roll call and 12 votes
Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois
Thursday, February 24, 2022 - 6:30 p.m.

Shields-Carter Meeting Room/Zoom
Brookens Administrative Center
1776 E. Washington Street, Urbana, IL 61802

Consent Agenda Items

Page

A. Highway & Transportation

1. Adoption of Resolution No. 2022-13 approving appropriation of funds from the County Bridge Fund, Crittenden Township, #21-08118-00-BR 1-3
2. Adoption of Resolution No. 2022-14 approving appropriation of funds from the County Bridge Fund, Crittenden Township, #21-08119-00-BR 4-6
3. Adoption of Resolution No. 2022-15 appropriating \$600,000 from County Bridge funds for the replacement of structure #010-4033 Urbana Township, High Cross Road, #18-30057-00-BR 7-8
4. Adoption of Resolution No. 2022-16 granting authority for the County Clerk to certify and submit a resolution requesting reappointment of the County Engineer on behalf of Champaign County 9-10

B. Environment and Land Use

1. Adoption of Resolution No. 2022-17 authorizing agreement to use State Farm Center Parking lot for IEPA One-Day Household Hazardous Waste Collection on April 9, 2022 11-14
2. Adoption of Resolution No. 2022-18 approving agreement between Champaign County, Parkland College and A-Team Recyclers regarding the Residential Electronics Collections on May 21, 2022 and October 15, 2022 15-26
3. Adoption of Resolution No. 2022-19 approving Champaign County Opt-In Form to Illinois EPA to participate in Manufacturer E-Waste Program in 2023 27-29

C. Policy, Personnel & Appointments

1. Adoption of Resolution No. 2022-20 appointing Phil Fiscella to the Champaign-Urbana Mass Transit District Board, term ending 12/31/2026 30
2. Adoption of Resolution No. 2022-21 appointing Rachel Voss to the Rural Transit Advisory Group, term ending 12/31/2022 31
3. Adoption of Resolution No. 2022-22 appointing Lori Larson to the Rural Transit Advisory Group, term ending 12/31/2022 32
4. Adoption of Resolution No. 2022-23 appointing Mary Sleeth to the Rural Transit Advisory Group, term ending 12/31/2022 33
5. Adoption of Resolution No. 2022-24 appointing Nathan Montgomery to the Rural Transit Advisory Group, term ending 12/31/2022 34
6. Adoption of Resolution No. 2022-25 appointing Tawanna Nickens to the Rural Transit Advisory Group, term ending 12/31/2022 35
7. Adoption of Resolution No. 2022-26 appointing John Ehmen to the #10 Town of Ogden Drainage District, term ending 8/31/2023 36

D. Finance

1. Adoption of Resolution No. 2022-27 approving Budget Amendment 21-00069 Fund 611 County Clerk Surcharge Fund / Dept 022 County Clerk Increased Appropriations: \$760 Increased Revenue: \$760 Reason: To cover final surcharge funds for 2021 death certificate surcharges to IL Dept. of Public Health 37

2. Adoption of Resolution No. 2022-28 approving Budget Amendment 21-00070 38
Fund 080 General Corporate / Dept 031 Circuit Court
Increased Appropriations: \$239
Increased Revenue: \$0
Reason: Request increased appropriation to our regular full-time employees line to remedy the overdrawn line for an employee payout
3. Adoption of Resolution No. 2022-29 approving Budget Amendment BUA 2022/1/62 39
Fund 1080 General Corporate / Dept 075 General County
Increased Appropriations: \$28,520
Increased Revenue: \$0
Reason: Amendment necessary for 2020 audit services incomplete at the end of FY 2021, to be paid for in FY 2022
4. Adoption of Resolution No. 2022-30 approving Budget Amendment BUA 2022/1/346 40
Fund 8850 GIS Consortium / Dept 111 GIS Operations and Administration
Increased Appropriations: \$1,790
Increased Revenue: \$0
Reason: Amendment necessary for 2020 audit services incomplete at the end of FY2021, to be paid for in FY2022
5. Adoption of Resolution No. 2022-31 authorizing an Intergovernmental Agreement for animal control services with the Village of Tolono 41
6. Adoption of Resolution No. 2022-32 authorizing an Intergovernmental Agreement for animal control services with the Village of Savoy 42
7. Adoption of Resolution No. 2022-33 authorizing an Intergovernmental Agreement for animal control services with the City of Urbana 43
8. Adoption of Resolution No. 2022-34 amending the schedule of authorized positions for Champaign County Animal Control 44
9. Adoption of Resolution No. 2022-35 approving Budget Amendment BUA 2022/2/11 45-46
Fund 2091 Animal Control / Dept 247 Animal Warden Services
Fund 2091 Animal Control / Dept 248 Animal Impound Services
Increased Appropriations: \$115,636
Increased Revenue: \$54,553
Reason: New contracts added and additional appropriation needed. See attached memo for more details
10. Adoption of Resolution No. 2022-36 abating certain taxes hereto levied to pay the principal of and interest on various outstanding bonds of the County of Champaign, Illinois 47-49
11. Adoption of Resolution No. 2022-37 authorizing the County Executive to assign a mobile home tax sale certificate of purchase, permanent parcel 20-040-0061 50

RESOLUTION NO. 2022-13

WHEREAS, the County Board finds that based on the representations in the attached Petition, it is required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements and shall show the division of cost between the County and the Crittenden Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Crittenden Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of February 2022.

Kyle Patterson, Chair
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

PETITION

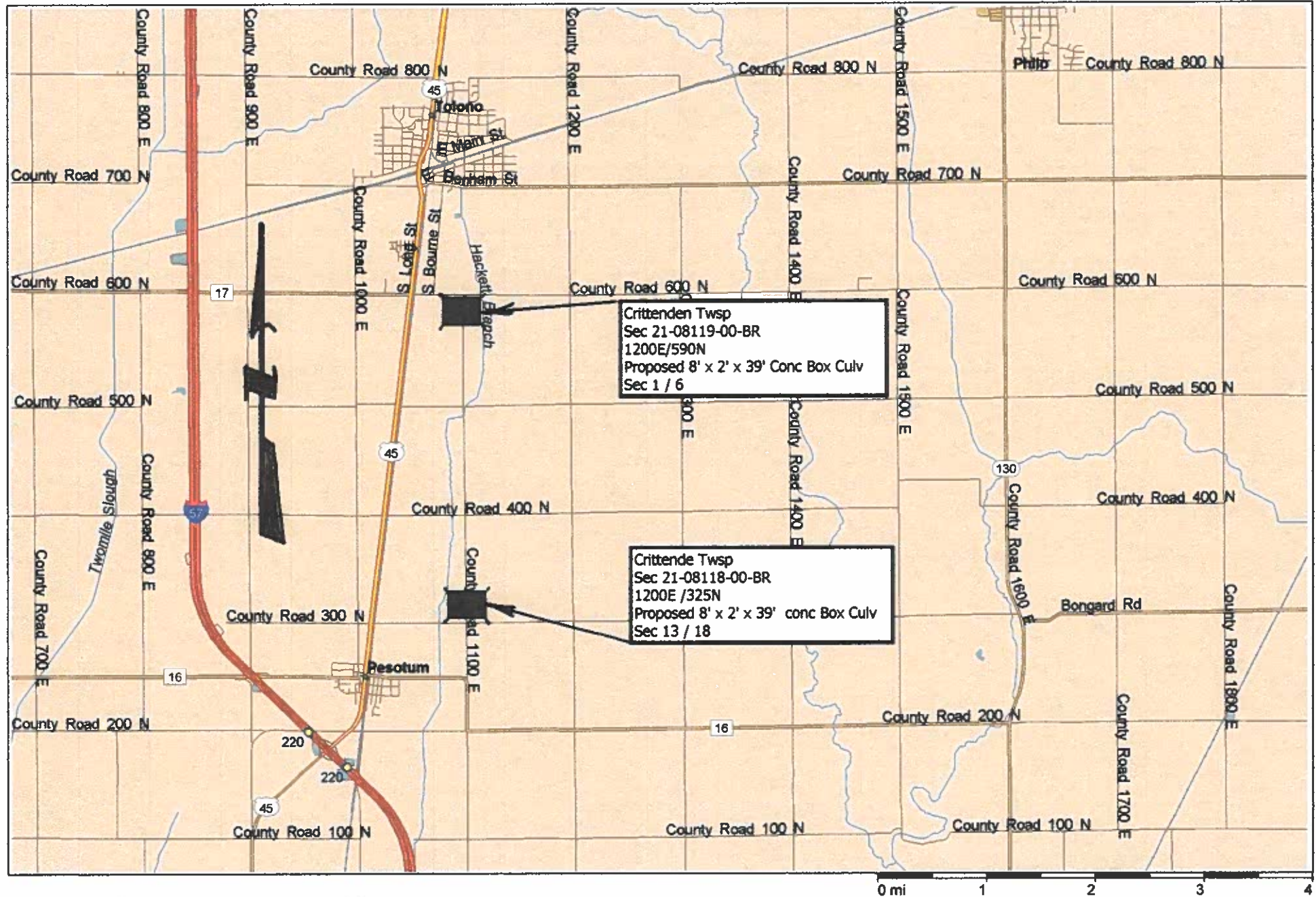
Petitioner, Ray Hettinger, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Crittenden Road District, Champaign County, Illinois; and
2. There is a structure located between Sections 13 and 18, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$34,400.00, which will be more than .02% of the value of all the taxable property in the Crittenden Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Crittenden Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Crittenden Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

Ray Hettinger
Commissioner of Highways of
Crittenden Road District,
Champaign County, Illinois

CRITTENDEN TOWNSHIP CULVERTS SEC 21-08118-00-BR & SEC 21-08119-00-BR



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LOCATION MAP

RESOLUTION NO. 2022-14

WHEREAS, the County Board finds that based on the representations in the attached Petition, it is required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements and shall show the division of cost between the County and the Crittenden Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Crittenden Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of February 2022.

Kyle Patterson, Chair
Champaign County Board

Approved: _____
Darlene A. Kloeppe, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

PETITION

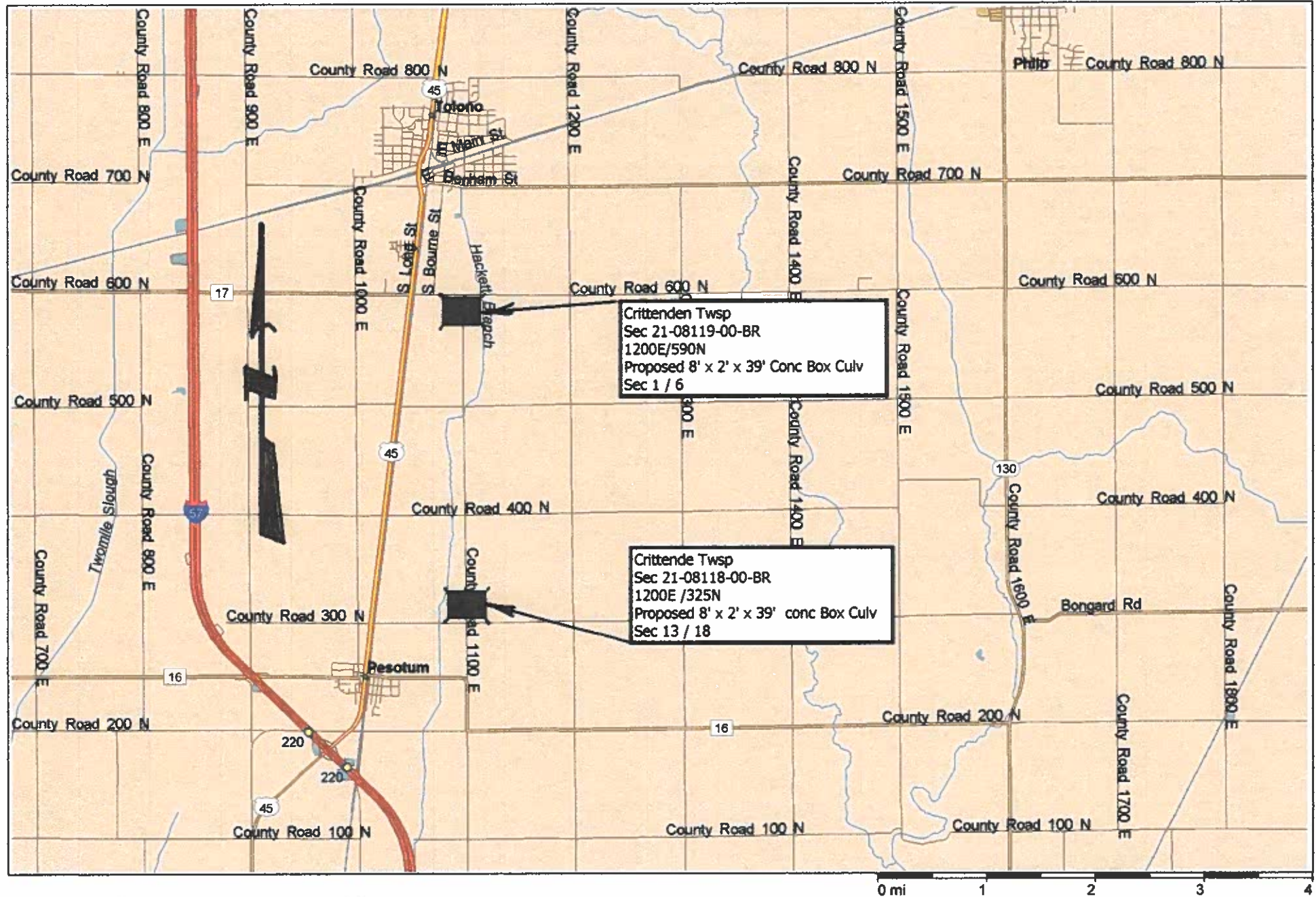
Petitioner, Ray Hettinger, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Crittenden Road District, Champaign County, Illinois; and
2. There is a structure located between Sections 1 and 6, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$34,400.00, which will be more than .02% of the value of all the taxable property in the Crittenden Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Crittenden Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Crittenden Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

Ray Hettinger
Commissioner of Highways of
Crittenden Road District,
Champaign County, Illinois

CRITTENDEN TWSP CULVERTS SEC 21-08118-00-BR & SEC 21-08119-00-BR



Crittenden Twsp
 Sec 21-08119-00-BR
 1200E/590N
 Proposed 8' x 2' x 39' Conc Box Culv
 Sec 1 / 6

Crittende Twsp
 Sec 21-08118-00-BR
 1200E /325N
 Proposed 8' x 2' x 39' conc Box Culv
 Sec 13 / 18

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LOCATION MAP

RESOLUTION NO. 2022-15

RESOLUTION APPROPRIATING \$600,000 FROM
COUNTY BRIDGE FUNDS
FOR THE REPLACEMENT OF STRUCTURE #010-4033
URBANA TOWNSHIP, HIGH CROSS ROAD
SECTION #18-30057-00-BR

WHEREAS, Structure #010-4033 on High Cross Road over the Saline Branch Drainage Ditch is in poor condition and is inadequate to serve the needs of the traveling public; and

WHEREAS, To insure the safety of the traveling public, it is necessary that said bridge be replaced; and

WHEREAS, The increased cost above the original appropriation for replacing the aforesaid bridge is \$600,000.00; and

WHEREAS, The Highway and Transportation Committee recommends that said replacement be performed; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Six Hundred Thousand Dollars (\$600,000.00) from County Bridge Funds for this replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of February 2022.

Kyle Patterson, Chair
Champaign County Board

Approved:

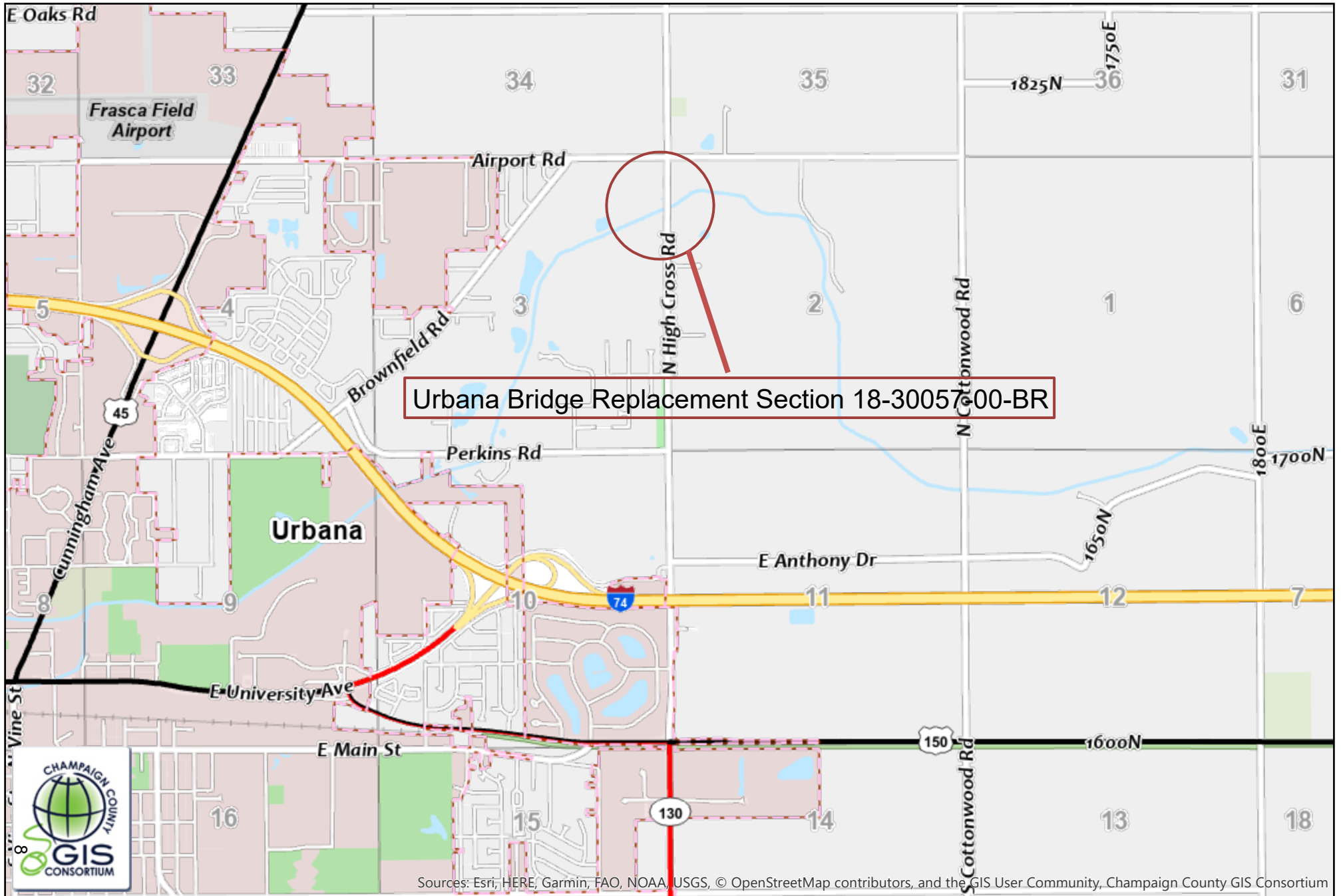
Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____

Prepared by: Jeff Blue, County Engineer

High Cross Road Bridge Replacement



Urbana Bridge Replacement Section 18-30057-00-BR



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Champaign County GIS Consortium

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This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGISC), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.



RESOLUTION NO. 2022-16

RESOLUTION GRANTING AUTHORITY FOR THE COUNTY CLERK TO CERTIFY AND SUBMIT A RESOLUTION REQUESTING REAPPOINTMENT OF THE COUNTY ENGINEER ON BEHALF OF CHAMPAIGN COUNTY

WHEREAS, The term of the Champaign County Engineer is set to expire on October 11, 2022; and

WHEREAS, IDOT form BLR 02120, "Resolution Requesting consent to the Reappointment of the Incumbent County Engineer" must be submitted to the Illinois Department of Transportation and approved by IDOT prior to reappointment of the County Engineer; and

WHEREAS, it is in the best interest of Champaign County to reappoint the County Engineer for the term of October 12, 2022 to October 11, 2028.

NOW, THEREFORE, BE IT RESOLVED, by the Champaign County Board that the County Clerk is hereby directed to transmit two certified originals of BLR 02120 to the district office of the Illinois Department of Transportation requesting consent to reappoint the incumbent County Engineer Jeff Blue; and

BE IT FURTHER RESOLVED, That BLR 02120 shall be attached and made part of this resolution.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 24th Day of February, A.D., 2022.

Kyle Patterson, Chair
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____



WHEREAS, a vacancy _____ will exist on 10/12/22 in the office of County Engineer in Champaign
Date County

Illinois due to the expiration of the six-year term of office of the incumbent County Engineer Jeff Blue _____, and
Name of Incumbent

WHEREAS, in accordance with 605 ILCS 5/5-201, the County Board must submit to the Department of Transportation before the reappointment of the incumbent can be made.

THEREFORE, BE IT RESOLVED that the County Board of Champaign County does hereby request the consent of the
County

Department of Transportation to the reappointment of Jeff Blue _____ as County Engineer, and
Name of Incumbent

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified originals of this resolution to the district office of the Department of Transportation.

I Aaron Ammons _____ County Clerk in and for said County of Champaign in the State of Illinois, and
Name of Clerk County
keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Champaign at a meeting held on 02/24/22.
County Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature

RESOLUTION NO. 2022 - 17

RESOLUTION AUTHORIZING AGREEMENT TO USE STATE FARM CENTER PARKING LOT FOR ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY HOUSEHOLD HAZARDOUS WASTE COLLECTION ON APRIL 9, 2022

WHEREAS, the Illinois Environmental Protection Agency will sponsor a One-Day Household Hazardous Waste Collection event to be held on April 9, 2022, at the University of Illinois State Farm Center, South East Quad parking lot in Champaign, Illinois; and

WHEREAS, the County of Champaign, as coordinator arranging for the use of a local host site for the Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection, is required by the University of Illinois State Farm Center, to enter into the attached State Farm Center Parking Lot Permit; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Executive to execute the Agreement between the County of Champaign and the University of Illinois State Farm Center to allow for the use of the South East Quad Parking Lot for the Illinois Environmental Protection Agency One-Day Household Hazardous Waste Collection to be held on April 9, 2022.

