# **Committee of the Whole**

# June 9, 2015 Handouts

- 1. Item VIII C3 Red-line Version of Settlement Agreement Between the United States of America and Champaign County, Illinois Under the Americans with Disabilities Act
- 2. Item VIII E1- Strategic Plan Update
- 3. Item IX H1-2 General Corporate 2015 Budget Projection and Budget Change Reports

#### SETTLEMENT AGREEMENT BETWEEN

#### THE UNITED STATES OF AMERICA

#### AND

#### CHAMPAIGN COUNTY, ILLINOIS

#### UNDER THE AMERICANS WITH DISABILITIES ACT

#### DJ 204-24-116

#### I. BACKGROUND

#### A. SCOPE OF THE INVESTIGATION

The United States initiated this matter as a compliance review of Champaign County, Illinois (Champaign County), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the United States Department of Justice's implementing regulation, 28 C.F.R. Part 35. Because Champaign County receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department of Justice's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The Disability Rights Section of the Department of Justice's Civil Rights Division conducted this review of Champaign County's compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department of Justice's title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested people of their rights and Champaign County's obligations under title II and the Department of Justice's regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out Champaign County's ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149-.150, by:

The United States conducted a program access review of the following polling places: Carpenter's Local No. 44, Douglas Center Annex, Edge-Scott Fire Department, Garden Hills Jericho Missionary Baptist Church, Illinois Employment and Training Center, Pennsylvania Avenue Baptist Church, Spalding Recreation Building, Urbana City Building, Ivesdale Fire Station, Sadorus Village Hall, Tolono Town Hall, Tolono West Fire Station, Colfax Town Hall, Urbana-Champaign Friends Quaker Meetinghouse, and Pesotum Community Building. This review was limited to the areas of the facilities used by the voting public: parking, the route from the parking area to the area used for voting, and the area used for voting.

The United States conducted a program access review of the following Head Start facilities: Champaign Early Childhood Center, Rantoul Head Start, Savoy Head Start, and Urbana Head Start.

The United States reviewed Champaign County's emergency management and disaster prevention policies and Champaign County's sidewalk maintenance policies to evaluate whether people with disabilities have an equal opportunity to utilize these programs.

The United States reviewed Champaign County Sheriff's Department's policies and procedures regarding providing effective communication to people who are deaf or hard of hearing.

#### **B. JURISDICTION**

- 1. The ADA applies to Champaign County because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
- 2. The United States is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of Champaign County with title II of the ADA and the Department of Justice's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA.
- 3. The United States is authorized under 28 C.F.R. Part 42, Subpart G, to determine Champaign County's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-.110, to suspend or terminate financial assistance to Champaign County provided by the Department of Justice should the United States fail to secure voluntary compliance pursuant to Subpart G or should the United States bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
- 4. The parties to this Agreement are the United States of America and Champaign County, Illinois.

### III. REMEDIAL ACTION

# **A. NOTIFICATION**

- 9. Within two (2) months of the effective date of this Agreement, Champaign County will adopt the attached Notice under the ADA, Attachment A (Notice); distribute it to all its agency heads; publish the Notice in a local newspaper of general circulation serving Champaign County; post the Notice on its Internet Home Page; and post the Notice in conspicuous locations in its public buildings. It will refresh each posted Notice, and update the contact information contained on each Notice, as necessary, during the term of this Agreement. Champaign County will provide the Notice to any person upon request.
- 10. Within three (3) months of the effective date of this Agreement, and annually thereafter, Champaign County will implement and send the United States its written procedures to inform interested people with disabilities of the existence and location of Champaign County's accessible programs, services, and activities.

### **B. ADA COORDINATOR**

11. Within three (3) months of the effective date of this Agreement, Champaign County will appoint or hire one or more ADA Coordinators. The ADA Coordinator(s) will coordinate Champaign County's effort to comply with and carry out its responsibilities under the ADA, including any investigation of ADA-related complaints. Champaign County will make available to all interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s). Champaign County will maintain the ADA Coordinator(s) for the term of this Agreement. If Champaign County changes who it appoints as ADA Coordinator(s), it will notify the United States in writing, and update the name and contact information anywhere it appears, within one (1) day of making such a change.

# C. INDEPENDENT LICENSED ARCHITECT

12. Within three (3) months of the effective date of this Agreement, Champaign County will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA and the Rehabilitation Act. The ILA must act independently to certify whether any alterations, additions, or modifications made by Champaign County during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Champaign County will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. Champaign County will compensate this ILA without regard to the outcome.