PRESENTED, APPROVED, AND RECORDED this 24th day of February, A. D., 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____



STATE FARM CENTER PARKING LOT PERMIT

This agreement (“Agreement”) is made and entered into as of the date of final, executing signature, by and between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its State Farm Center (“University”) and Champaign County Department of Planning & Zoning (“Licensee”), a division of county government in Champaign County, Illinois.

1. **Description of Event.** Household Hazardous Waste One-Day Collection, open to the public, to be set up on April 8, 2022 and held on April 9, 2022 (“Event”).

2. **University’s Provision of Services and Use of Premises.** University will provide to Licensee the nonexclusive use of the following University premises:

State Farm Center: Access to the SE Quad Lot

University will grant Licensee access to and use of the premises from 8:00 a.m. on April 8 to provide for set up. Site shall be cleared of all vehicles, staff, and materials by 11:00 p.m. on April 9. Licensee shall ensure that use of University’s premises under this Agreement does not interfere with University’s use of the premises. Licensee may, with University’s approval, supplement the security provided by University with other security in and around the premises. Licensee will ensure that such security will fully cooperate with and will coordinate its activities with the security supervisor provided by University.

3. **Licensee’s Specific Event Duties.** Licensee or its agents shall manage all Event activities. Licensee hereby agrees that costs for repairs to any University property damage (including, but not limited to, oil leaks and tent holes in sod) shall be borne entirely by Licensee. Licensee further agrees and understands that no cars are to be left on University property overnight. Any cars left overnight are at the risk of Licensee and car owner and University shall not be responsible for any damage to cars left overnight.

4. **Sale of Food and Beverage.** No food or beverage will be sold or consumed as part of this event.

5. **Fees/Reimbursement of Expenses/Remittance.** For use of University premises, Licensee will pay University a fee of \$1000.00. In addition, Licensee shall reimburse University for personnel, additional expenses incurred, and equipment required for the Event. No later than fourteen days after the Event, University will deliver to Licensee a final invoice of actual costs incurred by University. Licensee shall pay the amount due to University no later than 30 days after Licensee’s receipt of an invoice. When making payment, Licensee will: (a) remit by check payable to the “University of Illinois”; (b) reference this Agreement and the applicable invoice being paid; and (c) mail to the address listed on the invoice.

6. **Permits.** Licensee shall be responsible for obtaining all legal permits and other authorizations required for the event.

7. **Cancellation.** If the Event is cancelled or does not occur for any reason other than a force majeure event, including but not limited to, natural disasters, strikes, fires, war, terrorism or threats of terrorism, government actions, and acts or omissions of third parties, Licensee shall pay University for all actual costs incurred by University in preparation for the Event.

University in its sole discretion may cancel or relocate the Event for reasons of public safety, which include but are not limited to inclement weather.

8. **Insurance.** Prior to the Event, Licensee shall submit proof of commercial general liability insurance coverage for the Event that covers bodily injury and property damage liability arising out of the locations/venues and activities of this Event. Licensee also shall ensure that the policy names the Board of Trustees of the University of Illinois as an additional insured on a primary and non-contributory basis, covering all activities related to the Event and to include all University locations/venues where Event activities are being conducted.
9. **Indemnification.** Licensee shall indemnify and hold harmless University and University's trustees, agents, and employees against all loss, damage, and expense that they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the Event or arising in any manner from the negligent or intentional acts or omissions of Licensee.
10. **Use of Name.** Licensee shall not, and shall ensure that its agents do not, use the name of or any symbol identified with University or conduct its affairs in such a manner as to imply to anyone dealing with it that it is an official agency or part of University. Licensee may use University's name to make factual statements about the event. In no instance shall Licensee use University's name in such a way as to imply an explicit or implicit endorsement of Licensee by University, per University's Campus Administrative Manual at Section III-16 (<http://cam.illinois.edu/iii/iii-16.htm>).
11. **Compliance.** Licensee shall be responsible for the conduct of activities on University premises and shall ensure that all conduct by its invitees is in accordance with the University's Campus Administrative Manual (<http://www.cam.illinois.edu>) and this Agreement. Specific attention should be paid to Section VIII-1, "Use of University Premises and Facilities on the Urbana-Champaign Campus" at <http://cam.illinois.edu/viii/VIII-1.htm>; and Section V-B-2.1 on "Smoke-Free Campus" at <http://cam.illinois.edu/v/v-B-2.1.htm>.
12. **Notices and Payments.**
 - a. *To Licensee:* Susan Monte, Champaign County Department of Planning and Zoning, Urbana, IL
 - b. *To University:* John Marquardt, State Farm Center, 1800 S. First Street, Champaign, IL 61820
13. **No partnership.** The parties do not intend for this Agreement to create an agency, employment, partnership, or joint venture relationship.
14. **Governing Law.** This Agreement shall be interpreted under the laws of the State of Illinois.
15. **Entire Agreement.** This writing and its incorporated references and attachments contain the entire agreement of the parties concerning the subject matter of the Event.

- 16. **Amendments.** No Amendment of this Agreement will be valid unless made in writing and signed by the parties.
- 17. **Authority.** Each person signing this Agreement represents that he or she has the full authority to bind the party represented to a contract.
- 18. **COVID-19.** The parties agree to implement and follow protocol and other precautions as set forth in accordance with the State of Illinois and the Illinois Department of Public Health.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

**Champaign County Department of Planning
and Zoning**

By: _____
Paul N. Ellinger, Interim Comptroller

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2022-18

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, PARKLAND COLLEGE, AND A-TEAM RECYCLERS WITH REGARD TO RESIDENTIAL ELECTRONICS COLLECTIONS TO BE HELD IN 2022

WHEREAS, the County of Champaign is serving as coordinator for the Residential Electronics Collections scheduled to be held on May 20-21, 2022 and October 14-15, 2022; and

WHEREAS, the Champaign County Board is informed that the Residential Electronics Collections planned to occur in 2022 are the only known options available in Champaign County to residents of participating communities in Champaign County to bring their unwanted cathode-ray-tube televisions, wood console televisions of any size, or projection televisions for recycling at no cost to the resident; and

WHEREAS, Champaign County opted-in to participate in the manufacturers e-waste program for the Illinois Environmental Protection Agency Program Year 2022 under the Consumer Electronics Recycling Act (415 ILCS 151/); and

WHEREAS, an agreement has been prepared between the County of Champaign, Parkland College (as host site), and A-Team Recyclers, LLC (as collector) documenting the responsibilities of each of the parties with regard to the Residential Electronics Collection events to be held in 2022.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Executive to execute the Agreement between the County of Champaign, Parkland College, and A-Team Recyclers, LLC regarding the planned 2022 Residential Electronics Collection events.

PRESENTED, APPROVED, AND RECORDED this 24th day of February, A.D., 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT
2022 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2022 Residential Electronics Collection extended event (“Coordinator”), A-Team Recyclers (“Collector”), and Parkland College (“Host Site”), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collection events scheduled to take place in 2022. The set-up for the event will start on Friday, May 20, 2022, and the event will take place and end on Saturday, May 21, 2022. The set-up for the second event will start on Friday, October 14, 2022, and the event will take place and end on Saturday, October 15, 2022.

Section 2. Collection Event Schedule

- 2-1. The set-up for the event will start on Friday, May 20, 2022, and the event will take place and end on Saturday, May 21, 2022. The set-up for the second event will start on Friday, October 14, 2022, and the event will take place and end on Saturday, October 15, 2022.
- 2-2. For both Residential Electronics Collection events, Saturday appointments times will be filled prior to considering any expanding to provide for Friday afternoon appointment times. For each event, the advertised hours of the collection event will be, by appointment only, 7:00 a.m. – noon on Saturday, and then, as need be, noon – 3 p.m. on Friday.

Section 3. Access to Host Site

- 3-1. The Coordinator event staff, the Collector, and miscellaneous vendors will have access to the Parking Lots M-2, M3, and M-4 as follows:
 - A. For the first event on Friday, May 20, 2022, from 8:00 a.m. to 9:00 p.m., and Saturday, May 21, 2022, from 6:00 a.m. to 9:00 p.m.
 - B. For the second event on Friday, October 14, 2022, , from 8:00 a.m. to 9:00 p.m., and Saturday, October 15, 2022, from 6:00 a.m. to 9:00 p.m.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees as follows, for the extended collection event:

Agreement Between Collector, Coordinator, and Host Site

- A. To pay the Collector a one-time flat-rate collection fee of in the amount that may range from \$13,000 per event to a maximum of \$23,000 per event. Variables include whether sufficient community service workers are available to assist in unloading of vehicles during the event, whether the event is expanded include Friday afternoon collection appointments for residents or whether the event includes only Saturday morning collection appointments for residents.
- B. To pay the Collector a prorated charge on the shortfall in weight not to exceed \$600, if the average collection event weight per shipment is below 18,000 pounds.
- C. To participate in promoting each event, indicating: a four-TV limit per household; the need for residents to register online in advance to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection event.
- D. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- E. To provide sufficient event staff and volunteers at each event to:
 - 1) Safely direct vehicles through the collection area; and
 - 2) Pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers.

Section 5. Collector Services to be Provided

- 5-1. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A) with regard to the electronics devices collected at the planned extended collection event indicated in Section 2, during all times covered under this agreement.
- 5-2. For the one-time, flat-rate collection fee that ranges from \$13,000 to \$23,000 to be charged to the Coordinator for each event as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned extended collection event indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
 - A. The Collector will pre-arrange with the Electronic Manufacturers Recycling Management Company, LLC ("MRM") to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from MRM so

that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.

- B. If the Collector uses any additional packaging materials not provided by MRM, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by MRM.
 - C. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, for each event.
 - D. The Collector will supply necessary staff at the Host Site for each event as follows:
 - 1) If an event is expanded to include Friday afternoon online appointments for residents, for the first event, by 10 a.m. on Friday, May 20, 2022, and by 6:30 a.m. on Saturday, May 21, 2022; and, for the second event, by 10 a.m. on Friday, October 14, 2022, and by 6:30 a.m. on Saturday, October 15, 2022.
 - 2) If an event will include online appointments for residents only on Saturday morning, for the first event, by 6:30 a.m. on Saturday, May 21, 2022; and, for the second event, by 6:30 a.m. on Saturday, October 15, 2022.
 - E. Based on the best available information about the extended planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the MRM-designated recycler in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
 - F. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential CEDs in a manner consistent with the packaging instructions provided by MRM or MRM designee and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/1-45).
 - G. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks and shall strive to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.
- 5-3. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted items (working and non-working) at each event indicated in Section 2:

Cable and Satellite Receivers
Cameras
Cash Registers and Credit Card Readers
Cell Phones and Accessories
Chargers
Circuit Boards
Computer Servers
Computers and Computer Parts
Copiers/Printers/Scanners/Fax Machines/Typewriters
DVD/VHS Players
External Drives
Ferrous and Non-Ferrous Metals
Ink and Toner Cartridges
Laptops/Tablets/eReaders
Mice and Keyboards
Microwaves
Monitors: All Types
MP3/iPods/etc.
Networking Equipment: Modems, Switches, Routers, Hubs
Phones and Telecom Equipment
Projectors
Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
Stereos/Radios/Speakers
Televisions: All Types
Uninterrupted Power Supplies
Video Game Consoles
Wire, Cables and Christmas Lights

5-4. The Collector will not accept the following unaccepted items at each event indicated in Section 2:

Freon Containing Items (AC units, dehumidifiers)
Light Bulbs
Liquid Containing Items
Loose Alkaline Batteries (accepted while contained in electronic devices)
Thermostats
White Goods (refrigerators, freezers)
Wooden speakers or large speakers

5-5. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be available for each event.

- 5-6. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event, which the Coordinator staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the final day of each event.
- 5-7. The Collector will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. The Collector staff shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-9. For each event indicated in Section 2, if the MRM-designated recycler does not plan to completely remove all collected electronics materials from the Host Site by 9 p.m. on that Saturday, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on that Saturday within semitrailers or trucks provided by the MRM-designated recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the MRM-designated recycler, that the MRM-designated recycler completely remove and transport all electronics materials collected at the extended collection event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event indicated in Section 2. The Collector further agrees that if the MRM-designated recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-11. Reporting/Documentation of E-waste: The Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at the extended event, as soon as it becomes available and prior to January 1, 2023.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the extended event indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff, or

volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the MRM-designated recycler's facility in Shorewood, Illinois for further processing or transported directly to a manufacturer-funded electronics recycler.

- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks or trailers provided onsite by MRM-designated recycler, so that MRM-designated recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Collector pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Collector or its subcontractors under this Agreement. The Collector shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Collector, by signing this Agreement, warrants that the Collector, its employees, and its Collectors which will perform services requiring a license, will have and maintain any required license. However, the Collector may meet the license requirement through use of a subcontractor; provided however, the Collector's use of a subcontractor in that circumstance does not relieve the Collector of any obligations under the Agreement.
- 8-2. The Collector agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Collector and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or

destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.

- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Collector and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.
- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the extended collection event indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the MRM-designated recycler for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event.

Section 10. Liability and Insurance: Collector

- 10-1. The Collector agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Collector's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Collector shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Collector. Minimum acceptable coverage for bodily injury shall be

\$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Collector shall carry Worker's Compensation Insurance in amount required by laws.

- 10-3. The Collector assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Collector or any employee, agent, or representative of the Collector or its subcontractor. The Collector shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.
- 10-4. The Collector shall provide the Coordinator and Host Site with proof of such insurance one month prior to the collection event.

Section 11. No Smoking or Alcohol on Grounds

- 11-1. The Collector staff and Coordinator event staff and volunteers shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Collector's use of the premises, or that of Collector's employees or agents, then the Collector shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Collector's activities. Upon repair, Collector shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 24 hours.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host

Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 24 hours.

Section 13. Dangerous Materials

The Coordinator or Collector shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Collector's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Collector abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Collector for damages or any payment of any kind whatever, consider any personal property belonging to Collector and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Collector regarding the removal and disposal of the recycling materials within seven days following the extended collection event.

Section 17. Contact Information

Contact information for the Host Site is as follows:

Name: Parkland College Community College
Address: 2400 West Bradley Avenue, Champaign, IL 61821
Contact Person: James Bustard Title: Physical Plant Director
Contact's work phone: 217-351-2211, Extension 108

Contact information for the Coordinator is as follows:

Agreement Between Collector, Coordinator, and Host Site

Name: Champaign County
Address: 1776 E. Washington Street, Urbana, Illinois 61802
Contact person: Susan Monte Title: Champaign County Recycling Coordinator
Contact's work phone: 217-819-4127
Contact's cell phone: 217-600-1516

Contact information for the Collector is as follows:

Name: A-Team Recyclers
Address: 304 Gregory Court, Shorewood, IL 60404
Contact Person: James Larkin Title: Owner
Contact's work phone: 815-630-4308
Contact's cell phone: 815-600-3608

Section 18. Choice of Law

- 18-1. This Agreement and the Collector's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.
- 18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

- 19-1. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

- 20-1. The Coordinator, Host Site, or Collector, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

- 21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.
- 21-2. Notwithstanding the foregoing, the obligations of the Collector under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

- 22-1. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Collector, arising out of or relating to this Agreement or the breach thereof shall be

Agreement Between Collector, Coordinator, and Host Site

initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

23-1. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

24-1. The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Collector: James Larkin, Owner A-Team Recyclers	Date
--	------

Host Site: James Bustard, Physical Plant Director Parkland College	Date
---	------

Coordinator: Darlene A. Kloepffel, County Executive Champaign County, Illinois	Date
---	------

RESOLUTION NO. 2022-19

RESOLUTION APPROVING CHAMPAIGN COUNTY OPT-IN TO ILLINOIS ENVIRONMENTAL PROTECTION AGENCY TO PARTICIPATE IN THE MANUFACTURER EWASTE PROGRAM IN 2023

WHEREAS, the Illinois General Assembly and Governor enacted the Consumer Electronics Recycling Act (Public Act 100-433) on August 25, 2017; and

WHEREAS, the Consumer Electronics Recycling Act includes a convenience standard for permanent collection sites and/or one-day collection events that provides every county in the State of Illinois the opportunity to have a program for collecting Covered Electronic Devices (CEDs) from its residents; and

WHEREAS, a county, a municipal joint action agency, or a municipality with more than 1,000,000 residents may elect to participate in a manufacturer sponsored electronics collection program during program year 2023 if opting-in to participate prior to March 1, 2022; and

WHEREAS, the County of Champaign understands that it has specific duties and requirements pursuant to the Consumer Electronics Recycling Act to help coordinate the collection of CEDs and compliance with the sorting and loading requirements for CEDs.

NOW, THEREFORE, BE IT RESOLVED, that the County of Champaign has elected to participate in the Manufacturer Electronics Program in Illinois Environmental Protection Agency Program Year 2023 and has instructed County staff to complete and submit the necessary documentation by the deadline of March 1, 2022.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 24th day of February A.D., 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

Note: One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2023 (Due March 1, 2022)

County or Municipal Joint Action Agency Information

Name of County or
Municipal Joint Action Agency: Champaign County, Illinois
Street Address (line 1): Champaign County Department of Planning and Zoning
(line 2): 1776 E Washington Street
City: Urbana Zip Code: 61802 County: Champaign

Contact Information

First Name: Susan Last Name: Monte
Title: County Recycling Coordinator
Direct Phone: (217) 819-4127 Email: smonte@co.champaign.il.us

Proposed Collection Sites and/or Events


Pursuant to 415 ILCS 151/1-15 of the Consumer Electronics Recycling Act, counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2023. (Should additional locations be needed, click on the button provided to add more fields.)

Note: Sites and events must be located within the participating county or municipal joint action agency.
These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Site Event

Operator of Site or Event: Parkland College
Street Address of Location: 2400 West Bradley
City: Champaign Zip Code: 61822 County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:


At the Parkland College host site, Champaign County will coordinate a Residential Electronics Collection (REC) event on Saturday, May 21, 2022, between 8:00 a.m. and noon.
Residency requirement: Champaign County residents must reside in a participating municipality--one that is contributing to the 

Has this site or event operated in a previous program year? Yes No

If so, please enter the following information.

Collection Site Contact Name: Susan Monte
Collection Site Contact Phone: (217) 819-4127 Contact Email: smonte@co.champaign.il.us

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years, the County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC event. A-Team has great knowledge and experience regarding setting up and operating as a Collector at this large REC event at the Parkland College host site. 

Estimated Annual CED Collection (pounds): 139,727

Site Event

Operator of Site or Event: Parkland College

Street Address of Location: 2400 West Bradley

City: Champaign

Zip Code: 61822

County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

At the Parkland College host site, Champaign County will coordinate a Residential Electronics Collections (REC) event on Saturday, October 15, 2022 between 8:00 a.m. and noon.

Has this site or event operated in a previous program year? Yes No

If so, please enter the following information.

Collection Site Contact Name: Susan Monte

Collection Site Contact Phone: (217) 819-4127

Contact Email: smonte@co.champaign.il.us

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years, the County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC event. A-Team has great knowledge and experience regarding setting up and operating as a Collector at this large REC event at the Parkland College host site.

Estimated Annual CED Collection (pounds): 139,727

Recommended Recycler

Please identify the **recommended** recycler to be used for program year 2023. (Should additional recyclers be needed, click on the button provided to add more fields.)

Note: These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Name of Recycler: Dynamic/URT

Street Address: _____

City: _____

Zip Code: _____

County: _____

Direct Phone: _____

Email: _____

Certification of Authorized Government Official

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name: Darlene A. Kloeppe

Title: County Executive

Phone: (217) 384-3776

Email: dkloeppe@co.champaign.il.us

Signature

Date

RESOLUTION NO. 2022-20

RESOLUTION APPOINTING PHIL FISCELLA TO THE
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD

WHEREAS, The County Executive, Darlene Kloeppe, has submitted to the County Board her reappointment of Phil Fiscella to the Champaign-Urbana Mass Transit District Board; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3610/3.1;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Phil Fiscella to the Champaign-Urbana Mass Transit District Board for a term ending December 31, 2026; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Phil Fiscella, 1402 Raintree Woods Drive, Urbana Township, IL 61802.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppe, County Executive
Date: _____

RESOLUTION NO. 2022-21

RESOLUTION APPOINTING RACHEL VOSS TO THE
CHAMPAIGN COUNTY RURAL TRANSIT ADVISORY GROUP

WHEREAS, The County Executive, Darlene A. Kloepfel, has submitted to the County Board her reappointment of Rachel Voss to the Champaign County Rural Transit Advisory Group; and

WHEREAS, Such appointment requires the advice and consent of the County Board;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Rachel Voss to the Champaign County Rural Transit Advisory Group for a term ending December 31, 2022; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Rachel Voss, 1401 E. Mumford Drive, Urbana, IL 61801.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-22

RESOLUTION APPOINTING LORI LARSON TO THE
CHAMPAIGN COUNTY RURAL TRANSIT ADVISORY GROUP

WHEREAS, The County Executive, Darlene A. Kloepfel, has submitted to the County Board her reappointment of Lori Larson to the Champaign County Rural Transit Advisory Group; and

WHEREAS, Such appointment requires the advice and consent of the County Board;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Lori Larson to the Champaign County Rural Transit Advisory Group for a term ending December 31, 2022; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Lori Larson, 1001 Forestview Drive, Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-23

RESOLUTION APPOINTING MARY SLEETH TO THE
CHAMPAIGN COUNTY RURAL TRANSIT ADVISORY GROUP

WHEREAS, The County Executive, Darlene A. Kloepfel, has submitted to the County Board her reappointment of Mary Sleeth to the Champaign County Rural Transit Advisory Group; and

WHEREAS, Such appointment requires the advice and consent of the County Board;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Mary Sleeth to the Champaign County Rural Transit Advisory Group for a term ending December 31, 2022; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Mary Sleeth, 602 Woodland Drive, P.O. Box 66, St. Joseph, IL 61873.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-24

RESOLUTION APPOINTING NATHAN MONTGOMERY TO THE
CHAMPAIGN COUNTY RURAL TRANSIT ADVISORY GROUP

WHEREAS, The County Executive, Darlene A. Kloepfel, has submitted to the County Board her reappointment of Nathan Montgomery to the Champaign County Rural Transit Advisory Group; and

WHEREAS, Such appointment requires the advice and consent of the County Board;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Nathan Montgomery to the Champaign County Rural Transit Advisory Group for a term ending December 31, 2022; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Nathan Montgomery, 407 N. Harrison St., Philo, IL 61864.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-25

RESOLUTION APPOINTING TAWANNA NICKENS TO THE
CHAMPAIGN COUNTY RURAL TRANSIT ADVISORY GROUP

WHEREAS, The County Executive, Darlene A. Kloepfel, has submitted to the County Board her reappointment of Tawanna Nickens to the Champaign County Rural Transit Advisory Group; and

WHEREAS, Such appointment requires the advice and consent of the County Board;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Tawanna Nickens to the Champaign County Rural Transit Advisory Group for a term ending December 31, 2022; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Tawanna Nickens, 1212 Cambridge Drive, Rantoul, IL 61866.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-26

RESOLUTION APPOINTING JOHN EHMEN TO THE #10 TOWN OF OGDEN DRAINAGE DISTRICT

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her appointment of John Ehmen to the #10 Town of Ogden Drainage District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 605/4-1; and

WHEREAS, such appointment mandates that John Ehmen give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control, pursuant to 70 ILCS 605/4-4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of John Ehmen to the #10 Town of Ogden Drainage District for an unexpired term ending August 31, 2023; and

BE IT FURTHER RESOLVED that John Ehmen shall give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: John Ehmen, 2646 County Road 1900 N, Ogden, IL 61859.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-27

BUDGET AMENDMENT

February 2022

FY 2021

WHEREAS, The County Board has approved the following amendment to the FY2021 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2021 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2021 budget.

Budget Amendment #21-00069

Fund: 611 County Clk Surcharge Fund
Dept: 022 County Clerk

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
534.78 Remit Death Cert Surcharge	<u>760</u>
Total	760
Increased Revenue:	
341.49 Death Certif Surcharge	<u>760</u>
Total	760

REASON: To cover final surcharge funds for 2021 death certificate surcharges to IL Dept of Public Health

PRESENTED, ADOPTED, APPROVED by the County Board this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-28

BUDGET AMENDMENT

February 2022

FY 2021

WHEREAS, The County Board has approved the following amendment to the FY2021 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2021 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2021 budget.

Budget Amendment #21-00070

Fund: 080 General Corporate
Dept: 031 Circuit Court

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:
511.03 Reg. Full-Time Employees

239
Total 239

Increased Revenue:
None: from Fund Balance

0
Total 0

REASON: Request increased appropriation to our regular full-time employees line to remedy the overdrawn line for an employee payout

PRESENTED, ADOPTED, APPROVED by the County Board this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-29

BUDGET AMENDMENT

February 2022

FY 2022

WHEREAS, The County Board has approved the following amendment to the FY2022 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2022 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2022 budget.

Budget Amendment BUA 2022/1/62

Fund: 1080 General Corporate
Dept: 075 General County

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:
502001 Professional Services

28,520
Total 28,520

Increased Revenue:
None: from Fund Balance

0
Total 0

REASON: Amendment necessary for 2020 audit services incomplete at the end of FY2021, to be paid for in FY2022.

PRESENTED, ADOPTED, APPROVED by the County Board this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-30

BUDGET AMENDMENT

February 2022

FY 2022

WHEREAS, The County Board has approved the following amendment to the FY2022 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2022 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2022 budget.

Budget Amendment BUA 2022/1/346

Fund: 8850 GIS Consortium
Dept: III GIS Operations and Administration

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
502001 Professional Services	<u>1,790</u>
	Total 1,790

Increased Revenue:	
None: from Fund Balance	
	Total $\frac{0}{0}$

REASON: Amendment necessary for 2020 audit services incomplete at the end of FY2021, to be paid for in FY2022.

PRESENTED, ADOPTED, APPROVED by the County Board this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-31

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES WITH THE VILLAGE OF TOLONO

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. Seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter “County”) and the Village of Tolono (hereinafter “Village”) desire to cooperate for the best interests of the County and the Village; and

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

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

WHEREAS, Intergovernmental Agreement for Animal Control Services between the County and the Village (hereinafter “Agreement”) has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Executive to enter into an Intergovernmental Agreement for Animal Control Services with the Village of Tolono.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

ATTEST: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-32

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES WITH THE VILLAGE OF SAVOY

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. Seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter “County”) and the Village of Savoy (hereinafter “Village”) desire to cooperate for the best interests of the County and the Village; and

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

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

WHEREAS, Intergovernmental Agreement for Animal Control Services between the County and the Village (hereinafter “Agreement”) has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Executive to enter into an Intergovernmental Agreement for Animal Control Services with the Village of Savoy.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

ATTEST: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-33

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES WITH THE CITY OF URBANA

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. Seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter “County”) and the City of Urbana (hereinafter “City”) desire to cooperate for the best interests of the County and the City; and

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

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

WHEREAS, Intergovernmental Agreement for Animal Control Services between the County and the City (hereinafter “Agreement”) has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Executive to enter into an Intergovernmental Agreement for Animal Control Services with the City of Urbana.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

ATTEST: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-34

RESOLUTION AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS FOR
CHAMPAIGN COUNTY ANIMAL CONTROL

WHEREAS, the Champaign County Executive has requested the expansion of one existing vacant Half-Time Kennel Worker position to one Full-Time Animal Control Clerk/Kennel Worker position to the Animal Control Department Schedule of Authorized Positions, due to increased workloads and demands placed on the Animal Control Department; and

WHEREAS, The Finance Committee of the Whole recommends to the County Board approval of the addition of one Full-Time Animal Control Clerk/Kennel Worker position to the Schedule of Authorized Positions for the Animal Control Department and recommends the position be added to the AFSCME General Bargaining Unit in Grade Range D;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the addition of one Full-Time Animal Control Clerk/Kennel Worker position to the Schedule of Authorized Positions for the Animal Control Department and recommends the position be added to the AFSCME General Bargaining Unit in Grade Range D.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

ATTEST: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-35

BUDGET AMENDMENT

February 2022

FY 2022

WHEREAS, The County Board has approved the following amendment to the FY2022 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2022 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2022 budget.

Budget Amendment BUA 2022/2/11

Fund: 2091 Animal Control Dept: 247 Animal Warden Services
Fund: 2091 Animal Control Dept: 248 Animal Impound Services

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
247-800401 Equipment	51,107
247-501017 Equipment Less Than \$5000	11,700
247-500103 Regular Full-Time Employees	4,119
247-500108 Overtime	3,000
247-200301 Social Security - Employer	315
247-500302 IMRF - Employer Cost	217
247-500304 Workers' Compensation	308
247-501012 Uniforms	770
248-501012 Uniforms	1,000
248-500103 Regular Full-Time Employees	27,619
248-500301 Social Security - Employer	2,113
248-500302 IMRF - Employer Cost	1,453
248-500304 Workers' Compensation	2,063
248-500305 Unemployment Insurance	252
248-500306 Employee Health/Life Insurance	<u>9,600</u>
Total	115,636
Increased Revenue:	
247-400476 Other Intergovernmental	53,013
247-400901 Gifts and Donations	<u>1,540</u>
Total	54,553

REASON: New contracts added and additional appropriation needed.

PRESENTED, ADOPTED, APPROVED by the County Board this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-36

RESOLUTION ABATING CERTAIN TAXES HERETO LEVIED TO PAY THE PRINCIPAL OF AND INTEREST ON VARIOUS OUTSTANDING BONDS OF THE COUNTY OF CHAMPAIGN, ILLINOIS.

WHEREAS, the County Board (the “*Board*”) of The County of Champaign, Illinois (the “*County*”), by Ordinance Number 592 (the “*1999 Ordinance*”), did provide for the issue of \$23,800,000 General Obligation (Public Safety Sales Tax Alternate Revenue Source) Bonds, Series 1999 (the “*1999 Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 1999 Bonds; and

WHEREAS, the Board, by Ordinance Number 948 (the “*2014 Ordinance*”), did provide for the issue of \$9,795,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2014 (the “*2014 Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2014 Bonds; and

WHEREAS, the Board, by Ordinance Number 982 (the “*2016 Ordinance*” and collectively with the 1999 Ordinance and the 2014 Ordinance, the “*Bond Ordinances*”), did provide for the issue of \$3,775,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2016 (the “*2016 Bonds*” and collectively with the 1999 Bonds and the 2014 Bonds, the “*Outstanding Alternate Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2016 Bonds; and

WHEREAS, the Pledged Revenues (as defined in each Bond Ordinance) have been irrevocably deposited in the respective account of the respective Bond Fund (as defined and further described in each Bond Ordinance) in amounts sufficient to pay all principal of and interest on the respective Outstanding Alternate Bonds in the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2021 to pay the principal of and interest on the Outstanding Alternate Bonds be abated in their entirety:

NOW THEREFORE Be It and It is Hereby Resolved by the County Board of The County of Champaign, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Taxes. The taxes heretofore levied for the year 2021 in each of the Bond Ordinances for each series of the Outstanding Alternate Bonds are hereby abated in their entirety.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, a certified copy hereof shall be filed with the County Clerk of the County.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Presented, Adopted, Approved on February 24, 2022.

Kyle Patterson,
Chair Champaign County Board

APPROVED: _____
Darlene Kloeppel,
County Executive

Date: _____

RECORDED & ATTEST:

Aaron Ammons, County Clerk
Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois, and as such official I do further certify that on the 24th day of February 2022, there was filed in my office a duly certified copy of Resolution No. 2022-36 entitled:

RESOLUTION abating certain taxes hereto levied to pay the principal of and interest on various outstanding bonds of The County of Champaign, Illinois.

duly adopted by the County Board of the County on the 24th day of February 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of February 2022.

Aaron Ammons, County Clerk

[SEAL]

RESOLUTION NO. 2022-37

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN A
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE,
PERMANENT PARCEL NUMBER 20-040-0061

WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes, pursuant to the authority of 35 ILCS 516/35; and

WHEREAS, Pursuant to this program, the County of Champaign has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

61 Fountain Valley Lot 61
Permanent Parcel Number: 20-040-0061
As described in certificate(s): 104 sold October 2018; and

WHEREAS, Pursuant to public auction sale, Norma Bonelli-Zook, Purchaser(s), has/have deposited the total sum of \$900.00 for the purchase of the said Certificate of Purchase and has requested that the County of Champaign assign to said Purchaser the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser; and the remainder, \$450.00, shall be the sums due the Tax Agent for his services; and

WHEREAS, It appears to the Finance Committee of the Whole that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser in exchange for the aforesaid payment;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, that the County Executive is authorized to assign the above said Tax Sale Certificate of Purchase, as to the above-described mobile home in exchange for payment to the Treasurer of Champaign County Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESUME OF MINUTES OF REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
January 20, 2022

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, January 20, 2021, at 6:30 PM in the Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois and remote participation via Zoom due to social distancing necessitated by the Coronavirus, with County Executive Darlene Kloeppel presiding, Matthew Cross as Clerk of the meeting.

ROLL CALL

Roll call showed the following members present: Thorsland, Wolken, Carter, Cowart, Esry, Fortado, Goss, Harper, King, Lokshin, McGuire, Michaels, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 19; late: Williams (arrived at 6:32 PM missing no votes) and Vanichtheeranont (arrived at 6:35 PM missing no votes) – 2; absent: Passaclacqua – 1. County Executive Kloeppel declared a quorum present and the Board competent to conduct business. Paul departed early, shortly before 8:15, and missed the final two votes; Michaels departed early, shortly before 8:22, and missed the final vote.

PRAYER & PLEDGE OF ALLEGIANCE

County Executive Kloeppel read a prayer and the Pledge of Allegiance to the Flag was recited.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in the *News Gazette* on January 6, January 13, January 19, 2022.

APPROVAL OF AGENDA/ADDENDA

Board Member Esry offered a motion to approve the Agenda/Addenda; Board member McGuire seconded. The motion carried by unanimous roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Cowart, Esry, Fortado, Goss, Harper, King, Lokshin, McGuire, Michaels, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 21

Nays: None

DATE/TIME OF NEXT MEETINGS

Standing Committees:

A. Highway and Transportation Committee Meeting

Champaign County Board

January 20, 2022

Friday, February 4, 2022 at 9 AM

1605 E Main Street, Urbana

B. County Facilities Committee Meeting

Tuesday, February 8, 2022 at 6:30 PM

Shields-Carter Meeting Room

C. Environment & Land Use Committee

Thursday, February 10, 2022 at 6:30 PM

Shields-Carter Meeting Room

Committee of the Whole:

A. Justice & Social Services; Policy, Personnel, & Appointments; Finance

Tuesday, February 15, 2022 at 6:30 PM

Shields-Carter Meeting Room

County Board:

A. Regular Meeting

Thursday, February 24, 2022 at 6:30 PM

Shields-Carter Meeting Room

PUBLIC PARTICIPATION

Allan Max Axlerod spoke in support of Resolution 2022-11, urging a moratorium on utility shut offs in the area. He also noted the high COVID-19 case numbers in the county.

Julie Watkins spoke in support of Resolution 2022-11 and in support of a county eviction moratorium.

Luke Lee spoke in support of Resolution 2022-11 and in support of a county eviction moratorium.

PRESENTATIONS

Jayne DeLuce, President of Visit Champaign County, gave a presentation on Visit Champaign County's tourism and business/conference marketing and promotion. Board Member Esry asked about the annual Truck and Tractor Pull competition previously held at Gordyville and now being held in Shipshewana, Indiana and he asked for the amount of revenue lost by the event moving to Indiana; Ms. DeLuce stated she did not have that information readily available but could find that information. Board Member Rodriguez noted her familiarity with the Shipshewana region and suggested COVID-19 was not the sole reason for the Truck and Tractor Pull event relocating from Gordyville.

Champaign County Board
 January 20, 2022
CONSENT AGENDA

Board Member King offered a motion to approve the Consent Agenda, comprising 9 resolutions (Nos. 2022-1, 2022-2, 2022-3, 2022-4, 2022-5, 2022-6, 2022-7, 2022-8, and 2022-9); Board Member Michaels seconded. The motion carried by unanimous roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Cowart, Esry, Fortado, Goss, Harper, King, Lokshin, McGuire, Michaels, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson –
 21
 Nays: None

COMMUNICATIONS

County Executive Kloeppele noted an American Recovery Plan Act (ARPA) request memo from the Village of Thomasboro in the meeting's Agenda Packet.

Board Member Goss asked the County Clerk's office to provide detailed, printed maps of the new County Board Districts to Candidates.

APPROVAL OF MINUTES

Board Member Taylor offered a motion to approve the minutes of the Regular Meeting of the County Board of December 16, 2021; Board Member Lokshin seconded. The motion carried by unanimous roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Cowart, Esry, Fortado, Goss, Harper, King, Lokshin, McGuire, Michaels, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson –
 21
 Nays: None

STANDING COMMITTEES

COUNTY FACILITIES

County Executive Kloeppele noted the Summary of Action Taken for County Facilities on January 7, 2022, was received and placed on file.

ENVIRONMENT AND LAND USE

County Executive Kloeppele noted the Summary of Action Taken for Environment and Land Use on January 6, 2022, was received and placed on file.

Champaign County Board
 January 20, 2022
HIGHWAY AND TRANSPORTATION

County Executive Kloeppele noted the Summary of Action Taken for Highway and Transportation on January 7, 2022, was received and placed on file.

AREAS OF RESPONSIBILITY

County Executive Kloeppele noted the Committee of the Whole (Justice and Social Services; Finance; Policy, Personnel, and Appointments) Summary of Action Taken January 11, 2022 Meeting was received and placed on file.

Board member Stohr offered a motion to adopt Resolution No. 2022-11 declaring continued utility disconnections in Illinois to be a pandemic safety risk; Board Member Lokshin seconded.

Board Member Williams offered an amendment to reflect the text distributed to board members; Board Chair Patterson seconded. Board Member McGuire stated he had not received to distributed text; Board Member Fortado stated the text was distributed by email on Tuesday, January 18, 2022 at 11 AM. Board Chair Patterson asked Board Member Williams to read the text that had been distributed; Board Member Williams read the amended text. Board Member offered a friendly amendment to correct the grammar in one passage; offering Board Member Williams and seconding Board Chair Patterson agreed to the friendly amendment without issue. Board Member Michaels questioned the amended text that removed an endpoint; Board Member Stohr noted that the resolution is simply advisory and not legislative; it is to draw attention of the issue to the governor and the state legislature. The amendment carried by roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Carter, Cowart, Fortado, King, Lokshin, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 15

Nays: Wolken, Esry, Goss, Harper, McGuire, and Michaels – 6

Board Member McGuire stated the resolution is a partisan, progressive statement and that he did not see utility disconnections as a public health risk. Board Member Rodriguez thanked Board Member Paul for his support of the resolution is response to the needs of his constituents. Board Chair Patterson noted the needs addressed in the resolution are non-partisan. Board Member Thorsland thanked Board Member Paul and noted the needs of Board District 1 and the economic inequality within that district. Board Member Goss stated the resolution, as an advisory statement, would not provide any help and stated Governor Pritzker does not care about the issue. Board Member Esry stated county Democrats are partisan and defended his district constituents. Board Member Paul stated 109 Mahomet residents are currently at risk of losing water and encouraged the board to pass the resolution and to pass a binding moratorium in the near future; he then chastised county Republicans for their lack of support. Board Member Carter talked about the needs in District 6. Board Members Lokshin and Williams noted the recent intergovernmental agreement with the Urbana-Champaign Sanitary District (UCSD) to provide ARPA funding for utility assistance. Board Member

Champaign County Board

January 20, 2022

Stohr stated the board needs to recognize the needs of all of the county. Board Member Williams noted that Republican Board Member Paul brought the issue to the board. Board member Taylor stated the resolution is intended to make the state legislature aware of the needs of the county's residents and others in similar situations throughout the state. The motion as amended carried by roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Cowart, Fortado, King, Lokshin, Michaels, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 17

Nays: Esry, Goss, Harper, and McGuire – 4

NEW BUSINESS

Board Member Vanichtheeranont offered a motion to adopt Resolution No. 2022-12 granting authority to execute real estate documents for the purchase of real property; Board Member Summers seconded. Board Member Goss noted that his constituents had questioned the county purchase of the County Plaza building, especially regarding the building's physical condition. Board Member Williams noted County Executive Kloeppel memorandum that highlighted the economic impact this would have on downtown Urbana, but he expressed concern about the planning of the potential purchase. Board Member Paul noted the current, highly inflated material costs that would make the purchase and renovation of the building a poor investment. Board Member Rodriguez asked for County Treasurer Johnson's opinion on the matter; Treasurer Johnson was invited to join the discussion and stated concern about County Executive Kloeppel's lack of communication with department heads about their current and future space needs; County Executive Kloeppel noted the discussion of moving offices thus far had only involved the Sheriff's Office. Board Member Fortado stated the purchase would represent a major financial commitment and that older buildings can be problematic, but there is not another viable solution to the county's current and future office needs; she stated the county needs a comprehensive space use and need solution. Board Member Summers stated the County Plaza building will address current and future space needs. Board Member Carter stated her preference in updating the Brookens Administrative Center. The motion carried by roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Cowart, Fortado, Harper, King, Lokshin, McGuire, Michaels, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 16

Nays: Wolken, Carter, Esry, Goss, and Paul – 5

Board Member Thorsland offered a motion to adopt Resolution No. 2022-10 authorizing payment of claims; Board Member King seconded. The motion carried by roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Cowart, Fortado, King, Lokshin, Michaels, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 16

Nays: Esry, Goss, Harper, and McGuire – 4

Absent: Paul – 1

Champaign County Board

January 20, 2022

DISCUSSION/INFORMATION ONLY

Board Member Summers proposed an *ad hoc* board committee to plan for the County Plaza building use and needs.

County Executive Kloeppel discussed the new County Grant Writer position, noting the is a part-time position funded by the County Board.

County Director of Administration Bill Colbrook gave an update on the county premium pay, noting that full-time around the clock employees will receive \$3,000 and other employees will receive \$500, spread across 530 employees, including the Regional Planning Commission, for a total cost of approximately \$735,000. Board Members Summers and Fortado thanked Director of Administration Colbrook for his hard work on the premium pay. Treasurer Johnson added her support for the plan, especially for the full-time, around the clock employees, but asked about other staff that had significant public exposure during the pandemic. Board Member Fortado replied that the plan is not perfect but worthwhile, nonetheless.

ARPA Project Manager Kathy Larson noted ARPA modifications that allow for government solution spending up to \$10 million for lost revenue and the expansion with water infrastructure spending. She noted the near finalization of funding agreement with CU at Home, the intergovernmental agreement with UCSD on past-due relief, and immigrant services funding.

County Executive Kloeppel noted that UCSD covers approximately 75 percent of county sewage households, so she contacted the other sanitary providers in the county. She offered to extend \$25,000 in ARPA funding to the Village of Mahomet for past-due aid to approximately 90 households. Board member Fortado stated her support to create an intergovernmental agreement between the county and the Village of Mahomet for the aid; she also noted the cost savings identified by UCSD in that funding agreement. Board Member Fortado asked County Executive Kloeppel to check with the Regional Planning Commission on other utility funding and mortgage assistance. County Executive Kloeppel stated she will bring an intergovernmental agreement before the board at the next meeting.

OTHER BUSINESS

Board member Esry offered a motion to approve the closed session minutes of November 18, 2021, and December 16, 2021; Board Member Goss seconded. The motion carried by roll-call vote.

Yeas: Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Cowart, Esry, Fortado, Goss, Harper, King, Lokshin, McGuire, Rodriguez, Stohr, Straub, Summers, Taylor, and Patterson – 19

Nays: none

Absent: Michaels and Paul – 2

Champaign County Board
January 20, 2022

ADJOURNMENT

County Executive Kloeppel adjourned the meeting at 8:23 PM.

A handwritten signature in black ink that reads "Aaron Ammons". The signature is written in a cursive style with a horizontal line underneath it.