- 19. Within three (3) months of the effective date of this Agreement, Champaign County will develop written procedures for answering 911 calls that include training all call takers to use a TTY or computer equivalent to take 911 calls, to recognize a "silent" open line as a potential TTY call and respond by analog TTY or computer equivalent, and to ensure that TTY calls are answered as quickly as other calls received. Champaign County will monitor its incoming 911 TTY calls to ensure it answers them as quickly and accurately as other calls received, and will send the written procedures and details of the monitoring to the United States, or will provide sufficient evidence that its computerized system ensures that TTY calls are answered as quickly as other calls received.
- 20. Within three (3) months of the effective date of this Agreement, Champaign County will incorporate correct TTY call taking procedures into 911 call takers' performance evaluations.

# G.F. LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

- 21.18. Within three (3) months of the effective date of this Agreement, Champaign County will implement Champaign County Sheriff's Office's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing, Attachment C, and distribute to all Champaign County Sheriff's officers the Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing, Attachment D.
- 22.19. Within three (3) months of the effective date of this Agreement, Champaign County will hire or contract with local qualified oral and sign language interpreters to be available twenty-four hours every day to its Champaign County Sheriff's Office.
- 23.20. Within three (3) months of the effective date of this Agreement, Champaign County will equip each Champaign County Sheriff's Office station and each Champaign County Correction Center and Satellite Jail with a sufficient number of working TTYs and videophones, but no fewer than one (1) of each, to enable people who are deaf, hard of hearing, or who have speech impairments to make telephone calls of the same frequency and with the same availability as those people who do not use TTYs or videophones. Where telephone calls are time-limited, Champaign County will adopt policies permitting a longer period of time for individuals using a TTY, videophone, or relay service due to the slower nature of these communications as compared to voice communications. If any person who is deaf, hard of hearing, or who has a speech impairment prefers a different method of communication, such as a captioned telephone or computer, Champaign County will make reasonable efforts to provide the communication device requested.

- 26.22. Before designating any new polling place, including a program that is accessible to persons who use wheelchairs and persons who are blind or have other vision disabilities. 42 U.S.C. § 12132. Champaign County will survey the polling place using the survey instrument at Attachment Fis required by the ADA to select facilities in which to determine whether it has barriers to access by peopleprovide its voting programs, services, or activities in a manner that does not have the effect of excluding individuals with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, or voting area. If Champaign County finds any barriers, Champaign County will not use the polling place until all barriers have been remedied.from, denying them the benefits of, or otherwise subjecting them to discrimination. 28 C.F.R. § 35.130(b)(4).
- 23. Champaign County will maintain in operable working condition on Election Day those features of facilities and equipment (including both permanent equipment such as lifts and elevators and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make each polling place accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then Champaign County must relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 29 of this Agreement.
- 27.24. The United States surveyed some of Champaign County's polling places. Barriers to access at polling places owned during its investigation. For all locations used by Champaign County and the dates by whichas a polling place, Champaign County will remove barriers are listed in Attachments I, J, and K. ensure that the polling place is accessible on Election Day, through the use of temporary or other measures.
- 25. Barriers to access that can be remedied temporarily on Election Day at surveyed polling places not owned by Champaign County are listed in Attachment E. Within one (1) month of the effective date of this AgreementFor those polling places listed in Attachment E, Champaign County will request in writing that each of the polling place owners and operators listed in Attachment E remove the listed barriers to access for people with disabilities within nine (9) months of the effective date of this Agreement. be able to continue to use the polling place only if Champaign County will provide a copy of the Department of Justice's ADA Checklist for Polling Places (www.ada.gov/votingck.htm) with its written requests. implements temporary remedies to make the polling place accessible on Election Day.
- 28.26. Champaign County will simultaneously send courtesy copies of the requests to the United Statesagrees that the following temporary measures are reasonable and will be implemented where necessary to make an otherwise inaccessible polling place temporarily accessible on Election Day. The list of measures is not exhaustive; the Parties may agree to implement other, reasonable temporary measures.