Aaron Ammons, Champaign County Clerk
and ex-Officio Clerk of the Champaign County Board
Champaign County, Illinois



**CHAMPAIGN COUNTY BOARD
HIGHWAY & TRANSPORTATION COMMITTEE
Summary of Action Taken at the February 4, 2022 Meeting**

MEMBERS PRESENT: Lorraine Cowart (Chair), Samantha Carter, Jim McGuire, Diane Michaels, Brad Passalacqua, Jennifer Straub, Wayne Williams

MEMBERS ABSENT:

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	9:02 AM
II. Roll Call	7 Committee members present
III. Approval of Agenda/Addenda	Approved
IV. Approval of Minutes – January 7, 2022	Approved
V. Public Participation	None
VI. Communications	None
VII. County & Township Motor Fuel Tax Claims- January 2022	Received and placed on file
VIII. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Crittenden Township, #21-08118-00-BR	<i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Crittenden Township, #21-08118-00-BR</i>
IX. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Crittenden Township, #21-08119-00-BR	<i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Crittenden Township, #21-08119-00-BR</i>
X. Resolution Appropriating \$600,000 from County Bridge Funds for the Replacement of Structure #010-4033 Urbana Township, High Cross Road, #18-30057-00-BR	<i>*RECOMMEND COUNTY BOARD APPROVAL of Resolution Appropriating \$600,000 from County Bridge Funds for the Replacement of Structure #010-4033 Urbana Township, High Cross Road, #18-30057-00-BR</i>
XI. Resolution Granting Authority for the County Clerk to Certify and Submit a Resolution Requesting Reappointment of the County Engineer on Behalf of Champaign County	<i>*RECOMMEND COUNTY BOARD APPROVAL of Resolution Granting Authority for the County Clerk to Certify and Submit a Resolution Requesting Reappointment of the County Engineer on Behalf of Champaign County</i>
XII. Other Business	<i>None</i>
XIII. Chair's Report	<i>None</i>

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

VIII thru XI

***Denotes Inclusion on the Consent Agenda**



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE AGENDA
County of Champaign, Urbana, Illinois**

Tuesday, February 8, 2022, at 6:30
Shields-Carter Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana, IL 61802

Agenda

Action

- | | |
|--|------------------------------------|
| I. Call to Order and Roll Call | 6:30 P.M. (8 Members Present) |
| II. Approval of Agenda/Addenda | Approved |
| III. Approval of Minutes – January 4, 2022 | Approved |
| IV. Public Participation | None |
| V. Communications | None |
| VI. New Business | |
| A. Update on ITB#2021-003 Satellite Jail HVAC Replacement (1.18.2022 Field Report Attached) | Discussion |
| B. Updates on ITB#2021-004 Hail Damaged HVAC Replacement | Discussion |
| C. Discussion of Reifsteck Reid Contract for Satellite Jail Consolidation Project (Fee Proposal Components Pricing and Signed Contract attached) | Discussion |
| D. Discussion of County Plaza Fee Proposal and Schedule (Proposed Schedule Attached) | Discussion |
| E. Discussion of Child Advocacy Center Flooring Project (Price Proposals Attached) | Discussion |
| VII. Other Business | None |
| VIII. Presiding Officer's Report | None |
| A. Future Meeting – Tuesday, March 8, 2022 @ 6:30pm | None |
| IX. Designation of Items to be Placed on the Consent Agenda | |
| X. Adjournment | The Meeting adjourned at 7:04 P.M. |



CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE Action Plan
Summary of Action Taken at the February 10, 2022 Meeting

Members Present: Aaron Esry, Stephanie Fortado, Mary King, Kyle Patterson, Jacob Paul, Chris Stohr and Eric Thorsland
Members Absent: None

This Meeting was held remotely.

Agenda	Action
I. Call to Order	6:31 p.m.
II. Roll Call	
III. Approval of Agenda/Addendum	Approved
IV. Approval of Minutes	
A. January 6, 2022 – Regular Meeting	Approved
V. Public Participation	Brad Uken, Champaign Co. Farm Bureau on Farm Bureau’s ARPA Proposal Josh Hartke, excited to see Champaign Co. is updating its wind ordinance Mike Wilson, Eastern Illini Electric Co-op, on Zoning Ordinance Text Amendment on Tower Height
VI. Communications	None
VII. <u>New Business: Items for Information Only</u>	
A. Champaign County Farm Bureau Proposal for \$325,000 ARPA Funding to Accelerate Use of Cover Crops in Champaign County Agriculture	Information only. Discussion and the committee asked for more information.
VIII. <u>New Business: Items to Receive & Plan on File by ELUC to Allow a 30-Day Review Period</u>	
A. Pollution Control Facility Ordinance Update	Received and placed on file for 30 days.
IX. <u>New Business: Items to be Approved by ELUC</u>	
A. Annual Renewal of Recreation and Entertainment License for Champaign County Fair Association, 1302 N. Coler Avenue, Urbana, IL. 01/01/22 – 12/31/22.	The motion to renew the license passed unanimously.
B. Authorization for Public Hearing on Proposed Zoning Ordinance Text Amendment to Authorize a Tower over 100 feet in height as a Second Principal Use with an Electrical Substation in AG-1 and AG-2 Districts	The motion to authorize a public hearing on the text amendment passed unanimously.

**CHAMPAIGN COUNTY BOARD
 ENVIRONMENT and LAND USE COMMITTEE (ELUC)
 February 10, 2022 Action Plan**

- X. New Business: Items to be Recommended to the County Board
 - A. Resolution Authorizing Agreement to Use State Farm Center Parking Lot for IEPA One-Day Household Hazardous Waste Collection on April 9, 2022. ****Recommend County Board Approval of the Resolution.***

 - B. Resolution Approving Agreement between Champaign County, Parkland College and A-Team Recyclers regarding the Residential Electronics Collections on May 21, 2022 and October 15, 2022 ****Recommend County Board Approval of the Resolution.***

 - C. Resolution Approving Champaign County Opt-In Form to Illinois EPA to Participate in Manufacturer E-Waste Program in 2023 ****Recommend County Board Approval of the Resolution.***

 - D. **Zoning Case 014-AT-21.** Amend the Champaign County Zoning Ordinance to establish beekeeping requirements as summarized in the full legal advertisement and summarized as follows:
 - 1. Amend Section 3.0 Definitions by adding a definition for “apiary”, “beekeeping”, “honey bee”, “nucleus colony” and other related terms

 - 2. Add footnote 29 to section 5.2 Table of Authorized Principal Uses

 - 3. Add footnote 30 to Section 5.2 Table of Authorized Principal Uses

 - 4. Add new Section 7.8 Beekeeping in the R-1, R-2 and R-3 Districts, with new requirements for beekeeping

Zoning Case 014-AT-21 died for lack of a motion to make a recommendation to the County Board.

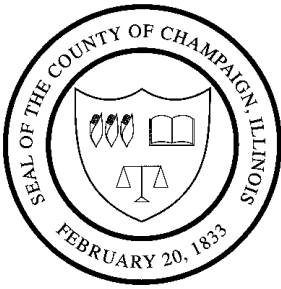
- XI. Other Business
 - A. Monthly Reports
 - 1. December 2021 *(to be distributed)* Report should be available next month.

- XII. Chair’s Report None

- XIII. Designation of Items to be Placed on the Consent Agenda 10 – A, B and C

- XIV. Adjournment 7:49 p.m.

****Denotes inclusion on the Consent Agenda.***



**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE**

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

County of Champaign, Urbana, Illinois

Tuesday, February 15, 2022 at 6:30 p.m.

Shields-Carter Meeting Room/Zoom

Brookens Administrative Center

1776 East Washington Street, Urbana, Illinois

Agenda Items

Action

- | | |
|--|--|
| I. <u>Call to Order</u> | 6:32 p.m. |
| II. <u>Roll Call</u> | 18 members present |
| III. <u>Approval of Agenda/Addenda</u> | Approved |
| IV. <u>Approval of Minutes</u>
A. January 11, 2022 – Regular Meeting | Approved |
| V. <u>Public Participation</u> | None |
| VI. <u>Communications</u> | Ms. Straub thanked the Highway Department employees that worked long hours to clear the roads after the snowstorm |
| VII. <u>Justice and Social Services</u>
A. Monthly Reports – All reports are available on each department’s webpage through the department reports page <ul style="list-style-type: none">• Emergency Management – October, November and December 2021• Probation & Court Services – December 2021 and Quarterly Report• Public Defender – December 2021• Animal Control – January 2022 | Received and placed on file |
| B. Rosecrance Re-Entry Financial Report – December 2021 | Information only |
| C. <u>Other Business</u>
1. Resolution directing the County Board to modify the Animal Control Ordinance | RECOMMEND COUNTY BOARD APPROVAL of a resolution directing the County Board to modify the Animal Control Ordinance |
| D. <u>Chair’s Report</u> | None |
| E. <u>Designation of Items to be Placed on the Consent Agenda</u> | None |

VIII. Policy, Personnel, & Appointments

- A. County Executive
1. Monthly HR Report – January 2022 Received and placed on file

 2. Appointments/Reappointments (*italics indicates incumbent*)
 - a. Resolution appointing *Phil Fiscella (R)* to the Champaign-Urbana Mass Transit District Board, term ending 12/31/2026 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Phil Fiscella to the Champaign-Urbana Mass Transit District Board, term ending 12/31/2026**

 - b. Resolution appointing *Rachel Voss* to the Rural Transit Advisory Group, term ending 12/31/2022 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Rachel Voss to the Rural Transit Advisory Group, term ending 12/31/2022**

 - c. Resolution appointing *Lori Larson* to the Rural Transit Advisory Group, term ending 12/31/2022 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Lori Larson to the Rural Transit Advisory Group, term ending 12/31/2022**

 - d. Resolution appointing *Mary Sleeth* to the Rural Transit Advisory Group, term ending 12/31/2022 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Mary Sleeth to the Rural Transit Advisory Group, term ending 12/31/2022**

 - e. Resolution appointing *Nathan Montgomery* to the Rural Transit Advisory Group, term ending 12/31/2022 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Nathan Montgomery to the Rural Transit Advisory Group, term ending 12/31/2022**

 - f. Resolution appointing *Tawanna Nickens* to the Rural Transit Advisory Group, term ending 12/31/2022 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Tawanna Nickens to the Rural Transit Advisory Group, term ending 12/31/2022**

 - g. Resolution appointing *John Ehmen* to the #10 Town of Ogden Drainage District, term ending 8/31/2023 ***RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing John Ehmen to the #10 Town of Ogden Drainage District, term ending 8/31/2023**

 - h. Currently vacant appointments – full list and information is available on the County’s website Information only

 - i. Applications for open appointments Information only

 - j. List of appointments expiring in 2021 – full list available on the County’s website Information only

3. Recommendation to the Finance Committee for approval of the creation of a new position titled Animal Control Clerk/Kennel Worker and recommends the new Clerk/Kennel Worker position to be added to the AFSCME General Bargaining Unit in Grade Range D. Forwarded to the Finance Committee for approval

B. County Clerk
 A. Monthly Report – January 2022 Received and placed on file

C. Other Business None

D. Chair’s Report None

E. Designation of Items to be Placed on the Consent Agenda VIII. A. 2. a-g

IX. Finance

- A. Budget Amendments/Transfers
- 1. Budget Amendment 21-00069 ****RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment 21-00069***
 Fund 611 County Clerk Surcharge Fund / Dept 022 County Clerk
 Increased Appropriations: \$760
 Increased Revenue: \$760
 Reason: To cover final surcharge funds for 2021 death certificate surcharges to IL Dept. of Public Health
 - 2. Budget Amendment 21-00070 ****RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment 21-00070***
 Fund 080 General Corporate / Dept 031 Circuit Court
 Increased Appropriations: \$219
 Increased Revenue: \$0
 Reason: Request increased appropriation to our regular full-time employees line to remedy the overdrawn line for an employee payout
 - 3. Budget Amendment BUA2022/1/62 ****RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment BUA2022/1/62***
 Fund 1080 General Corporate / Dept 075 General County
 Increased Appropriations: \$28,520
 Increased Revenue: \$0
 Reason: Amendment necessary for 2020 audit services incomplete at the end of FY 2021, to be paid for in FY 2022

4. Budget Amendment BUA2022/1/346
Fund 8850 GIS Consortium / Dept 111 GIS
Operations and Administration
Increased Appropriations: \$1,790
Increased Revenue: \$0
Reason: Amendment necessary for 2020 audit
services incomplete at the end of FY2021, to be paid
for in FY2022
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution approving
budget amendment BUA2022/1/346***

- B. County Executive
 1. Resolution authorizing an Intergovernmental
Agreement for animal control services with the
Village of Tolono
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing an
Intergovernmental Agreement for animal
control services with the Village of Tolono***

 2. Resolution authorizing an Intergovernmental
Agreement for animal control services with the
Village of Savoy
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing an
Intergovernmental Agreement for animal
control services with the Village of Savoy***

 3. Resolution authorizing an Intergovernmental
Agreement for animal control services with the City
of Urbana
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing an
Intergovernmental Agreement for animal
control services with the City of Urbana***

 4. Recommendation to the County Board for approval
of the creation of a new position titled Animal
Control Clerk/Kennel Worker and recommends the
new Clerk/Kennel Worker position to be added to
the AFSCME General Bargaining Unit in Grade
Range D.
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution amending the
schedule of authorized positions for
Champaign County Animal Control***

 5. Budget Amendment BUA2022/2/11
Fund 2091 Animal Control / Dept 247 Animal
Warden Services
Fund 2091 Animal Control / Dept 248 Animal
Impound Services
Increased Appropriations: \$115,636
Increased Revenue: \$54,553
Reason: New contracts added and additional
appropriation needed. See attached memo for more
details
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution approving
budget amendment BUA2022/2/11***

 6. Resolution abating certain taxes hereto levied to pay
the principal of and interest on various outstanding
bonds of the County of Champaign, Illinois
****RECOMMEND COUNTY BOARD
APPROVAL of a resolution abating taxes
hereto levied to pay the principal of and
interest on various outstanding bonds of
the County of Champaign, Illinois***

- | | |
|---|--|
| C. Treasurer | |
| 1. Monthly Report – November 2021 - Reports are available on the Treasurer’s webpage | Received and placed on file |
| 2. Resolution authorizing the County Executive to assign mobile home tax sale certificate of purchase | <i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution authorizing the County Executive to assign mobile home tax sale certificate of purchase</i> |
| | |
| D. Auditor | |
| 1. Monthly Report – January 2022 - Reports are available on the Auditor’s webpage | Received and placed on file |
| | |
| E. <u>Other Business</u> | None |
| F. <u>Chair’s Report</u> | None |
| G. <u>Designation of Items to be Placed on the Consent Agenda</u> | IX. A. 1-4, B. 1-6, C. 2 |
| | |
| X. <u>Other Business</u> | None |
| XI. <u>Adjournment</u> | 7:20 p.m. |

****Denotes inclusion on the Consent Agenda***

RESOLUTION NO. 2022-38

RESOLUTION DIRECTING THE CHAMPAIGN COUNTY BOARD TO MODIFY
THE ANIMAL CONTROL ORDINANCE

WHEREAS, The Champaign County Board recognizes that changes need to be made to the Animal Control Ordinance to prevent the unintended euthanasia of animals in their control by adding a dual verification system to the process; and

WHEREAS, Such a change will add a Determined Accuracy by Dual Affirmation rule or DADA's Rule requiring two Animal Control employees sign-off on any euthanasia before proceeding; and

WHEREAS, This change will require the County Board and the leadership of Animal Control to work together to initiate these changes and implement them in a timely fashion.

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby authorize the modification of the Animal Control Ordinance by adding a Determined Accuracy by Dual Affirmation rule.

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to the Champaign County Animal Control Director.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

**Champaign County
Animal Control Task Force**

**Report and Recommendations to
Improve Animal Welfare and
Communication within the County**

Contributors

ACTF Members

Matthew Bain - City of Urbana

Diane Michaels - County Board

Shannon Miner - City of Champaign

Emily Rodriguez - County Board

Art Siegel - Ret. UIUC Veterinary Medicine

Matthew L. Sullard - State's Attorney's Office

Leah Taylor - County Board

Mary Tiefenbrunn - Champaign County Humane Society

In December, 2020, through a series of errors and miscommunications, Champaign County Animal Control mistakenly euthanized a dog in their facility. In response, the Champaign County Board created this Task Force to look into the current practices and legislation affecting Animal Control. Per State Statute, the County is required to fund and operate an Animal Control office, with the County Board involved in the budgetary process, and the remainder of the duties falling under the County Executive. The following are the findings of the Task Force, and their recommendations.

Animal Control Practices Recommendations

1. Animal Control should hire an Assistant Director to perform administrative duties and act in place of the Director when needed.
2. Yearly continuing education for Animal Control officers to improve community relations/engagement as well as improving the outcomes for animals that end up at the facility.
3. Animal Control has no real social media presence. Their website is the basic stock County general information page. An interactive website with expanded information and resources would not only help the public, improve relations between the public and Animal Control, but would also make Animal Control's work easier in the long run.
4. Animal Control should leverage its relationships with other community entities, such as rescue groups, University of Illinois Veterinary Medicine, and the Humane Society to restart and expand the feline spay/neuter program it used to oversee.
5. Most of the canines that are impounded or dumped at Animal Control are labeled as pit bulls. Animal Control should work with their partners and the community to offer low-cost spay and neuter programs, and reduced chip fees for this classification of dogs.
6. To reduce the possibility of accidental euthanasia to an animal that has reached its hold time limit, Animal Control should implement a double sign-off process. This would require 2 different Animal Control Officers to review the case, and sign off on the proposed euthanasia. A written policy on how Animal Control decides which animals to euthanize is needed.
7. State Statute has Animal Control counting Saturdays as Business Days, in the hold time calculation. Animal Control should make sure this is properly conveyed to the pet owners and/or increase their hold time.

Animal Control Support Recommendations

1. In the main, Animal Control has outgrown the building they are in, and it is no longer serving their needs.
 - a. The feline room does not have adequate ventilation to maintain a good airflow for its residents. Air conditioning needs to be increased for the benefit of the cats and staff during warmer months.
 - b. The canine area is quite chaotic and extremely loud. This is stressful for small or stressed dogs. A separate room away from the general canine population is needed to properly care for these animals.

Self-reported changes made since beginning of 2021

1. Increase in staff meetings to increase communication between officers and staff.
2. Hired 2 new staff (replacing 2 staff) that are more compliant with new processes.
3. Implemented a color-coded tag system for each kennel, for example - an animal that needs to be held for a court case has a uniquely colored kennel sign attached that says 'COURT'
4. County IT has created an email address for the public to report lost animals, send pictures of their lost animals, and other issues.

RESOLUTION NO. 2022-39

PAYMENT OF CLAIMS AUTHORIZATION

February 2022

FY 2022

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$7,960,718.59 including warrants 628664 through 629022 and warrants 88 through 835 and

WHEREAS, The claims included on the list were paid in accordance with Resolution No. 1743; and

WHEREAS, Claims against the Mental Health Fund do not require County Board approval and are presented for information only; and

WHEREAS, The County Auditor has recommended the payment of all claims on the Expenditure Approval List; and

WHEREAS, The County Board finds all claims on the Expenditure Approval List to be due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$7,960,718.59 including warrants 628664 through 629022 and warrants 88 through 835 is approved.

PRESENTED, ADOPTED, APPROVED, by the County Board this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-40

PURCHASES NOT FOLLOWING PURCHASING POLICY

February 2022

WHEREAS, Purchases by Champaign County offices and departments sometimes occur that are not in compliance with the Champaign County Purchasing Policy; and

WHEREAS, The Champaign County Auditor must present those purchases to the Champaign County Board for approval of payment;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on February 24, 2022 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED by the County Board this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

PURCHASES NOT FOLLOWING THE PURCHASING POLICY AND EMERGENCY PURCHASES

For items paid 12/31/21 to 1/31/22

	DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
	EMERGENCY PURCHASE						
**	American Resue Plan Act	840-000-141.00	840-11	12/28/2021	Cisco duo standard multi-factor authentication license & hardware.	Arlington Computer Products	27,216.50
**	American Resue Plan Act	840-000-141.00	840-12	12/28/2021	Cisco duo standard multi-factor authentication license & hardware.	Arlington Computer Products	17,166.25
	NO PURCHASE ORDER ISSUED						
**	County Clerk	080-022-533.29	22-260	1/14/2022	New website format design development	Image Graphics Inc	19,000.00
	INAPPROPRIATE USE OF COUNTY FUNDS						
**	Board of Review	080-000-141.00	21-18	1/21/2022	Cardholder charged non-conforming purchases on 12/27 at Jimmy Johns for \$18.63 and 12/30 at Biaggi's for \$140.00. Cardholder reimbursed the County for \$156.20 on 1/10/22 and \$2.43 (tip amount not certain until statement received) on 1/21/22.	Visa	158.63
	CREDIT CARD PAYMENT PAID WITH TAX						
**	Board of Review	080-021-522.44	21-18	1/21/2022	12/20 Dave & Harry Locksmith charge included tax of 41 cents. Employee reimbursed tax on 1/21/22.	Visa	4.91

***According to Illinois Attorney General and Champaign County State's Attorney,
the Purchasing Policy does not apply to the office of elected officials***

** Paid-For information only

RESOLUTION NO. 2022-41

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS WITH:
THE URBANA & CHAMPAIGN SANITARY DISTRICT,
THE VILLAGE OF MAHOMET,
AND THE SANGAMON VALLEY PUBLIC WATER DISTRICT
FOR ASSISTANCE WITH RESIDENTIAL WATER/WASTEWATER ACCOUNT
BALANCES**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign, the Urbana & Champaign Sanitary District, the Village of Mahomet, and the Sangamon Valley Public Water District desire to assist past due residential water/wastewater accounts in response to the COVID-19 pandemic; and

WHEREAS, intergovernmental agreements between the County of Champaign and the Urbana & Champaign Sanitary District, the Village of Mahomet, and the Sangamon Valley Public Water District have been prepared and outline the responsibilities of each party;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Executive to enter into intergovernmental agreements on behalf of Champaign County with the Urbana & Champaign Sanitary District, the Village of Mahomet, and the Sangamon Valley Public Water District for residential water/wastewater account assistance.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of February, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
and Presiding Officer of the Board
Date: _____

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL WASTEWATER ACCOUNT BALANCE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND URBANA & CHAMPAIGN
SANITARY DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the Urbana & Champaign Sanitary District (“UCSD”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to provide assistance to households or populations facing negative economic impacts due to COVID-19, including utility assistance; and

WHEREAS, UCSD is a municipal body which provides wastewater treatment for properties in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing financial assistance for past due residential wastewater account balances due to UCSD.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the COVID-19 Pandemic has negatively impacted household ability to fully pay utility bills. The purpose of this Agreement is

for the County to provide ARPA Funds to UCSD in order to alleviate negatively impacted UCSD small residential household wastewater accounts.

- A. ***UCSD Small Residential Household Wastewater Account*** is defined as a “Dwelling” with four (4) or fewer water meters.
- B. “Dwelling” is defined in the Champaign County Zoning Ordinance, Section 3.0 – Definitions, as a Building or Manufactured Home designated for non-transient residential living purposes and containing one or more Dwelling Units and/or Lodging Units. “Building,” “Manufactured Home,” “Dwelling Unit,” and “Lodging Unit” are also defined in the Champaign County Zoning Ordinance, Section 3.0 – Definitions.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$150,000.00 to UCSD to assist negatively impacted UCSD small residential household wastewater accounts.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. The account must be a UCSD small residential household wastewater account.
- B. The account must be at least 60 days past due, occurring between March 3, 2021 and December 31, 2024; presumed to be caused or exacerbated by the COVID-19 pandemic during this time period.
- C. The maximum amount of assistance from this Agreement shall be \$500 per past due account.
- D. UCSD must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to UCSD in an amount up to \$150,000 in support of this assistance, available in County fiscal year 2022. The transferred funds shall be divided into 3 monthly payments, with a maximum of \$50,000 per payment. A request for funds and Risk Assessment Form shall be submitted by UCSD to the County for the first payment; followed by request for funds and submission of a Reporting Form by UCSD to the County for the following two payments. The

County shall provide the Risk Assessment Form and Reporting Form templates to UCSD.

Section 4. Roles and Responsibilities of UCSD: UCSD agrees to adhere to funding requirements and provide information needed that include the following:

- A. UCSD will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. UCSD will assist past due accounts with ARPA Funds in accordance with Section 3.
- C. UCSD will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: number of clients/households served, demographic information, program details, how the program responds to the needs of the pandemic, program timeline and status, and expenditure information and status.
- D. UCSD will provide to the County, upon reasonable notice, access to and the right to examine such books and records of UCSD. UCSD will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- E. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. UCSD understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- F. UCSD will comply with all applicable statutes, ordinances, and regulations. UCSD will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, UCSD will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to UCSD in an amount up to \$150,000, divided into 3 monthly payments, with a maximum of \$50,000 per payment. A request for funds and Risk Assessment Form shall be submitted by UCSD to the County for the first payment; followed by request for funds and submission of a Reporting Form by UCSD to the County for the following two payments. The County shall provide the Risk Assessment Form and Reporting Form templates to UCSD.
- B. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, UCSD shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if UCSD does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, UCSD will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**URBANA & CHAMPAIGN
SANITARY DISTRICT**

THE COUNTY OF CHAMPAIGN

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL WATER/WASTEWATER ACCOUNT BALANCE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND THE VILLAGE OF MAHOMET**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the Village of Mahomet (“Village”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to provide assistance to households or populations facing negative economic impacts due to COVID-19, including utility assistance; and

WHEREAS, the VILLAGE is a municipal body which provides water and sewer services for properties in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing financial assistance for past due residential water/sewer account balances due to the VILLAGE.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the COVID-19 Pandemic has negatively impacted household ability to fully pay utility bills. The purpose of this Agreement is

for the County to provide ARPA Funds to the VILLAGE in order to alleviate negatively impacted VILLAGE residential water/wastewater accounts.

- A. *A VILLAGE Residential Water/Wastewater Account* includes “Village Dwellings.”
- B. *A VILLAGE Dwelling* is defined in the Village of Mahomet Zoning Code as any building or portion thereof designed and used exclusively for residential purposes.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$25,000.00 to VILLAGE to assist negatively impacted VILLAGE residential water/wastewater accounts.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. The account must be a VILLAGE residential water/wastewater account.
- B. The account must be past due, occurring between March 3, 2021 and December 31, 2024; presumed to be caused or exacerbated by the COVID-19 pandemic during this time period.
- C. The maximum amount of assistance from this Agreement shall be \$500 per past due account.
- D. The VILLAGE must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to the VILLAGE in an amount up to \$25,000 in support of this assistance, available in County fiscal year 2022. The transferred funds shall be divided into 2 monthly payments, with a maximum of \$12,500 per payment. A request for funds and Risk Assessment Form shall be submitted by the VILLAGE to the County for the first payment; followed by request for funds and submission of a Reporting Form by the VILLAGE to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to the VILLAGE.

Section 4. Roles and Responsibilities of VILLAGE: The VILLAGE agrees to adhere to funding requirements and provide information needed that include the following:

- A. The VILLAGE will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. The VILLAGE will assist past due accounts with ARPA Funds in accordance with Section 3.
- C. The VILLAGE will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: number of clients/households served, demographic information, program details, how the program responds to the needs of the pandemic, program timeline and status, and expenditure information and status.
- D. The VILLAGE will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the VILLAGE. The VILLAGE will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- E. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. The VILLAGE understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- F. The VILLAGE will comply with all applicable statutes, ordinances, and regulations. The VILLAGE will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, the VILLAGE will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to the VILLAGE in an amount up to \$25,000, divided into 2 monthly payments, with a maximum of \$12,500 per payment. A

request for funds and Risk Assessment Form shall be submitted by the VILLAGE to the County for the first payment; followed by request for funds and submission of a Reporting Form by the VILLAGE to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to the VILLAGE.

- B. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the VILLAGE shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the VILLAGE does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, the VILLAGE will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

VILLAGE OF MAHOMET

THE COUNTY OF CHAMPAIGN

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**INTERGOVERNMENTAL AGREEMENT
FOR RESIDENTIAL USER ACCOUNT BALANCE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND SANGAMON VALLEY PUBLIC
WATER DISTRICT**

THIS AGREEMENT is made and entered by and among the County of Champaign (“County”) and the Sangamon Valley Public Water District (“SVPWD”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to provide assistance to households or populations facing negative economic impacts due to COVID-19, including utility assistance; and

WHEREAS, SVPWD is a municipal body which provides water and sewer services for properties in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing financial assistance for past due residential water/sewer account balances due to SVPWD.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the COVID-19 Pandemic has negatively impacted household ability to fully pay utility bills. The purpose of this Agreement is

for the County to provide ARPA Funds to SVPWD in order to alleviate negatively impacted SVPWD residential user accounts.

- A. ***SVPWD Residential User Account*** is defined as those metered structures or buildings which are used for “residential purpose” by a single family only. The following are included as “residential purpose”: residential owners and/or his authorized agent and renters, including but not limited to mobile home owners and renters, apartment owners and renters. *See* Sangamon Valley Public Water District Ordinance Number 2021-01-04-4. Under this Agreement, “residential purpose” does not include any Commercial users, notwithstanding anything to the contrary in Sangamon Valley Public Water District Ordinance Number 2021-01-04-4.
- B. ***SVPWD User*** is defined as the person or party having sole interest in any premises which is, or is about to be, supplied with water service and/or wastewater service by the District, and the word "Owner(s)" means all so interested. A contract purchaser shall not be deemed the owner of a premises. *See* Sangamon Valley Public Water District Ordinance Number 2021-01-04-4.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$12,000.00 to SVPWD to assist negatively impacted SVPWD residential user accounts.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. The account must be a SVPWD residential user account.
- B. The account must be past due, occurring between March 3, 2021 and December 31, 2024; presumed to be caused or exacerbated by the COVID-19 pandemic during this time period.
- C. The maximum amount of assistance from this Agreement shall be \$500 per past due account.
- D. SVPWD must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to SVPWD in an amount up to \$12,000 in support of this assistance, available in County fiscal year 2022. The transferred funds

shall be divided into 2 monthly payments, with a maximum of \$6,000 per payment. A request for funds and Risk Assessment Form shall be submitted by SVPWD to the County for the first payment; followed by request for funds and submission of a Reporting Form by SVPWD to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to SVPWD.

Section 4. Roles and Responsibilities of SVPWD: SVPWD agrees to adhere to funding requirements and provide information needed that include the following:

- A. SVPWD will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. SVPWD will assist past due accounts with ARPA Funds in accordance with Section 3.
- C. SVPWD will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: number of clients/households served, demographic information, program details, how the program responds to the needs of the pandemic, program timeline and status, and expenditure information and status.
- D. SVPWD will provide to the County, upon reasonable notice, access to and the right to examine such books and records of SVPWD. SVPWD will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- E. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. SVPWD understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

- F. SVPWD will comply with all applicable statutes, ordinances, and regulations. SVPWD will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, SVPWD will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to SVPWD in an amount up to \$12,000, divided into 2 monthly payments, with a maximum of \$6,000 per payment. A request for funds and Risk Assessment Form shall be submitted by SVPWD to the County for the first payment; followed by request for funds and submission of a Reporting Form by SVPWD to the County for the remaining payment. The County shall provide the Risk Assessment Form and Reporting Form templates to SVPWD.
- B. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, SVPWD shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if SVPWD does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, SVPWD will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement

such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**SANGAMON VALLEY PUBLIC
WATER DISTRICT**

THE COUNTY OF CHAMPAIGN

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RESOLUTION NO. 2022-42

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO
NICE SYTEMS, INC FOR A DIGITAL EVIDENCE MANAGEMENT SYSTEM
PURSUANT TO RFP 2021-011

WHEREAS, Champaign County issued RFP 2021-011 on December 1, 2021 for a Digital Evidence Management System; and

WHEREAS, the Champaign County State’s Attorney’s Office has reviewed all bids submitted; and

WHEREAS, pursuant to the parameters and guidelines established by RFP 2021-011, the Champaign County State’s Attorney’s Office has selected NICE Systems, Inc as their preferred vendor for digital evidence management; and

WHEREAS, an agreement that outlines the financial terms and service responsibilities has been prepared; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the award of contract to NICE Systems, Inc for a Digital Management Evidence System pursuant to RFP 2021-011, and further authorizes the County Executive to execute said contract on behalf of the County.

PRESENTED, PASSED, APPROVED, AND RECORDED this 24th day of February A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

Julia R. Rietz
State's Attorney



Courthouse
101 East Main Street
P. O. Box 785
Urbana, Illinois 61801
Phone (217) 384-3733
Fax (217) 384-3816

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

February 18th, 2022

TO: Champaign County Board
FROM: Julia Rietz, State's Attorney

RE: RFP 2021-011, Digital Evidence Management System

Dear County Board:

We have reviewed all bids submitted for RFP 2021-011, for a Digital Evidence Management System. Our team agrees that the NICE Justice DEMS system is the preferred solution to our digital evidence management issues. We have engaged the NICE Justice team in price and contract negotiations, which have been successful in both establishing a mutually agreeable contract and reducing the total annual cost of the service from NICE's initial quote.

We do want to provide some information on why we chose NICE Justice as our preferred solution: First, our IT staff and JANO partners have advised us that the NICE Justice product is their preferred solution from an integration and technology standpoint. IT and JANO were present for all vendor presentations. In their opinion, NICE Justice would have a robust integration with JANO, including bi-directional integration (what we do in JANO is reflected in NICE Justice, and vice versa) to enhance our existing database rather than requiring us to maintain two separate databases. Other products would have to create an integration process which more likely would be a one-way integration, if possible. Alternatively, other products would stand alone, requiring us to have two systems, one for case management and the other for digital evidence management.

Second, from a user perspective, NICE Justice is very user-friendly and offers a number of standard features, including editing, sharing, viewing, and transcription services, with their platform. The digital evidence explosion affects the SAO, CCSO and law enforcement partners, the Public Defender's Office and private counsel, the jail, the judiciary, local businesses and individual citizens. The comparative simplicity in use and diverse features would reduce the need for additional expenses related to the use of digital evidence in the criminal justice process.

Third, from a financial perspective, the NICE Justice proposal includes a defined cost for integration with our current systems and initial set up costs. This proposal provides us with initial cost certainty, rather than an hourly expense proposal provided by other vendors.

Fourth, NICE is a well-established and stable vendor of this service with significant experience in serving justice system customers such as the State's Attorney's Office. Their submission materials describe implementation of their products at over 3,500 public safety and justice organizations over 30 years across multiple regions of the world. This service would utilize the ultra-secure Microsoft Azure Government cloud storage within the United States, and NICE meets the FBI's rigorous CJIS (Criminal Justice Information Services) requirements. A two-page excerpt 'executive summary – solution overview' from NICE's proposal is attached.

This expenditure is eligible for ARPA funding under the eligible use category of 'public health and economic impacts', which specifically authorizes use of ARPA funding for technology and equipment to support law enforcement's response to violence and especially gun violence, which has increased during the pandemic. Because this is an eligible use under that eligible category, the County would not need to rely on the more general 'replacing lost public sector revenue' eligible use category. Funding beyond what is obligated under ARPA during the first few years would need to come in later years from a non-ARPA source, since this will be an ongoing annual expense and service.

We are very impressed with the NICE Justice DEMS product and are eager to move forward with this project. We are hopeful the Board will support our request. If you have any questions or want any other information about our review process or the products please let me know.

Sincerely,

Julia Rietz
Champaign County State's Attorney



EXECUTIVE SUMMARY – SOLUTION OVERVIEW

NICE is pleased to provide this proposal to the Champaign County State's Attorney's Office, for a new Digital Evidence Management System (DEMS). This proposal package includes information that demonstrates how NICE Justice solutions address the requirements as described in the RFP documentation. All required information is enclosed, documenting NICE's compliance with Champaign County's technical, operational, service, and other requirements.

NICE solutions are proven reliable at over 3,500 public safety and justice organizations, including some of the largest and most complex agencies in the world. NICE expertise and dedication to innovation in managing evidence spans over 30 years across multiple regions of the world. We have gleaned a tremendous amount of knowledge and expertise in regards to solutions that aid agencies with collecting, storing, analyzing, and sharing evidence from crime scene to justice. This knowledge positions us uniquely to provide advanced solutions for digital evidence management, coupled with an exceptional level of service. NICE is closely aligned with Champaign County in its support of the promotion of public safety, justice, and respect for the rule of law by making principled charge assessment decisions and conducting fair and effective prosecutions.

Whether it's NICE's robust yet flexible and secure cloud-based platform, our focus on automating mundane, time-consuming tasks, openness to integrations with 3rd party systems for evidence collection and secure sharing workflows and notifications, overall ease of use, or strong foundation designed to support your evolving requirements, NICE provides the most comprehensive path for your current and future digital evidence management and disclosure needs. Our recommended solution will enable your teams to maximize the efficiency, accuracy, and outcomes of criminal justice within Champaign County. NICE understands and embraces Champaign County's vision for the DEM project to deliver a comprehensive, fully integrated, secure solution for turnkey, end-to-end digital evidence and disclosure management from the County's Police Agencies to Champaign County's State's Attorney's Office and on to accused and defense. NICE will be directly responsible for the successful installation, integration and operation of the proposed NICE Justice solution in all phases of design, configuration, installation, acceptance testing, training, documentation, support and maintenance. NICE guarantees that its design, operation, and functionality of the said solution will be in accordance with the Contract Documentation and agreed-upon Statement of Work.

NICE Justice will:

- Be a powerful enabler for Champaign County to promote standardization of processing digital information across the County.
- **Automatically collect, secure, organize, and track all digital evidence information** (redundant Microsoft Azure cloud storage will be within United States). All evidence items will be screened, validated, and organized in automatically-created Case Folders, using the integration with your Case Management System and matching with Police Cases. Evidence received from external agencies can be securely uploaded directly to the NICE Justice case folder. In addition, any internally generated evidence from your Case Management System will be automatically uploaded into a NICE Justice case folder. Utilizing its configurable workflows and interfaces, this solution will adapt to industry best practices as required now and the future.
- **Streamline and enhance the transfer, review, annotation, redaction, organization and sharing** of disclosure with other justice partners. Virtually any file type can be uploaded/ingested and managed within NICE Justice. The solution is designed to automatically recognize a comprehensive set of media formats, for viewing and processing directly within NICE Justice. It will manage the County's processes for assignment, redacting and reviewing tasks through audited workflows and integrated alerts, to streamline the entire process of secure evidence processing and disclosure.

- **Enable secure, easy sharing of digital evidence** using robust workflow capabilities, audit trails and other control mechanisms that are proven to withstand legal challenges. Once digitally shared, the disclosure packages will be available to other justice partners through a secure disclosure portal. All activity associated with the date/time when disclosure packages were sent, the user who sent the package, the date/time when the shared information was accessed, etc., is tracked and logged for comprehensive transparency.
- **Ensure the reliability of digital evidence** by applying data integrity, continuity, security, and intelligence in compliance with applicable privacy and security laws and policies. NICE Investigate is FBI CJIS compliant, as confirmed by an independent audit, as well as compliant with the stricter 14 Cloud Principles for storing Official Data in use in Europe.

NICE Justice solution is proven to deliver on the project objectives as demonstrated with our other customers.

Provide a Single Source for Disclosure Files

NICE Justice is a leading DEMS solution, proven to provide a centralized, securely accessible cloud-based system that consistently collects, organizes, securely stores, and reliably manages very large amounts of digital information. It can be configured to enforce centralized digital information standards/processes across regions.

Digital Transfer of Evidence

NICE Justice provides data collectors that will automatically ingest digital evidence from police systems and optionally also any number of other sources. It can also ingest historical evidence data and media (for the duration of time desired by Champaign County) to enable continuity and ease the transition.

NICE Justice provides workflows and interfaces to assist with consistent processing of digital evidence, and its secure digital transfer to other justice partners, via secure online (cloud-based) sharing. NICE also commits to deliver enhanced redaction tools, workflows, notifications, and enhanced tracking to improve the efficiency of the disclosure process and to add auditable transparency throughout.

NICE Justice is proven to dramatically reduce the time needed for evidence transfer processes. It eliminates the delays caused by legacy manual processes, and increases the overall efficiency and accuracy of the disclosure process – thereby meeting the main objectives of this project. The result will be Champaign County’s ability to comply with regulatory requirements, which will in turn improve the outcomes of criminal prosecutions. The following feedback is from Nassau County District Attorney and Police Department, where NICE Investigate enabled compliance with new, strict evidence disclosure laws, while also improving the overall accuracy, productivity and collaboration of both teams.

“The NICE team has been a pleasure to work with, we achieved success together beyond expectations. We have received praises from New York courts and several judges - for excellence with meeting and even exceeding the latest evidence disclosure requirements. Even though Courts do not directly interface with NICE Justice, they are definitely feeling the positive impact and appreciate it. We would not be able to get there and comply with the law without NICE! Most definitely not with radio communications evidence that’s needed for discovery. We also had a huge backlog of discovery cases at the onset of 2020 – several thousand cases – but were able to catch up by July thanks to NICE Justice.”

- Matthew Sotirhos, Assistant District Attorney, Bureau Chief, Discovery Compliance Bureau, Nassau County District Attorney Office

“Our mission is to serve the people of Nassau County and ensure safe communities through excellence in policing. As digital evidence continues to grow, transforming the way our officers, detectives, crime scene units, and other departments manage digital evidence and investigations is crucial. NICE helps us streamline evidence collection, analysis and sharing so we can close cases faster. It also helped us address evidence disclosure issues. With NICE, we are saving time, resources and money, and have already received praises from the New York courts! Requests from the DA to the PD for missing case evidence went down by a stunning 75% within the first few months following NICE’s system implementation. We would not have been able to comply with the new Criminal Procedure Law without NICE and its software.”

- Patrick J. Ryder, Commissioner of Police, Nassau County Police Department

MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between NICE Systems, Inc., with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("**NICE**"), and Champaign County on behalf of Champaign County State's Attorney with an office at 101 E. Main Street, 2nd Floor, Urbana, IL 61801 ("**Customer**").

1. **Definitions.** For purposes of this Agreement, the terms listed below shall have the following meanings:

"Affiliate" means, when used with respect to a Party, any legal entity controlled by, controlling, or under common control with that Party, where "control" (and its derivatives) means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.

"Claim" means a claim brought against a Party by a third party.

"Cloud Services" means the Software-as-a-Service and Hosting Services, individually and collectively.

"Confidential Information" means with respect to either Party, any information disclosed by such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement, on or after the Effective Date of this Agreement, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information, including without limitation materials or information related to requests for proposal, quotes, or NICE's Software and Services. If the Receiving Party agrees to receive any personally identifiable information from the Disclosing Party, such information shall be considered Confidential Information of the Disclosing Party. Notwithstanding the foregoing, if the Parties entered into a confidentiality/non-disclosure agreement prior to the Effective Date, the information disclosed under such agreement shall be deemed to be Confidential Information hereunder.

"Content" means the data provided by Customer to use a Service.

"Documentation" means the applicable specifications and user documentation accompanying Services or Software.

"Hosting Services" means the hosting environment, including the infrastructure and operating environment, provided by NICE enabling Customer to access Software that will not be delivered via SaaS.

"Losses" means costs, damages, expenses, or liabilities.

"Order" means an ordering document executed by the Parties and governed by this Agreement, which details the Services or Software being purchased by Customer.

"Party" means either NICE or Customer, individually as the context indicates; and "**Parties**" means NICE and Customer, collectively.

"Professional Service(s)" means consulting, installation, implementation, and training services to be provided by NICE pursuant to an Order or Statement of Work.

"Resulting Information" means data created by, or resulting from, the use of the Services, including analyses, statistics, reports, and aggregations, all of which shall be considered NICE Confidential Information. For the avoidance of doubt, the term Resulting Information does not include personally identifiable information, such that there is no reasonable basis on which any individual, or Customer itself, could be identified by the Resulting Information.

"Service(s)" means the Cloud Services, Professional Services, or other services to be provided by NICE pursuant to an Order or SOW.

“Software” means software provided to Customer pursuant to an Order. All references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

“Software-as-a-Service” or **“SaaS”** means a subscription-based service consisting of the ability to use, and receive support in connection with, the Software in the hosting environment as described in an Order.