- 30.28. Within six (6) months of the effective date of this Agreement, using the survey instrument at Attachment F, the ILA hired by Champaign County will survey all polling places not surveyed by the United States to identify barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, and voting area. For each surveyed polling place that the ILA determines is not accessible, Champaign County will then either (1) remove all barriers to access by people with disabilities and have the ILA confirm this to the United States or (2) identify an alternate polling place with no barriers to access by people with disabilities and comply with paragraph 26 in doing so. in Champaign County will then take immediate steps to change each new inaccessible polling place to an alternative accessible location. Champaign County will remove barriers at each polling place the United States did not surveyowned or operated polling places, and have the ILA confirm this work has been completed to the United States, (2) provide temporary remedies at polling places not owned or substitute an alternative operated by Champaign County such that the polling place is temporarily accessible polling place before on Election Day, or (3) designate an alternate polling place that is accessible or can be made temporarily accessible on Election Day using the next election occurring nine (9) months or later after the effective dateprocedure in Paragraph 29 of this Agreement.
  - After the Effective Date of this Agreement, Champaign County must select accessible locations for polling places. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4). Before Champaign County's selection of a location as a polling place, Champaign County will review each newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made temporarily accessible on Election Day through the use of the remedial measures provided for in Paragraph 26
  - 31. Until all polling places in each precinct or voting district have accessible parking, accessible routes to the accessible entrance, accessible entrances, accessible interior routes to the voting area, and an accessible voting area, prior to each election, Champaign County will identify and widely publicize to the public, people with disabilities, and organizations serving people with disabilities the most accessible polling place(s) in each precinet and voting district.
  - 32. Within three (3) months of the effective date of this Agreement, Champaign County will provide Election Day balloting for voters with disabilities whose assigned polling place has accessibility barriers. The method for providing these opportunities may include implementing temporary remedies to make the polling place accessible on election day, allowing the individual to vote at another nearby accessible polling place, to vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), to vote curbside at the inaccessible polling place, or to vote by any other method that affords the same degree of information as is available to others.

# J.I. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

- 36.34. Champaign County's Emergency Operations Plan (EOP) must comply with the ADA. Champaign County will use Chapter 7 of the Department of Justice's ADA Best Practices Tool Kit for State and Local Government (ADA Tool Kit) to address ADA obligations of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding.
- 37.35. Within sixty (60) days of the effective date of this Agreement, Champaign County will incorporate the provisions of Chapter 7 of the *ADA Tool Kit* into its EOP and provide a copy (including supporting documents) to the United States.

<u>38.36.</u> Champaign County's EOP will include the following:

- a. procedures to solicit, receive, and use input from people with a variety of disabilities on its emergency management plan (preparation, notification, response, and clean-up);
- b. community evacuation plans to enable people who have mobility disabilities, are blind or have low vision, are deaf or hard of hearing, have cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others.
- c. if its emergency warning system uses sirens or other audible alerts, then procedures to effectively inform people who are deaf or hard of hearing of an impending disaster.
- d. a requirement that emergency shelters have a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Access to back-up power and refrigeration at such shelters will be made available to people whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying people of the location of such shelters.
- e. procedures ensuring that people who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not segregate people who use service animals from others but may take into account the potential presence of people who, for safety or health reasons, should not be in contact with certain types of animals.

# L.J. SIDEWALKS

- 43.37. Within three (3) months of the effective date of this Agreement, Champaign County will implement and report to the ILA and the United States its written process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations.
- 44.<u>38.</u> Within three (3) months of the effective date of this Agreement, Champaign County will identify and report to the ILA and the United States: (1) a plan for identifying all streets, roads, and highways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and highways that have been constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within three (3) years.
- 45.39. Within three (3) years of the effective date of this Agreement, Champaign County will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all intersections of the streets, roads, and highways constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway.

Date of Construction or Alteration	Applicable Standards		
Before September 15, 2010	1991 ADA Standards or UFAS		
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards		
On or after March 15, 2012	2010 ADA Standards		

- 40. Annually, the ILA will confirm to the United States that Champaign County has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.
- 46. Annually, the ILA will confirm to the United States that Champaign County has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.
- 47.41. Immediately upon the effective date of this Agreement, Champaign County will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a street, road, or highway is constructed or altered. Annually, the

# M.K. WEB-BASED SERVICES AND PROGRAMS

52.46. Within one (1) month of the effective date of this Agreement, Champaign County will:

- a. Designate an employee as the web accessibility coordinator for Champaign County who will be responsible for coordinating Champaign County's compliance with the requirements of Section <u>MK</u> of this Agreement. The web accessibility coordinator <u>shallwill</u> have experience with the requirements of Title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and
- b. Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 to evaluate Champaign County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shallwill be responsible for the annual website accessibility evaluation. Champaign County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Champaign County will compensate this independent consultant without regard to the outcome.
- 53.47. Within two (2) months of the effective date of this Agreement, and annually thereafter, Champaign County will:
  - a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at www.w3.org/TR/WCAG;
  - b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
  - c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, Title II of the ADA, and the terms of this Agreement;