“Statement of Work” or **“SOW”** means a document executed by the Parties pursuant to this Agreement, which describes, the Professional Services to be provided by NICE. If the Parties agree, an Order may be used in lieu of a Statement of Work.

“Subscription Term” means the term described in the applicable Order.

2. **Ordering Procedure.** The Parties agree that the Agreement governs transactions whereby Customer may purchase Services and Software by entering into an Order or SOW. Customer and its Affiliates may purchase Services and Software by entering into an Order with NICE or its Affiliates, as applicable. Customer and any Customer Affiliate that purchases Services or Software under this Agreement shall be jointly and severally liable for any breach of this Agreement by any Customer Affiliate.

3. **Invoicing, Payment Terms, and Taxes.**

3.1 NICE shall invoice Customer as described in each Order or SOW. Customer shall reimburse NICE for preapproved expenses associated with Professional Services (e.g., travel expenses) in accordance with NICE’s travel and expense policy and as further described in an Order or SOW, and such expenses shall be invoiced monthly in arrears. Customer shall pay to NICE all fees or other costs due hereunder in U.S. Dollars, and in full within thirty (30) days following Customer’s receipt of NICE’s invoice. With respect to any amount due to NICE which is not paid within thirty (30) days following the date of Customer’s receipt of NICE’s invoice, NICE may apply interest at the rate of one and one-half percent (1½%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Without waiving any of its rights or remedies under the Agreement or at law, NICE reserves the right to suspend delivery of Software or performance of Services until any amounts that are outstanding and past due are paid in full by Customer. In limited circumstances, NICE may, in its sole discretion, accept a Customer purchase order for certain Services or Software. Customer purchase orders, if any, are provided for Customer’s administrative purposes only, and any preprinted terms on Customer purchase orders will not add to, modify, or have any effect on the terms of this Agreement.

3.2 Customer shall, in addition to the other amounts payable under this Agreement, bear and pay all sales and other taxes, federal, state or otherwise, however designated that are levied or imposed by reason of the transactions contemplated hereunder, but excluding taxes on NICE’s net income. Without limiting the foregoing, if any such taxes are imposed upon and paid by NICE, Customer shall reimburse NICE within thirty (30) days of receipt of an invoice from NICE for such amount. If, at any time, Customer claims that its purchase of Software or Services hereunder is exempt from any taxes, it shall be Customer’s responsibility to provide NICE with the appropriate tax exemption certificate(s). In the absence of valid proof of exemption, NICE reserves the right to charge Customer for, and Customer agrees to pay, the applicable taxes.

4. **Warranties.**

4.1 **NICE Warranties for Cloud Services.** During the Subscription Term, NICE warrants to Customer that: (a) NICE is the owner or authorized distributor of, and has the right to supply, the Cloud Services and Documentation; and (b) the Cloud Services do not contain any virus, Trojan horse, or other similar code knowingly introduced by NICE. Customer’s sole and exclusive remedies and NICE’s sole obligations for NICE’s breach of the warranty in this Section are as follows: (i) for a breach of the warranty in Section 4.1(a), the indemnity in Section 7 of the Agreement; and (ii) for a breach of the warranty in Section 4.1(b), the prompt removal by NICE of any such virus or disabling code at NICE’s sole cost and expense.

4.2 **NICE Warranty for Professional Services.** NICE warrants that Professional Services will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing. Customer’s sole and exclusive remedy and NICE’s sole obligation for NICE’s breach of the warranty in this Section is NICE’s reperformance of the non-conforming Professional Services, provided that Customer notifies NICE of a non-conformity in this Section during the thirty (30) day period following NICE’s completion of the applicable Professional Services.

4.3 **NICE Warranty for On-Premise Software.** NICE warrants that the Software will operate substantially in accordance with the applicable Documentation during the twelve (12) month period beginning on the date on which the Software becomes available for download by Customer via NICE's electronic software delivery system ("**Warranty Period**"). Customer's sole and exclusive remedy and NICE's sole obligation for NICE's breach of the warranty in this Section during the Warranty Period shall be, in NICE's sole discretion and at no charge to Customer, to correct or replace such Software so that it complies with the warranty set forth in this Section.

4.4 **NICE's Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR AN ORDER, (a) NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NICE TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED; AND (b) NICE DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, NICE'S EFFORTS OR ANY SOFTWARE OR SERVICES PROVIDED BY NICE OR ANY INFRASTRUCTURE PROVIDER WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES NICE WARRANT THAT THE OPERATION OF THE SOFTWARE OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.5 **Customer Warranties.** Customer warrants to NICE that: (a) Customer is the owner or authorized licensee of the Content, and has secured all necessary licenses, consents, authorizations and waivers for the use of the Content; (b) the Content and Customer's use of the Cloud Services at all times complies with the terms of the Agreement and Orders as applicable; and (c) Customer shall not use the facilities or capabilities of the Cloud Services to conduct any illegal activity or engage in any other activity which infringes upon the rights of NICE or any third party. If Customer breaches any of the warranties contained in this Section, NICE may, in addition to any other rights it may have in law or equity, exercise its right to suspend Customer's access to the Cloud Services.

5. **License and Ownership.**

5.1 The specific terms of the Services and Software use rights granted by NICE to Customer pursuant to this Agreement will be documented in one or more Orders or SOWs; provided that NICE will grant to Customer a non-exclusive, non-transferable, non-sublicensable, limited right to use the Services, Software and Documentation for Customer's internal business purposes, or as may otherwise be set forth in the applicable Order or SOW.

5.2 No title or ownership of the Services or Software shall be transferred to Customer by way of this Agreement or the applicable Order or SOW. NICE has sole right to and ownership of, all intellectual property rights in and to: (a) the Services and Software and Documentation, and all modifications, enhancements, improvements, adaptations, translations; (b) the trademarks, service marks, and trade names associated with the Services or Software; (c) Resulting Information; and (d) all other NICE supplied material developed for use in connection with the Services or Software generally, exclusive of the Content.

5.3 The Services and Software contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Customer herein are reserved to NICE. Customer shall not remove any proprietary notice of NICE from any copy of the Software. Customer may make a reasonable number of copies of the Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by NICE. Customer may make one (1) back-up archival copy of the Software, provided Customer reproduces all confidentiality and proprietary notices on such copy.

5.4 Customer has sole ownership of the Content, including all intellectual property rights related thereto. NICE is not responsible for validating the Content for accuracy, correctness or usability. Customer grants to NICE a limited, non-exclusive, non-sublicensable, non-transferable license to use, copy, store and display the Content to provide the Services to Customer, and for the purpose of improving and enhancing the overall user experience of the Services. Customer acknowledges and consents that NICE may share the Content with its Affiliates. NICE will not sell, rent, or lease Content to others.

5.5 Customer shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Services or Software or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Services or Software including to: (i) build or create a competitive product or service, and (ii) build or create a product or services using similar ideas, features, functions or graphics of the Services or Software, nor shall Customer attempt to create the source code from the object code for the Software; (c) permit any third party to access the Services or Software except as expressly permitted herein or under an Order or SOW; or (d) create any unauthorized Internet "links" to the Cloud Services or "frame" or "mirror" any content of the Cloud Services.

5.6 Customer is solely responsible for monitoring its use of the Services or Software for possible unlawful or fraudulent usage, and shall notify NICE immediately if it becomes aware or has reason to believe that the Services or Software are being fraudulently used. Customer acknowledges and agrees that its failure to notify NICE may result in the suspension of Customer's right to use and access the Services or Software.

6. **Confidential Information.**

6.1 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and secure and shall use at least the same standard of care to protect the Disclosing Party's Confidential Information as the Receiving Party employs for the protection of its own proprietary information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party and shall not use or reproduce in any form the Disclosing Party's Confidential Information, except as required to exercise its rights and discharge its responsibilities set forth in this Agreement. The Receiving Party shall promptly notify the Disclosing Party in writing of any actual or suspected loss or unauthorized use, disclosure, or access of the Disclosing Party's Confidential Information of which it becomes aware, and take all steps necessary to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

6.2 The term "Confidential Information" does not include any information as to which the Receiving Party is able to demonstrate: (a) is, or after the date of disclosure under this Agreement becomes, generally available to the public other than as a result of any actions or omissions of the Receiving Party; (b) was already known by the Receiving Party prior to the time of disclosure under this Agreement; (c) was disclosed to the Receiving Party on a non-confidential basis by a third party that did not owe an obligation of confidentiality to the Disclosing Party; or (d) is developed by the Receiving Party, independently without use of or reference to the Disclosing Party's Confidential Information.

6.3 The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to: (a) its and its Affiliates' officers, directors, employees, consultants, and subcontractors who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in this Agreement; and (b) external auditors and legal advisors (collectively, "**Representatives**"). The Receiving Party's disclosure of the Disclosing Party's Confidential Information to its Representatives shall not require the prior written consent of the Disclosing Party, however, prior to any such disclosures, the Receiving Party will inform the Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. The Receiving Party shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section 6 and to prevent any unauthorized disclosure of the Disclosing Party's Confidential Information by any of them. The Receiving Party shall be responsible for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information.

6.4 Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to an order made pursuant to applicable law, regulation or legal process, provided that: (a) to the extent permitted under applicable law, the Receiving Party gives the Disclosing Party prompt written notice of such order so that the Disclosing Party has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such order; (b) the Receiving Party provides the Disclosing Party with all reasonable assistance, at the Disclosing Party's expense, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and (c) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.

6.5 Each Party acknowledges that the unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party will irreparably damage the Disclosing Party in such a way that adequate compensation could not be obtained from monetary damages alone in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Disclosing Party the right to seek injunctive relief restraining such unauthorized disclosure or use, without the necessity of proving actual damages, in addition to any other remedy otherwise available to the Disclosing Party.

6.6 Upon the written request of the Disclosing Party, the Receiving Party shall: (a) promptly return to the Disclosing Party such of its Confidential Information (and all copies thereof) as the Disclosing Party may request, or upon written request from the Disclosing Party, destroy such Confidential Information and provide the Disclosing Party with written certification of such destruction; and (b) cease all further use of such Confidential Information.

7. **Indemnification.**

7.1 **NICE Indemnification of Customer.** NICE shall indemnify, defend, and hold harmless Customer from and against any Losses resulting from or arising out of a Claim against Customer to the extent that such Claim alleges the infringement of such third party's U.S. patent or copyright by the Services or Software. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Customer and implemented by NICE at Customer's request; (b) the Services or Software being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by NICE in writing; (c) the modification to Services or Software by any person or entity other than NICE; or (d) use of Services or Software other than in accordance with its Documentation.

7.2 If a Claim for which Customer is entitled to be indemnified under Section 7.1 above has occurred, or in NICE's opinion is likely to occur, NICE shall, at NICE's expense, do one of the following: (a) procure for Customer the right to continue using the affected Services or Software; (b) replace with non-infringing alternates or modify the relevant Services or Software so that it becomes non-infringing but its functionality after modification is substantially equivalent; (c) accept the return of the affected Software, and refund to Customer the fees for the affected Software amortized by an equal annual amount over a three (3) year period beginning from the date of shipment of the affected Software; or (d) cease providing the Services and refund any prepaid fees applicable to the period after the Services has ceased. The collective obligations of NICE pursuant to Section 7.1 and this Section 7.2 state the sole and exclusive liability of NICE, and Customer's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation.

7.3 **Customer Indemnification of NICE.** Customer shall indemnify, defend, and hold harmless NICE from and against any Losses resulting from or arising out of any Claim brought against NICE alleging Customer's violation of applicable laws in connection with Customer's use of the Content, Services or Software.

7.4 **Indemnification Procedure.** Promptly after a Party obtains knowledge of the existence or commencement of a Claim for which it is entitled to be indemnified under Section 7.1 above (the "**Indemnified Party**"), the Indemnified Party will notify the other Party (the "**Indemnifying Party**") of such Claim in writing, provided, however, that any failure to give such notice will not waive any rights of the Indemnified Party except to the extent that the rights of the Indemnifying Party are actually prejudiced or liability increased thereby. The Indemnifying Party will have exclusive control of the defense and settlement of such Claim; provided, however, that the Indemnified Party may join in the defense and settlement of such Claim and employ counsel at its own expense, and will reasonably cooperate with the Indemnifying Party in the defense and settlement of such Claim. The Indemnifying Party may settle any Claim without the Indemnified Party's written consent unless such settlement: (a) does not include a release of all covered claims pending against the Indemnified Party; (b) contains an admission of liability or wrongdoing by the Indemnified Party; or (c) imposes any obligations upon the Indemnified Party other than an obligation to cease using any infringing items.

8. **Limitation of Liability.**

8.1 SUBJECT TO SECTION 8.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE UNDER THE ORDER, PURCHASE ORDER, OR STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE.

8.2 The limitations in Section 8.1 above shall not apply to: (a) damages occasioned by the breach by either Party, including by their Representatives, of its obligations of confidentiality under Section 6 above; (b) either Party's indemnification obligations under Section 7 above; or (c) matters that cannot be excluded or limited by applicable law.

9. **Term and Termination.**

9.1 This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 9 (the "**Term**"). Unless otherwise provided herein or in an Order, the termination of this Agreement will not operate to terminate any existing Orders or SOWs, and the terms of this Agreement shall continue to govern such Orders and SOWs until completion or the earlier termination of such Orders and SOWs in accordance with this Agreement.

9.2 Either Party may terminate this Agreement, an Order or a SOW for cause, upon written notice to the other Party setting forth the effective date of termination, if the other Party fails to cure a material breach of this Agreement, an Order or a SOW, respectively, within thirty (30) days after receiving such notice.

9.3 This Agreement will terminate, effective upon delivery of written notice by either Party to the other Party: (a) upon the institution of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debts of the other Party; (b) upon the making of an assignment for the benefit of creditors by the other Party; or (c) upon the dissolution of the other Party.

9.4 Any provision of this Agreement, an Order or a SOW that contemplates performance or observance subsequent to the termination of such Order or SOW and any other provision that by its nature may reasonably be presumed to survive any termination of this Agreement, an Order or a SOW shall survive its termination.

10. **Notices.** With respect to notices permitted or required under this Agreement related to the following matters, such notices must be in writing and delivered by personal delivery, by registered or certified mail (return receipt requested), or by internationally recognized overnight delivery service: (a) notices of breach; (b) notices of termination; and (c) notices regarding actual or potential legal action, including claims subject to indemnification hereunder. Notices will be deemed given: (i) on the date of delivery when delivered personally, (ii) one (1) business day after deposit for next day delivery with an internationally recognized overnight delivery service, and (iii) on the date of delivery when mailed by registered or certified mail (return receipt requested). Notices other than those described in Sections 10(a) through 10(c) may also be delivered by email, and will be deemed given upon personal reply acknowledging receipt. Notices will be sent to the addresses below or to such other address as either Party may specify in writing.

11. **General Provisions.**

11.1 Neither Party shall have the right to assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, NICE may assign its rights and obligations under this Agreement to an Affiliate, or to any successor by way of merger, acquisition, or sale of all or substantially all of NICE's assets.

11.2 NICE has existing arrangements with certain technology service providers ("**Augmented Resource(s)**"). Augmented Resources provide NICE with the ability to supplement its employee workforce providing Services to NICE's customers. Notwithstanding anything to the contrary contained in Section 11.1 above or in an Order, Customer acknowledges and agrees that NICE may use a combination of its employees and Augmented Resources to assist NICE with the delivery of certain Services under this Agreement. NICE will remain responsible to Customer for the performance and conduct of such Augmented Resources.

11.3 It is expressly agreed that the Parties are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other Party except to the extent and for the purposes expressly provided for and set forth herein.

11.4 Each Party agrees that it will not, directly or indirectly, for a period commencing on the Effective Date and ending one (1) year following the expiration of the Term, without the prior written consent of the other Party, solicit or employ any person

who, at any time during the Term, were employees of the other Party or its Affiliates who performed duties related to the Services performed hereunder, nor will such Party solicit or encourage any such person to terminate their employment relationship with the other Party or its Affiliate.

11.5 Neither Party shall be deemed to be in default of any provision of this Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, infectious disease, or act of government (each a "**Force Majeure Event**"). Such Force Majeure Event, to the extent it prevents a Party's performance or any other undertaking under this Agreement, will extend the time for performance for as many days beyond the applicable performance date as is required to correct the effects of such Force Majeure Event.

11.6 NICE shall have the right to use or incorporate into the Services and Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

11.7 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

11.8 All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

11.9 Each Party shall perform its obligations in a manner that complies with all applicable laws and regulations, compliance with which is required of such Party or for which such Party is responsible hereunder.

11.10 The Software may be subject to export laws and regulations of the U.S. and other jurisdictions, and Customer shall comply with all applicable export and import control laws and regulations. Customer shall not permit access to, or use of, the Software by a person or in a country embargoed by, or in violation of, any applicable export laws or regulation.

11.11 No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

11.12 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its rules of conflicts of law. Both Parties hereby consent and submit to the exclusive jurisdiction of the state and federal courts in New Jersey in all questions and controversies arising out of this Agreement. Both Parties hereby exclude the application of the Uniform Computer Information Transactions Act ("**UCITA**"), the United Nations Convention on the International Sale of Goods ("**CISG**"), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this Agreement. To the extent not prohibited by applicable law that cannot be waived, the Parties hereby waive, and covenant that they will not assert any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement or any of the transactions contemplated hereunder.

11.13 In the event of any conflict or inconsistency between the terms of: (a) this Agreement and any Order or SOW, the terms of the Agreement shall prevail; except to the extent that an Order or SOW specifically states that specified terms in the Order or SOW supersede specified terms in the Agreement, in which case such superseding terms will apply only to that Order or SOW; and (b) any Order and any SOW, the terms of the Order shall prevail; except to the extent that: a SOW specifically states that specified terms in that SOW supersede specified terms of the applicable Order, in which case such superseding terms will apply only to that SOW. The Parties agree that if a URL contained in this Agreement does not work or has stopped working, it will notify the other party and NICE will then repair or create a new URL to replace the URL.

11.14 Following the Effective Date, NICE shall have the right to issue a press release regarding its relationship with Customer (the "**Press Release**"). Customer agrees to contribute a quote from a Customer employee involved with the relationship with NICE to be used in the Press Release. NICE shall provide a draft of the Press Release to Customer for its review and, within five (5) business days following its receipt of the draft, Customer shall provide NICE with any proposed changes to the Press Release. Notwithstanding anything to the contrary contained herein, NICE agrees that it will not make, issue, or release any public statement (including the Press Release), announcement, or acknowledgement of the existence of, or reveal the status of, the Agreement or the terms or transactions provided for herein, without first obtaining the written consent of Customer.

11.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Additionally, the Parties agree that: (a) this Agreement, including any transactional documents related to this Agreement, and any amendments thereto, may be signed using electronic signatures facilitated by a U.S. E-SIGN Act-compliant (i.e., the Electronic Signatures in Global and National Commerce Act - E-SIGN, Pub.L. 106-229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96) electronic signature provider ("**e-signatures**"); (b) e-signatures shall have the same effect as original signatures; and (c) the Parties are subject to the provisions of the U.S. E-SIGN Act.

11.16 This Agreement, any Orders or SOWs executed hereunder represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede any other agreement or understanding, written or oral, that the Parties may have had with respect thereto. No other statement or inducement with respect to the subject matter by either Party or by any agent or representative of either Party, which is not contained in this Agreement, shall be valid or binding between the Parties. No provision of this Agreement may be modified or amended except by a written instrument duly executed by each of the Parties. Any such modifications or amendments shall not require additional consideration to be effective.

NICE Systems, Inc.

Champaign County
on behalf of Champaign County State's Attorney

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Darlene Kloepfel
Title: Champaign County Executive
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices:

To NICE:

NICE Systems, Inc.
Address: 221 River Street, 10th Floor, Hoboken, NJ 07030
Email: contractnotices@nice.com
Attention: Legal Department

To Customer:

Champaign County State's Attorney
Address: 101 E. Main Street, 2nd Floor, Urbana, IL 61801
Email: statesatty@co.champaign.il.us
Attention: Office Manager

**Order No. 1
OP-00393012
(SaaS Solution)**

This Order No. 1 ("**Order**") dated _____ ("**Order Effective Date**"), is entered into by and between NICE Systems, Inc. ("**NICE**") and Champaign County on behalf of Champaign County State's Attorney ("**Customer**"), subject to the terms of the Master Relationship Agreement dated _____ ("**Agreement**").

1. **SaaS Solution.** Customer hereby purchases a subscription to the following NICE Justice SaaS Solution, and non-recurring charge implementation Services from NICE:

1.1 NICE Justice SaaS Solution ("**Justice SaaS Solution**") as further described in the SOW attached hereto as Attachment 1 and incorporated herein by this reference.

1.2

Storage included	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
TB Hot (at end of year)	14	8	9	9	10	10	10	10	10	10
TB Archive (at end of year)	21	32	36	41	45	45	45	45	45	45
Cumulative Storage	35	40	45	50	55	55	55	55	55	55

Additional storage required for the NICE Justice SaaS Solution beyond what is included per annum as set forth in Section 1.2 above will be charged at the rate of Seven Hundred Twenty Dollars (\$720) per TB per annum for Hot storage and Seventy Two Dollars (\$72) per TB per annum for archive storage.

1.3 Subject at all times to its obligations with respect to Confidential Information, Customer shall reasonably assist NICE to develop: (i) a NICE press release stating that Customer has elected to employ the Justice SaaS Solution for its digital investigation and evidence management software; and (ii) case studies to demonstrate the benefits derived by use of the Justice SaaS Solution.

2. **Initial Subscription Term.** 120 months beginning on the Activation Date.

3. **Invoicing.** The total amount due for the Justice SaaS Solution Initial Subscription Term fees are One Million One Hundred Four Thousand Eight Hundred Ninety-Six Dollars (\$1,104,896), and the implementation Services Fees are Fifty-Three Thousand Dollars (\$53,000), to be invoiced as follows, subject to Section 3 of the Agreement:

Fee Type	Setup	Initial Subscription Term – Years 1 - 5					Invoice Date
		Fees Year 1	Fees Year 2	Fees Year 3	Fees Year 4	Fees Year 5	
Implementation Services Fees	\$53,000						Order Effective Date
NICE Justice Cloud Service Storage Fees		\$10,432	\$11,414	\$8,711	\$9,278	\$9,877	Activation Date, and upon each anniversary accordingly
NICE Justice Cloud Service Initial Subscription Term Fees		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	Activation Date, and upon each anniversary accordingly
Fee Type		Initial Subscription Term – Years 5 - 10					Invoice Date
		Fees Year 6	Fees Year 7	Fees Year 8	Fees Year 9	Fees Year 10	
NICE Justice Cloud Service Storage Fees		\$10,509	\$10,907	\$10,950	\$11,257	\$11,561	Activation Date, and upon each anniversary accordingly
NICE Justice Cloud Service Initial Subscription Term Fees		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	Activation Date, and upon each anniversary accordingly

4. **Bill To/Ship To.**

Bill To:

Champaign County State's Attorney
101 E. Main Street, 2nd Floor
Urbana, IL 61801
Attention: Office Manager

Ship To:

Champaign County State's Attorney
101 E. Main Street, 2nd Floor
Urbana, IL 61801
Email Address: statesatty@co.champaign.il.us

5. **SaaS Solution.** See Exhibit A to the Agreement.

6. **Non-Appropriation.** This Order is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the Order. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1st and terminating December 31st of each year. In order for the Order to remain in effect, such appropriation must be approved on an annual basis throughout the term of the Order scheme. In the event that an annual appropriation is not approved, the Customer shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

7. **Indemnification.** Notwithstanding anything contained in Section 7 of the Agreement to the contrary, NICE's indemnification obligations of Customer under Section 7 of the Agreement shall include: NICE agrees to accept all responsibility for loss or damage to any person or entity, including the Customer, and to indemnify, hold harmless, and release the Customer, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any third party, that arise out of, pertain to, death, personal injury or damage to tangible personal property arising from NICE's gross negligence or willful misconduct in its performance or obligations under this Order. NICE agrees to provide a complete defense for any claim or action brought against the Customer based upon a claim relating to NICE's performance or obligations under this Order. NICE's obligations under this Section apply whether or not there is concurrent negligence on the Customer's part, but to the extent required by law, excluding liability due to the Customer's conduct. The Customer shall have the right to select its legal counsel at NICE's expense, subject to NICE's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for NICE or its agents under workers compensation acts, disability benefits acts, or other employee benefit acts.

8. **Insurance.** During the term of the contract, NICE shall provide the following types of insurance in not less than the amounts specified below.

8.1 **GENERAL** NICE shall maintain for the duration of the contract and any extensions thereof, at NICE's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Customer, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and inclusion of a waiver of subrogation in favor of Champaign County;
- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;
- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease and \$500,000 aggregate, and a waiver of subrogation in favor of Champaign County.
- (d) Errors and Omissions/Professional Liability coverage for all work being performed for Champaign County in the amount of \$1,000,000 per Occurrence, and \$2,000,000 Aggregate with self-insured retention noted. Additional Insured endorsement must be added to policy and sent with certificate of insurance.

8.2 **EVIDENCE OF INSURANCE** NICE agrees that with respect to the above required insurance that:

- (a) The Customer shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The Customer shall be provided with prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors;
- (e) In addition to being named as an additional insured on the Certificate of Insurance, the Commercial General Liability and Errors and Omissions/Professional Liability policies shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance;
- (f) Champaign County must be named as an additional insured the Commercial General Liability and Errors and Omissions/Professional Liability policies, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic 1776 East Washington Street, Urbana, IL 61802; and,
- (g) Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, Insurance Specialist, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802

9. **RFP and Proposal.** Notwithstanding anything contained in Section 11.16 of the Agreement to the contrary, the parties agree that the Agreement incorporates all requirements documented in the Customer’s Request for Proposals (“**RFP**”) (except as provided below) and all elements of NICE’s proposal (“**Proposal**”), and in the event of a conflict between the requirements of the RFP (except as provided below) and all elements of Proposal or the resulting contract(s), the RFP requirements (except as provided below) and all elements of Proposal shall govern for purposes of this Order, provided however that with respect to Section 5.13 (“**Indemnification**”) of the RFP, the parties agree that: NICE’s obligation to indemnify Customer for infringement of patent trademark or copyright shall only apply to third party claims of patent trademark or copyright infringement.

The Parties hereto have caused this Order to be executed by their respective authorized signatories as of the Order Effective Date.

NICE Systems, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1

Attachment 1 to Order 1: Statement of Work

Contract Reference

This statement of work ("**SOW**") is entered into as of the date of signature of Order 1 by and between NICE Systems, Inc. with an office at 221 River Street, 10th Floor, Hoboken, NJ 07030 ("**NICE**"), and Customer. The detailed services to be performed under this SOW ("**Services**") are described below. The Services shall be performed in accordance with the terms of this SOW and subject to the terms and conditions set out in the Master Relationship Agreement. The Services are to be delivered is for the implementation of a NICE Justice SaaS platform to provide the SaaS Services as described herein.

This Statement of Work details the work required to deliver the NICE Justice SaaS Solution to Customer for commencement of the service.

A new NICE Justice SaaS Solution instance will be created and deployed within the Microsoft Azure Government data-centers. The rollout will comprise of the NICE Justice portal, the Share Via Download Portal, the Community portal comprising the business portal, the public/appeals portal and the Administration portal. The NICE Justice SaaS Service will provide access for an unlimited number of Customer users.

Recommended integrations for data ingestion include: Champaign County State Attorney's Case Management System (JANO) and Champaign County State Attorney's Civil Case Management System (Actionstep).

Recommended user creation via Active Directory sync.

The implementation will include historical indexing of all databases to provide 24 months of historical information within the NICE Justice SaaS Solution.

This SOW is for the implementation of NICE Justice SaaS Solution instance for Customer. NICE assumes the following, to ensure the Services will be best utilized and that the Customer will extract the best possible value from these Services:

- NICE shall be responsible for the implementation of the integrations as detailed in this Statement of Work.
- Customer will be responsible for ensuring any third-party vendors provide the information and technical support necessary to complete any work on the integrations. NICE will assist with all technical discussions with third parties where applicable.
- The Customer will provide a remote connection to the DSG virtual machines deployed within the Customer environment, to enable NICE to install and support the product.
- The Customer will provide the hardware and software infrastructure as specified in this SOW required to provide the relevant interfaces to the Justice SaaS Solution.

2.1 Technical Overview

The **NICE** Justice SaaS Solution is hosted in the Microsoft Azure Government cloud data centers. These data centers provide enhanced security policies for access control and maintenance, sufficient to meet CJIS security policy requirements (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center/view>).

Connections are made to Customer's data sources through a Data Source Gateway(s) (DSG) deployed within the Customer Infrastructure, via a secure encrypted link to the Justice SaaS Solution instance deployed within the MS Azure Government data center. All connections of the DSG are outbound only, using secure browser protocols (i.e. HTTPS).

2.1.1 Architecture

The architecture for the **NICE** Justice SaaS Solution consists of items deployed within the Customer Infrastructure and items deployed within the Microsoft Azure cloud subscription.

The Microsoft Azure cloud components will host the evidential data store and the software components required to service the Justice SaaS Solution client web interfaces.

Within the Customer's Infrastructure, one or more Virtual Machine(s) will be deployed as the **NICE** Justice Data Source Gateway(s) (DSG). The DSG(s) will connect to Customer data sources for indexing and collection of the evidential data to be stored within the **NICE** Justice SaaS Solution. A diagram detailing the high-level architecture is shown below.

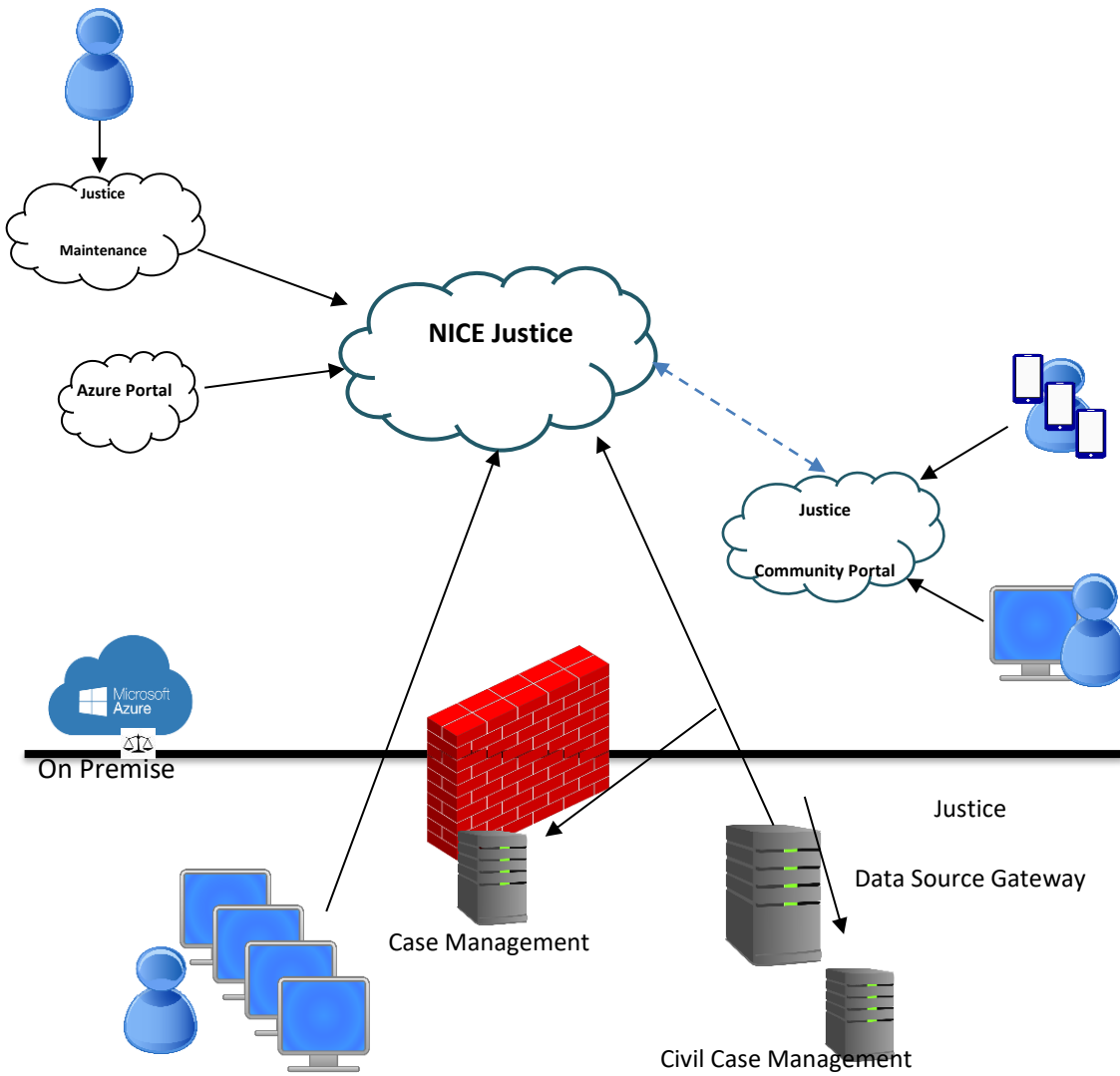


Figure 1 – High level architecture

The data sources shown are those required for the delivery. Further data sources may be added during the service period as required.

2.1.2 NICE Justice Portals

The **NICE** Justice SaaS solution consists of a number of different portals to provide access for public bodies, Investigators and criminal justice organizations. The portals ordered by Customer, which will be deployed on the Justice SaaS Solution instance are:

- Main **NICE** Justice Portal
- **NICE** Justice Administration Portal
- **NICE** Justice Share via Download Portal
- **NICE** Justice Community portal
 - **NICE** Justice Business Portal
 - **NICE** Justice Public Portal

The **NICE** Justice SaaS Solution will be deployed with the most current version of released software.

2.1.3 Storage

The **NICE** Justice SaaS Solution will be deployed with initial storage capacity as stated in the Order No. 1.

2.1.4 Data Source Gateway (DSG) Specification Requirements

The Data Source Gateway provides the integration point between the data sources and the **NICE** Justice SaaS Solution. A number of virtual servers will be deployed within the Customer. These servers will host the integration software required to connect to the data sources and transfer the data to the Justice platform.

The recommended specification of the virtual servers which will run the DSGs is as follows:

Item	Specification
CPU	4 vCPUs @2GHz
System RAM	16GB
HDD	200GB
Network Interface	Ethernet TCP/IP: minimum speed 100 Mbps, 1Gbps recommended configured as Full Duplex
Operating System	MS Windows Server 2012, MS Windows Server 2016, or MS Windows Server 2019

The Customer will be required to provide 1 or more VMs to host the number of recommended DSG connectors. The exact number of VMs will be determined during the Planning Phase for this project.

2.1.5 External Connections Requirements

Communication between the DSG and Customer workstations to the Justice SaaS Solution are made over a standard internet connection via TCP network ports. Customer is required to ensure that suitable firewall rules are in place to allow these communications. The required network ports are detailed in Table 1 below.

Table 1: Network port requirements for DSG and client workstations

Application	Justice end point	Destination Network Port	Protocol
DSG to NICE Justice			
DSG	Justice DSG API	TCP 443	HTTPS
Azure Storage (blob)	Azure Storage (blob)	TCP 443	HTTPS
Client PC to NICE Justice			
Web browser	Justice client APIs	TCP 443	HTTPS

! **IMPORTANT:** Internet access is paramount to the correct working of the system and should be always available.

External HTTPS connections use FIPS 140-2 security algorithms.

No incoming connections are required from the internet.

2.1.6 Internal Connections Requirements

The DSGs connect to the data sources for indexing and collection of evidential data using standard network connections. These connections are made via standard TCP ports.

Defined DSG network port requirements to connect to data sources will be determined during the detailed technical design phase.

2.1.7 DSG Maintenance and Connections

Maintenance of the DSG virtual machines up to operating system level is the responsibility of Customer. NICE is responsible for the configuration and maintenance of the NICE DSG software. To facilitate this maintenance, NICE will require the ability for authorised users to access and monitor the DSG virtual machines from outside using VPN and remote access.

Access to the DSGs will be initiated only from approved secure locations within NICE, by authorized personnel.

2.1.8 Client Connections

The **NICE** Justice SaaS Solution is accessed using any standard web browser, although the best performance is achieved with Google Chrome, IE or Edge. No software is needed to be installed on the client workstation.

The NICE Data Source Gateway (DSG) is installed on the Customer network and provides the secure connection point between local data sources, (e.g. CAD, Records, etc.), and the Justice SaaS Solution. It uses a selection of custom integrations, called “DSG connectors”, for searching and retrieval of the meta data and media from each individual data source.

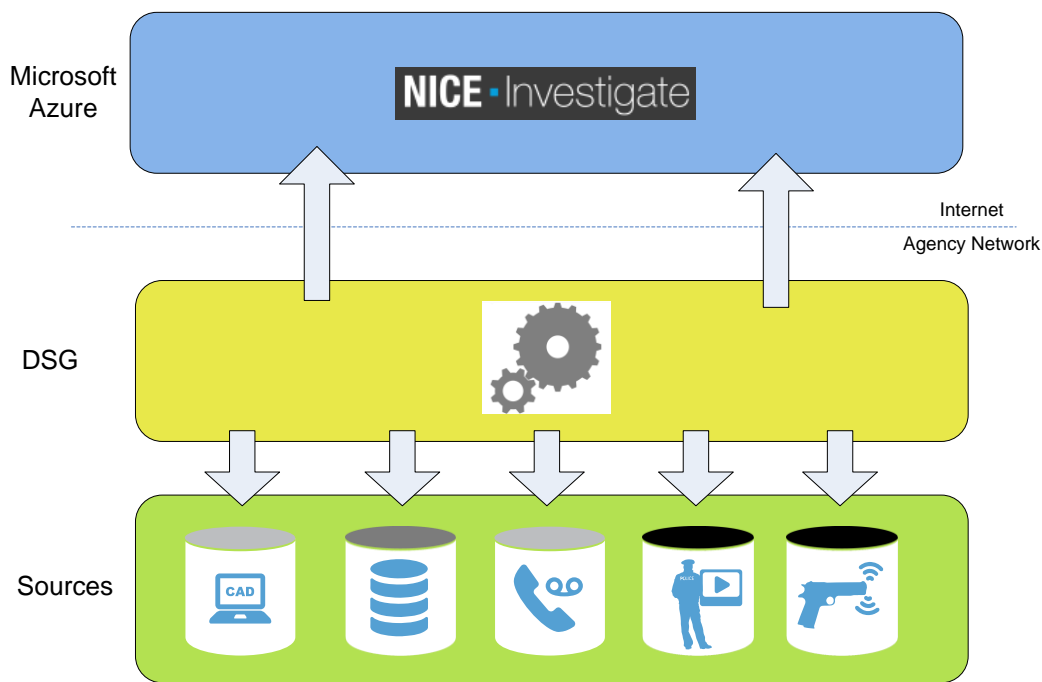


Figure 1 – High Level Architecture Overview

The DSG periodically queries each data source for any new records, or changes to existing records and transfers the data up to the **NICE** Justice SaaS Solution to allow the authorized users to build a holistic view of any cases and evidence available to them. Any multi-media evidence that can be directly linked to a case (e.g. supplemental reports, Crime scene photos, etc.), will also be automatically pushed securely up to the cloud to remove the burden of retrieval from the authorized users.

2.1.9 Bandwidth requirements

Operation of the **NICE** Justice SaaS Solution requires defined internet access bandwidth both for users to access the system and for the DSG to upload and index any media data. Any network management tools on site need to be adjusted to allow for the requirements of the **NICE** Justice SaaS Solution.

The bandwidth requirements will vary during the initial deployment of the Justice SaaS Solution.

The **NICE** Justice SaaS Solution will be uploading all digital evidence related to a case; hence the key bandwidth drivers will be video, photos and audio.

Customer will be required to make sufficient bandwidth available to enable the **NICE** Justice SaaS Solution to upload and download data to meet the requests of the **NICE** Justice platform and the users.

Typical examples of bandwidth requirement are provided below.

Assumptions

100 Body worn video items per day @ 100MB each = 10GB per day.

50 Interview room recordings (audio) @ 50 MB each = 2.5GB per day.

500 photos per day @ 5 MB each = 2.5GB per day.

(Indexing requests are negligible in comparison = ~10KB per item).

180 days historic ingest (over 4 weeks).

The number of concurrent retrievals is configurable per connector, typically set to 5.

The DSG will upload at the available network speed.

Steady State indexing

Average rate:

$$15 \text{ GB} / 24 * 60 * 60 = 175 \text{ KBps} = 1.75 \text{ Mbps}$$

Historic indexing

Total data:

$$15 \text{ GB} * 180 \text{ days} = 2.7 \text{ TB.}$$

Average rate (over 4 weeks):

$$2.7 \text{ TB} / 28 * 24 * 60 * 60 = 1.2 \text{ MBps} = 12 \text{ Mbps}$$

2.1.10 Security

Details of the security provided within the **NICE** Justice SaaS Solution are provided in the following sections. Further detail is available with the following documentation

- NICE Justice Security White Paper

2.1.10.1 Security Management, Access control and User Authentication

NICE recommends utilizing Active Directory with Multi-Factor Authentication (MFA) enabled for authentication and Customer user management. Users, user groups, and user roles may be created and managed in the **NICE** Justice SaaS Solution Administration Portal by a Customer-assigned system administrator.

If Active Directory with Multi-Factor Authentication (MFA) is not available, Customer may utilize NICE Investigate authentication using X.509 certificates and a username and password for authentication. These certificates need to be securely installed by the Customer on devices that will be used with the **NICE** Justice SaaS Solution. Depending on the Customer security policies a unique certificate can be applied to each device, or to a group of devices. NICE will provide X.509 certificates derived from a NICE issued customer specific root certificate. The **NICE** Justice SaaS Solution administration portal can be used to generate new certificates on demand. IP whitelisting can also be implemented as required.

User access to cases, evidence, and features within the Justice SaaS Solution is controlled by a Security Access Control Policy. Access control rules will be defined by Customer during the Planning Phase of the project.

2.1.10.2 Virus check

All files uploaded to the **NICE** Justice SaaS Solution will be passed through Microsoft Security Essentials. There is a unique instance of the scanner for the Customer handling only the Customers uploads and downloads.

2.1.10.3 Data Storage

All data stored within the **NICE** Justice SaaS Solution is held within the USA. All data is encrypted at rest with AES-256 encryption.

2.1.10.4 Data transport

All data in transit outside the **NICE** Justice SaaS Solution is carried in HTTPS using TLS version 1.2/AES-256

2.2 Integrations

NICE will make the below listed integrations available. NICE will index information from the connectors detailed in sections 2.2 below.

Nice will consider the NICE Justice SaaS Solution to be accessible to the Customer once the integration to the Champaign County SA's Case Management System (Section 2.2.1) is operational.

Full details of the integrations and the data to be collected will be defined in the **NICE** Justice SaaS Solution design document appendices during the technical design phase.

2.2.1 Champaign County SA's Case Management System

This will be a direct integration to the Case management system to provide case information in the Justice SaaS Solution. It is a two-way integration, reading information from the Case management system and writing back a URL to the Justice case (if API or other mechanism allows). This will be a synchronized connection, updating in real time as information is updated in the Case management system.

The NICE Integration will provide:

- The ability for the **NICE** Justice SaaS Solution to create a digital case folder based on the creation of a case folder in Case Management.
- The ability for NICE to extract key case related information such as case ID, plaintiff and defendant details, case status information, related court assignments and details, etc and populate key information in the Justice case folder.
- The ability (if available via API or other mechanism) for the NICE Justice SaaS Solution to write back to Case Management the URL of the case folder once created; and
- The ability to search all key information pulled from the Case management system from within the Justice SaaS Solution.

2.2.2 Champaign County SA's Civil Case Management System

This will be a direct integration to the Civil Case management system to provide case information in the **NICE** Justice SaaS Solution. It is a two-way integration, reading information from the Case management system and writing back a URL to the Justice case (if API or other mechanism allows). This will be a synchronized connection, updating in real time as information is updated in the Case management system.