# 54.

a. Incorporate provisions ensuring that all of Champaign County's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service; public to apply for, gain access to, or participate in Champaign County's services, programs, or activities; and

- iii.Conventional electronic documents (*i.e.*, PDF, word processor,<br/>presentation, spreadsheet, and database file formats) or any other<br/>submissions by a third party in connection with an administrative, judicial,<br/>or legal proceeding that are available on Champaign County's websites;<br/>and
- b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

# N.L. NEW CONSTRUCTION, ALTERATIONS,

# AND PHYSICAL CHANGES TO FACILITIES

- 57.49. Any construction or alterations to Champaign County buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
- 58.50. The parts of a Champaign County facility that do not comply with the 2010 ADA Standards (or the 1991 ADA Standards, as applicable), as listed in Attachments I, J, K, and L, prevents people with disabilities from fully and equally enjoying Champaign County's services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149-35.151.
- 59.51. All architectural changes by Champaign County or on its behalf made on or after March 15, 2012, must comply with the 2010 ADA Standards.
- 60.52. In the event that Champaign County has already undertaken an alteration, addition, or other modification to any element identified in Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, Champaign County will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 5967 below summarizing the actions taken and providing evidence establishing each individual element's compliance with the applicable architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Date of Construction or Alteration	Applicable Standards			
Before September 15, 2010	1991 ADA Standards or UFAS			

#### **O.M.** PROGRAM MODIFICATIONS

66.58. Access to Programs Housed in Others' Facilities: In order to ensure that Champaign County's programs, services, and activities that are the subject of this Agreement and that are operated by Champaign County at facilities owned or controlled by other entities, when viewed in their entirety, are readily accessible to and usable by people with mobility impairments, Champaign County will take the actions listed in Attachments L and M.

### P. PROGRAMS FOR VICTIMS OF DOMESTIC VIOLENCE AND ABUSE

- 67. If Champaign County owns or operates any programs that provide shelter, counseling, or other assistance or supportive services to victims of domestic violence or abuse and their families (hereafter referred to as Domestic Violence Programs), within six (6) months of the effective date of this Agreement, it will do the following:
  - a. Whatever written information is provided regarding its Domestic Violence Programs will also be provided in alternate formats, including Braille, large print, audio recording, and electronic formats (e.g., HTML), upon request.
  - b. Champaign County shall enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with people who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with people who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.
  - a. If Champaign County's Domestic Violence Programs operate a hotline to take telephonecalls of an emergency nature, Champaign County shall ensure that it provides equivalent service for people who use TTYs, including providing direct connection service for TTYusers with hotline operators, without requiring TTY users to call through a third partyoperator, such as through the state or local Telecommunication Relay Services. Champaign County will obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure effective communication by hotline staff

- e. Champaign County shall implement written procedures to ensure that reasonable modifications are made to Champaign County's Domestic Violence Programs when necessary for a client or family member with a disability to participate in such programs, unless doing so would fundamentally alter the nature of the program.
- f. Champaign County shall implement written policies to ensure that despite any "drugfree" policy of Champaign County's Domestic Violence Programs, people with disabilities who use medication prescribed for their use are able to continue using suchmedication while participating in such programs or being housed in a shelter.
- I. If Champaign County contracts with another entity to provide Domestic Violence Programs, it will ensure that the other entity complies with the preceding provisions on its behalf. If that entity will not comply with the preceding provisions, Champaign County will nonetheless take all necessary steps to ensure that its program is accessible to people with disabilities.
- 2. Some of Champaign County's shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or remove barriers to accessibility-under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
- This Agreement shall not be construed to require Champaign County to divulgeconfidential information relating to the location or existence of any Domestic Violence Programs, beyond what is otherwise required by applicable law or what is necessary forthe Department to effectively enforce this Agreement.

# IV. MISCELLANEOUS PROVISIONS

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2.59. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Champaign County will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include reports with certifications from the ILA, photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things.

- 11.68. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party will be enforceable. This Agreement does not remedy any other potential violations of the ADA or other federal law. This Agreement does not relieve Champaign County of its continuing obligation to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.
  - 12.69. This Agreement will remain in effect for three (3) years.
  - <u>13.70.</u> The person signing for Champaign County represents that he or she is authorized to bind Champaign County to this Agreement.
  - 14.71. The effective date of this Agreement is the date of the last signature below.

#### CHAMPAIGN COUNTY BOARD STRATEGIC PLAN

#### VALUES

Diversity Teamwork Responsibility to the Public Justice Quality of Life

#### VISION

Our vision is to be a recognized leader in local government where every official and employee has a personal devotion to excellence in public service and embraces the highest standards of ethics and integrity to serve the citizens of Champaign County.

#### **MISSION**

The Champaign County Board is committed to the citizens of Champaign County by providing services in a cost-effective and responsible manner; which services are required by state and federal mandates, and additional services as prioritized by the County Board in response to local and community priorities.

#### **DEFINING OUR VALUES**

#### DIVERSITY

- Appreciation of the diverse culture within our community
- Strive for a workforce reflective of the community
- Equal and inclusive access to services and programs

#### **TEAMWORK**

- Intra-governmental cooperation
- Inter-governmental cooperation
- Legislative advocacy
- Collaboration to achieve goals
- Civility and cooperation among the County Board

#### **RESPONSIBILITY TO THE PUBLIC**

- Fiscal solvency
- Transparency
- Efficient and friendly delivery of services
- Ethical behavior
- Adaptive thinking
- Long-term planning

# CHAMPAIGN COUNTY BOARD STRATEGIC PLAN

# JUSTICE

- Equal access to civil and criminal justice services
- Place value on public safety and individuals' rights
- Encourage effective communication among public safety/criminal justice system providers
- Prevention of recidivism
- Manage safe and secure detention facilities

# QUALITY OF LIFE

- Value broad range of quality education
- Manage and encourage delivery of quality and effective health care services
- Effectively manage real estate tax cycle
- Support of local business community
- Promote effective economic development
- Management of natural resources
- Provide transportation options and safe, long-lasting infrastructure

# **GOALS**

# GOAL 1 – Champaign County is committed to being a High Performing, Open, and Transparent Local Government Organization

# **County Board Initiatives:**

- Develop strategies for declining state support
- Replace the County's financial software system
- Move commodity information technology systems to cloud services to allow IT staff to focus on County systems, buying services when appropriate
- Develop a the list of core, mandated services provided by the County
- Develop strategies for retention and continuity in county leadership roles and specifically the County Administrator

# GOAL 2 – Champaign County Maintains High Quality Public Facilities and Highways and Provides a Safe Rural Transportation System and Infrastructure

# County Board Initiatives:

- Complete an assessment of County facilities
- Develop a long range facilities master plan
- Address the immediate needs of County facilities and particularly ADA requirements
- Explore alternative sources of revenue for facilities maintenance and new facilities

# CHAMPAIGN COUNTY BOARD STRATEGIC PLAN

# GOAL 3 - Champaign County Promotes a Safe, Just, and Healthy Community

#### **County Board Initiatives:**

- Address the sustainability and viability of the Champaign County Nursing with a long term strategy
- Work with local partners in the establishment of an adult assessment center
- Establish a system of review for County ordinances, resolutions, and plans, such as disaster plans
- Establish a review of County departments, boards, and commissions to ensure they meet and respond to current needs

# GOAL 4 – Champaign County is a County that Supports Balanced, Planned Growth to Balance Economic Growth with Preservation of Our Natural Resources

#### **County Board Initiatives:**

- Ensure that all new programs have a model that sustains them past startup
- Seek more intergovernmental cooperation in planning in land use and fringe areas
- Develop energy reduction plans for both conservation and cost savings