The NICE Integration will provide:

- The ability for the NICE Justice SaaS Solution to create a digital case folder based on the creation of a case folder in the Civil Case Management System.
- The ability for NICE to extract key case related information such as case ID, plaintiff and defendant details, case status information, related court assignments and details, etc and populate key information in the Justice case folder.
- The ability (if available via API or other mechanism) for the NICE Justice SaaS Solution to write back to the Civil Case Management system the URL of the case folder once created; and
- The ability to search all key information pulled from the Case management system from within the Justice SaaS Solution.

2.2.3 Active Directory

This will be an integration to the Customer's local or Azure active directory service using Federated services. This integration will enable Customer users of the **NICE** Justice SaaS Solution to authenticate using their active directory credentials and NICE

may also use AD groups to configure users with group and role-based permissions within the Justice SaaS Solution for access control purposes.

2.3 Archive & Retention Rules

Customer defined archive and retention rules can be established based on any metadata characteristic or a combination of characteristics of an evidence item. Each evidence item uploaded to the NICE Justice SaaS Solution will be assigned a retention category and managed by the Justice SaaS Solution based on the retention rules implemented.

Archive and Retention rules will be defined by Customer during the Project Planning phase.

2.4 Resilience and Redundancy

The NICE Justice SaaS Solution is based upon Microsoft Azure Technologies and leverages their resilience features.

Microsoft Azure provides transparent resilience for storage and queues which form the core of the NICE Justice SaaS Solution infrastructure. All data is synchronously replicated across three different storage nodes within the same Azure datacentre.

The Justice SaaS Solution specific code runs as multiple load balanced instances of each of the front and back end services and is designed to handle short term connection outages with automated retry policies.

2.5 Training

NICE Justice SaaS Solution training will provide Customer personnel the expertise and product knowledge needed to acquire the skills required to undertake day-to-day activities using the NICE Justice SaaS Solution.

Training will be delivered in the following formats:

- Train-the-Trainer sessions led by NICE to enable successful delivery of classroom-based training for the NICE Justice SaaS Solution. This will cover key knowledge points to be transferred in the classroom, trainer demonstrations, student exercises, end of module review quizzes, and best approaches for delivery.
- Self-guided online training modules for use as new user are added to the platform as well as refresher training for existing users
- In application Help documentation to assist the user with specific functionality as needed
- Scheduled Webinar updates facilitated by NICE to provide training on functionality associated with new software releases
- Quarterly touchpoints between NICE and select Customer users to obtain feedback and ensure maximum utilization of the system and its capabilities

2.6 Customer Deployment

To deliver a quality deployment, NICE Project Management uses a five-step delivery approach: Initiation, Planning, Execution (includes training), Closure and Customer Rollout.

2.6.1 Initiation Phase

Objective - to review the objectives, design and scope of the solution as sold to ensure all parties are on the same page

Deliverables

- Identify key project stakeholders
- Review of high-level project plan
- Review of connector capability requirements including all the associated APIs and database access requirements
- Review of site readiness prerequisites such as technical infrastructure, remote access needs

2.6.2 Planning Phase

Objective – to gather detailed requirements for connector development and solution deployment

Deliverables

- Detailed discovery session to include
 - Security
 - Access Control needs
 - DSG vm and bandwidth requirements
- Detailed DSG requirements documents
 - Planning sessions with sessions with database SMEs
- Detailed project plan with timelines for execution
- Defined and documented Justice Access Control policy
- Defined and documented Evidence Storage Retention policy
- Documented Customer Training Plan

2.6.3 Execution Phase

Objective – deploying the Justice SaaS Solution for Customer, testing, and training

- Connector development and turn up/testing
- Justice SaaS Solution provisioning and turn up/testing
- Indexing of historical data
- Testing and validating of the Justice SaaS Solution using the NICE Implementation Test Plan
- Complete Customer Training

2.6.4 Closure and Customer Rollout

Objective - the NICE Justice SaaS Solution will be accessible by Customer.

The following criteria will be used to determine readiness for transition to customer rollout.

- Customer users can logon and access the data within the Justice SaaS Solution that they have been given permission to access.
- Public users (Public and businesses) are able to provide data via the Justice SaaS Solution Community Portal interface.
- External users can access shared information via the Share via Download Portal
- Testing proves that the NICE Justice SaaS Solution is successfully indexing the defined data sources as stated in Section 2.2.

3.1 NICE Responsibility

Promptly following the execution of this SOW by both Parties, NICE will assign a project manager ("**NICE PM**") in connection with its performance of the Services. The NICE PM will serve as the primary point of contact for NICE in connection with the Services, and will be responsible for working with the Customer team, including the development of a project plan, and NICE's coordination of the Services.

3.1.1 NICE Roles

- NICE PM will be a proactive interface between Customer and NICE, ensuring that internal customers, technical staff and upper management are kept aware of up-to-date Project status, issues, and escalations.
- Plan, estimate and organise overall deployment and implementation of NICE products as applied in Customer environments.
- Serve as the communication link between Customer and NICE throughout the entire Project, and act as liaison with other NICE departments.
- A NICE Professional Services Engineer will verify site prerequisites, install the solution while documenting the procedure and load the necessary software on the equipment and conduct the NICE installation test procedure.
- NICE R&D will be responsible for implementation of the Justice SaaS Solution
- NICE Justice SMEs will be responsible for customer training
- NICE Services personnel will be responsible for ongoing maintenance and technical support

3.2 Customer Obligations

- To assign a lead point of contact and technical point of contact for support of ongoing design, configuration, and deployment activities.
- To make available the network infrastructure and firewall configuration necessary to facilitate access to the Justice SaaS Solution from the DSG and for users.
- To facilitate remote system access to the system by NICE Engineering and Maintenance teams.
- To own the responsibility for the following:
 - Providing necessary database access
 - Providing NICE with vendor APIs and database schema information and obtaining necessary vendor technical support for the systems as defined in section 2.2.
 - Paying any fees required by 3rd party vendors to provide NICE with needed access to Customer systems as defined in section 2.2.
- To distribute Justice SaaS Solution Security Certificates for user authentication.
- To provide up to 4 VMs (as specified in section 3.1.4) to host the DSG connectors. The exact number of VMs will be determined during the Planning Phase for this project.
- To provide network bandwidth as required by NICE.
- To assign a Customer project team (training user adoption, change request management etc.).



SHERIFF DUSTIN D. HEUERMAN CHAMPAIGN COUNTY SHERIFF'S OFFICE

204 E. Main Street
Urbana, Illinois 61801-2702
(217) 384-1204

Dustin D. Heuerman

Sheriff

ph (217) 384-1205
fax (217) 384-3023

Chief Deputy

Shannon Barrett

ph (217) 384-1222
fax (217) 384-1219

Captain

Law Enforcement

Shane Cook

ph (217) 384-1207
fax (217) 384-1219

Captain/Jail Supt.

Corrections

Karee Voges

ph (217) 819-3534
fax (217) 384-1272

Jail Information

ph (217) 384-1243
fax (217) 384-1272

Investigations

ph (217) 384-1213
fax (217) 384-1219

Civil Process

ph (217) 384-1204
fax (217) 384-1219

TO: Stephanie Fortado, Finance Committee Chairperson

FR: Sheriff Dustin D. Heuerman

DA: January 24, 2022

**RE: ARPA Funding for COVID testing & Update on FY21 Out of County
Prisoner Boarding**

The County Board allocated ARPA funding in FY22 that has not been assigned to specific projects. I would like \$120,000 of these funds dedicated to COVID-19 testing for inmates in custody. In FY21, we spent approximately \$8,000 per month in COVID testing, all of which came from our general operating budget. That simply is not sustainable for FY22, and I believe this will be a great use of some of the County's existing ARPA funds.

I also wanted to update you and the County Board on the out of county boarding funds. In FY21, we spent \$358,547 from that line, leaving a remainder of \$160,553 that will go back into the general fund.

Thank you for your continued support of me and the Sheriff's Office.



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloepfel, County Executive

MEMORANDUM

TO: County Board Members
FROM: Darlene Kloepfel, County Executive
 Kathy Larson, Economic Development Specialist/ARPA Project Manager
DATE: February 11, 2022
RE: ARPA Update

The first quarterly report was due to the Department of Treasury on January 31, 2022, and a copy of the exported report is attached to this memo. The primary expenditures included administration and mental health services through subrecipients. These expenses reflect what was posted on financial statements as of December 31, 2021, and does not include all expenses incurred as of that date.

Current ARPA projects that are in process include: C-U at Home assistance for winter shelter services; assistance for past-due sewer/water bills with Urbana & Champaign Sanitary District, Village of Mahomet, Sangamon Valley Public Water District; assistance for mental health and language barriers for Immigrant service organizations via the University YMCA; Broadband consultant coordination; several County Department purchases; and communications regarding future expenses including topics regarding the Jail and County Plaza.

Upcoming ARPA projects include discussion of housing and mortgage assistance; continued work on current projects and department purchases; communication regarding water projects, land bank assistance, Mahomet aquifer mapping, and grant information coordination.

Below are the current financial overview and timeline of ARPA funds and project categories.

	Projected 2021	Reported as of 12/31/21	Projected 2022	Projected 2023 - 2026	Projected Totals
Income					
Dept of Treasury	\$20,364,815	\$20,364,815	\$20,364,815	\$0	\$40,729,630
Investment Interest	\$40,000	\$9,299	\$128,000	TBD	\$137,299
Total Income	\$20,404,815	\$20,374,114	\$20,492,815	TBD	\$40,866,929
Expenses					
Administration (1 to 2 months for billing period)	\$49,862	\$21,712	\$131,953	\$447,300	\$600,965
Affordable Housing Assistance (C-U at Home, Housing Authority, Land Bank)	\$0	N/A	\$1,000,000		\$1,000,000
Broadband Projects (Broadband Study, Implementation TBD)	\$0	N/A	\$3,000,000		\$3,000,000
County Department Costs (Auditor, County Clerk, IT, Court Services, Circuit Clerk, Sheriff's Office, Capital Costs)	\$0	N/A	\$7,490,714	\$5,000,000	\$12,490,714
Community Violence Intervention (Coordinate Efforts)	\$0	N/A	\$1,500,000		\$1,500,000
Early Learning Assistance (RPC Early Childhood Facility)	\$0	N/A	\$1,500,000		\$1,500,000
Mahomet Aquifer Mapping	\$0	N/A	\$500,000		\$500,000
Mental Health Services	\$770,436	\$255,132	\$515,304		\$770,436
Mortgage/Sewer Bill Assistance (UCSD, SVPWD, Mahomet, RPC)	\$0	N/A	\$450,000		\$450,000
Non-Profit Assistance (Immigrant Service Organizations)	\$0	N/A	\$250,000		\$250,000
Premium Pay	\$0	N/A	\$750,000		\$750,000
Rural Water Project Assistance	\$0	N/A	\$2,000,000		\$2,000,000
Small Business Assistance	\$0	N/A	\$1,000,000		\$1,000,000
Other to be determined	\$0	N/A	\$0		\$0
Total Expenses	\$820,298	\$276,844	\$20,087,971	\$5,447,300	\$25,812,115



Completed Current Tasks for Topic



* In Process/Priority



Projected for Future

Champaign County ARPA Funds Project List 11/2021 - 12/2022 (as of 2/2022 working draft)	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022
Administration														
Coordination regarding ARPA rules, regulations, updates				*										
Coordination regarding ARPA reporting requirements				*										
Provide guidance for eligible uses (responding to all inquiries)				*										
Coordination and analysis of data for reporting				*										
Communication with recipients, partners, board, staff, others				*										
Communications regarding proposal discussions				*										
Draft and execute contracts as needed				*										
Research additional sources of funding for initiatives				*										
Determine adherence of projects with federal requirements				*										
Coordination of job description and hiring of grant writer														
Evaluate active projects with intended outcomes				*										
Work with recipients on ongoing performance reporting				*										
Submission of reports to Department of Treasury														
Affordable Housing Assistance														
Contract/funding/reporting coordination w/C-U at Home				*										
Visioning of joint initiative with Housing Authority & plan				*										
Discuss timing/plan with Central IL Land Bank & contract				*										
Broadband Projects														
Coordination with consultant for broadband analysis				*										
Community Violence Intervention														
Discuss initiative for violence intervention outcomes														
County Department Costs														
Coordination with departments on purchase/projects				*										
Early Learning Assistance														
Coordination with RPC; agreement of no County maintenance														
Mahomet Aquifer Mapping														
Planning, contract coordination				*										
Mental Health Services														
Coordination for reporting & monitoring														
Mortgage & Sewer Bill Assistance														
Assess needs/timing/capacity; proposal planning with RPC				*										
Agreement coordination with UCSD				*										
Agreement coordination with SVPWD				*										
Agreement coordination with Mahomet				*										
Nonprofit Organization Assistance														
Coordinate agreement with Immigrant Service Orgs.				*										
Premium Pay														
Determine & distribute premium pay allocations														
Rural Water Project Assistance														
Discuss water district projects/allocations				*										
Small Business Assistance														
Assess needs/timing/capacity with RPC, EDC, Chambers, etc.				*										

SLFRF Compliance Report - SLT-4855 - P&E Report - 2021

Report Period : March - December 2021

Recipient Profile

Recipient Information

Recipient DUNS	961922478
Recipient DUNS (+4)	
Recipient TIN	376006910
Recipient Legal Entity Name	Champaign County, Illinois
Recipient Type	
FAIN	
CFDA No./Assistance Listing	
Recipient Address	1776 E Washington St.
Recipient Address 2	
Recipient Address 3	
Recipient City	Urbana
Recipient State/Territory	IL
Recipient Zip5	61802-4581
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents which received more than \$10 million in SLFRF funding
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Administration

Project Identification Number	2021001
Project Expenditure Category	7-Administrative and Other
Project Expenditure Subcategory	7.1-Administrative Expenses
Total Obligations	\$600,965.00
Total Expenditures	\$21,712.00
Project Description	Administration of ARPA funds.

Project Name: Mental Health Services

Project Identification Number	2021002
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.10-Mental Health Services
Total Obligations	\$770,436.00
Total Expenditures	\$255,132.00
Project Description	The Champaign County Mental Health Board is utilizing ARPA funding to expand grant funding for local agencies providing mental health and substance abuse disorder treatment services to individuals and families in Champaign County, in response to the pandemic. The ARPA funding allows local agencies to expand their programs to continue to strive to meet the growing need for these services in Champaign County.

Subrecipients

Subrecipient Name: Champaign County Regional Planning Commission

DUNS	097322861
DUNS (+4)	
TIN	
Type	
POC Email Address	
Address Line 1	1776 E. Washington St.
Address Line 2	
Address Line 3	
City	Urbana
State	IL
Zip	61802
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: First Followers

DUNS	114775778
DUNS (+4)	
TIN	
Type	
POC Email Address	
Address Line 1	PO Box 8923
Address Line 2	
Address Line 3	
City	Champaign
State	IL
Zip	61826
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Rosecrance Central Illinois

DUNS	074587932
DUNS (+4)	
TIN	
Type	
POC Email Address	

Address Line 1	2302 Moreland Blvd
Address Line 2	
Address Line 3	
City	Champaign
State	IL
Zip	61821
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: The Well Experience

DUNS	081258887
DUNS (+4)	
TIN	
Type	
POC Email Address	
Address Line 1	1803 Philo Rd.
Address Line 2	
Address Line 3	
City	Urbana
State	IL
Zip	61802
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Champaign County Health Care Consumers

DUNS	168876209
DUNS (+4)	
TIN	
Type	
POC Email Address	
Address Line 1	44 E. Main St. Suite 208
Address Line 2	
Address Line 3	
City	Champaign
State	IL
Zip	61820
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: DREAAM House

DUNS	080291408
DUNS (+4)	
TIN	
Type	
POC Email Address	
Address Line 1	P.O. Box 11
Address Line 2	
Address Line 3	
City	Champaign
State	IL
Zip	61824
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Women in Need Recovery

DUNS	081474054
DUNS (+4)	
TIN	
Type	
POC Email Address	
Address Line 1	600 N. Neil St. Unit 956
Address Line 2	
Address Line 3	
City	Champaign
State	IL
Zip	61824
Zip+4	
Is the Recipient Registered in SAM.Gov?	Yes

Subawards

Subaward No: 2021001A

Subaward Type	Transfer: Reimbursable
Subaward Obligation	\$600,965.00
Subaward Date	6/25/2021
Place of Performance Address 1	1776 E. Washington St.
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Urbana
Place of Performance State	IL
Place of Performance Zip	61802
Place of Performance Zip+4	
Description	Administration of ARPA funds.
Subrecipient	Champaign County Regional Planning Commission
Period of Performance Start	7/1/2021
Period of Performance End	12/31/2026

Subaward No: 2021002A

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$207,948.00
Subaward Date	6/24/2021
Place of Performance Address 1	1776 E. Washington St.
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Urbana
Place of Performance State	IL
Place of Performance Zip	61802
Place of Performance Zip+4	
Description	Expansion of case management/law enforcement collaboration in the Rantoul and Champaign County areas, in response to increased crisis calls during the pandemic.
Subrecipient	Champaign County Regional Planning Commission
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Subaward No: 2021002C

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$95,000.00

Subaward Date	6/24/2021
Place of Performance Address 1	314 Cottage Court
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Champaign
Place of Performance State	IL
Place of Performance Zip	61820
Place of Performance Zip+4	
Description	Provision of peer mentoring, workforce development, anti-stigma, family support, and trauma-informed care for individuals impacted directly by criminal justice involvement, which has increased during the pandemic.
Subrecipient	First Followers
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Subaward No: 2021002D

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$60,000.00
Subaward Date	6/24/2021
Place of Performance Address 1	2302 Moreland Blvd.
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Champaign
Place of Performance State	IL
Place of Performance Zip	61822
Place of Performance Zip+4	
Description	Provision of substance abuse prevention education for youth, whose mental health and substance use risks have increased during the pandemic.
Subrecipient	Rosecrance Central Illinois
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Subaward No: 2021002E

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$80,000.00
Subaward Date	6/24/2021
Place of Performance Address 1	1803 Philo Rd.
Place of Performance Address 2	
Place of Performance Address 3	

Place of Performance City	Urbana
Place of Performance State	IL
Place of Performance Zip	61802
Place of Performance Zip+4	
Description	Provision of wraparound, crisis management, mental health and group program services focused on African American girls, women, and families most impacted by the pandemic's health and economic impacts and community violence.
Subrecipient	The Well Experience
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Subward No: 2021002F

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$71,500.00
Subaward Date	6/24/2021
Place of Performance Address 1	44 E. Main St. #208
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Champaign
Place of Performance State	IL
Place of Performance Zip	61820
Place of Performance Zip+4	
Description	Assistance, coordination, support, and advocacy in helping individuals with disability services, which has seen an increase during the pandemic.
Subrecipient	Champaign County Health Care Consumers
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Subward No: 2021002G

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$100,000.00
Subaward Date	6/24/2021
Place of Performance Address 1	302 W. Church
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Champaign
Place of Performance State	IL
Place of Performance Zip	61820
Place of Performance Zip+4	

Description	Youth development program that expands in-demand academic support and social-emotional development programming focused on children and their parents most greatly impacted by the pandemic's health and economic impacts and community violence.
Subrecipient	DREAAM House
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Subaward No: 2021002H

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$69,488.00
Subaward Date	6/24/2021
Place of Performance Address 1	600 N. Neil St. Unit 956
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Champaign
Place of Performance State	IL
Place of Performance Zip	61824
Place of Performance Zip+4	
Description	Provision of gender-responsive, trauma-informed, health-promoting case management and services for women and LGBTQ2+ who struggle with substance abuse disorder or co-occurring diagnosis, as an alternative to incarceration upon reentry, which has become more needed during the pandemic.
Subrecipient	Women in Need Recovery
Period of Performance Start	7/1/2021
Period of Performance End	6/30/2022

Expenditures

Aggregate Expenditures more than \$50,000

Expenditure: EN-00081516

Project Name	Administration
Subaward ID	SUB-0044036
Subaward No	2021001A
Subaward Type	Transfer: Reimbursable
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$21,712.00
Expenditure Category	

Expenditure: EN-00081462

Project Name	Mental Health Services
Subaward ID	SUB-0045238
Subaward No	2021002C
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$47,496.00
Expenditure Category	

Expenditure: EN-00081471

Project Name	Mental Health Services
Subaward ID	SUB-0045303
Subaward No	2021002E
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$14,683.00
Expenditure Category	

Expenditure: EN-00081443

Project Name	Mental Health Services
Subaward ID	SUB-0044136
Subaward No	2021002A
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$58,962.00
Expenditure Category	

Expenditure: EN-00081468

Project Name	Mental Health Services
Subaward ID	SUB-0045261
Subaward No	2021002D
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$30,000.00
Expenditure Category	

Expenditure: EN-00081481

Project Name	Mental Health Services
Subaward ID	SUB-0045306
Subaward No	2021002F
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2022
Expenditure Amount	\$11,054.00
Expenditure Category	

Expenditure: EN-00081486

Project Name	Mental Health Services
Subaward ID	SUB-0045572

Subaward No	2021002G
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$18,902.00
Expenditure Category	

Expenditure: EN-00081491

Project Name	Mental Health Services
Subaward ID	SUB-0046351
Subaward No	2021002H
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	
Expenditure Start	7/1/2021
Expenditure End	12/31/2021
Expenditure Amount	\$33,891.00
Expenditure Category	

Aggregate Disbursements less than \$50,000

Expenditure: EN-00081451

Project Name	Mental Health Services
Expenditure Category	
Subaward Type (Aggregates)	Aggregate of Grants Awarded
Total Quarterly Expenditure Amount	\$40,144.00
Total Quarterly Obligation Amount	\$86,500.00

Report

Federal Financial Reporting

Base Year General Revenue	
Fiscal Year End Date	
Growth Adjustment Used	
Actual General Revenue as of 12 months ended December 31, 2020	
Estimated Revenue Loss Due to Covid-19 Public Health Emergency as of December 31, 2020	\$0.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Funds have not yet been allocated under revenue replacement.

Certification

Name	Kathy Larson
Telephone	2178194101
Title	ARPA Project Manager
Email	klarson@ccrpc.org
Submission Date	1/31/2022