	2 <sub>4</sub> -	FY2014 Total			Projected		\$ Difference to
	FY2014 - YTD	(13 month	FY2015 - YTD	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	% to be	Projected \$\$ to	Original
May	05-31-14	budget)	05-31-15	FY2015 Budget	Received	be Received	Budget
Property Taxes	\$2,087,505	\$8,969,425	\$1,988,749		100.00%	\$9,641,093	\$0
Back Taxes	\$0	\$3,628	\$0		100.00%	\$8,000	\$0
Mobile Home Tax	\$0	\$8,697	\$0	\$9,000	100.00%	\$9,000	\$0
Payment in Lieu of Tax	\$0	\$6,415	\$0	\$5,000	100.00%	\$5,000	\$0
Hotel Motel Tax	\$12,488	\$33,742	\$8,536	\$28,500	80.92%	\$23,063.13	-\$5,437
Auto Rental Tax	\$8,225	\$34,849	\$7,335	\$32,000	97.12%	\$31,078.97	-\$921
Penalties on Taxes	\$12,723	\$572,623	\$23,999	\$671,000	87.55%	\$587,493.00	-\$83,507
Business Licenses & Permits	\$18,653	\$41,699	\$27,720	\$36,500	100.00%	\$36,500	\$0
Non-Business Licenses & Permits	\$446,742	\$1,434,482	\$397,142	\$1,250,960	101.94%	\$1,275,215	\$24,255
Federal Grants	\$103,255	\$373,965	\$57,126	\$369,570	100.00%	\$369,570	\$0
State Grants	\$74,684	\$187,777	\$54,348	\$186,211	100.00%	\$186,211	\$0
Corporate Personal Property Replacement Tax	\$473,680	\$860,306	\$519,604	\$1,019,530	92.56%	\$943,714.26	-\$75,816
1% Sales Tax	\$428,615	\$1,445,354	\$248,564	\$1,519,211	74.01%	\$1,124,419.25	-\$394,792
1/4% Sales Tax	\$1,714,028	\$5,914,534	\$1,306,982	\$5,522,911	97.52%	\$5,385,819	-\$137,092
Use Tax	\$195,145	\$665,573	\$170,479	\$594,618	101.71%	\$604,782.11	\$10,164
State Reimbursement	\$814,195	\$1,592,133	\$1,080,065	\$1,967,998	100.00%	\$1,967,998	\$0
ILETSB Police Training Reimbursement	\$0	\$6,091	\$0	\$0	0.00%	\$0	\$0
State Salary Reimbursement	\$118,018	\$336,790	\$105,941	\$315,139	100.00%	\$315,139	\$0
State Revenue Salary Stipends	\$13,000	\$45,500	\$14,358	\$42,000	100.00%	\$42,000	\$0
Income Tax	\$790,492	\$3,088,217	\$825,797	\$3,271,228	98.66%	\$3,227,291	-\$43,937
Charitable Games License/Tax	\$20,154	\$55,277	\$21,584	\$45,000	113.39%	\$51,025	\$6,025
Off-Track Betting	\$13,044	\$36,814	\$10,136	\$44,500	83.15%	\$37,000	-\$7,500
Local Government Revenue	\$237,375	\$629,452	\$140,600	\$602,061	100.00%	\$602,061	\$0
Local Government Reimbursement	\$194,235	\$617,996	\$177,506	\$620,561	100.00%	\$620,561	\$0
General Government - Fees	\$1,523,840	\$4,281,394	\$1,395,457	\$4,358,156	91.60%	\$3,992,261	-\$365,895
Fines	\$464,229	\$1,079,320	\$347,421	\$1,019,075	106.74%	\$1,087,794.00	\$68,719
Forfeitures	\$5,398	\$23,140	\$0	\$18,000	100.00%	\$18,000	\$0
Interest Earnings	\$2,095	\$8,140	\$835	\$9,150	87.43%	\$8,000	-\$1,150
Rents & Royalties	\$227,649	\$1,234,197	\$271,868	\$1,020,078	100.00%	\$1,020,078	the second state of the se
Gifts & Donations	\$24,514	\$34,164	\$90,679	\$96,103	100.00%	\$96,103	\$0
Sale of Fixed Assets	\$0	\$8,535	\$0	\$0	0.00%		\$8,500
Miscellaneous Revenue	\$61,112	\$323,569	\$63,874		101.44%		\$1,745
Interfund Transfers	\$254,855	\$871,906	\$217,012		100.00%	\$801,669	
Interfund Reimbursements	\$3,830	\$374,511	\$2,365	the second se	100.00%	\$424,823	and the second s
TOTAL	\$10,343,777	\$35,200,215	\$9,576,081	\$35,670,697	98.51%		

		FY2014 Total -			Projected		\$ Difference
	FY2014 YTD	13 Month	FY2015 - YTD		% to be	Projected \$\$ to	to Original
May	05-31-14	Budget	05-31-14	FY2015 Budget	Spent	be Spent	Budget
PERSONNEL							
Regular Salaries & Wages	\$5,817,650	\$15,167,038	\$5,754,308	\$14,735,764	99.92%	\$14,724,259	-\$11,505
SLEP Salaries	\$2,764,724	\$7,145,960	\$2,508,695	\$6,731,059	95.37%	\$6,419,309	-\$311,750
SLEP Overtime	\$174,255	\$571,914	\$148,567	\$453,134	83.90%	\$380,157	-\$72,977
Fringe Benefits	\$1,392,400	\$3,042,708	\$1,177,009	\$2,961,684	95.38%	\$2,824,821	-\$136,863
COMMODITIES			N. 6			4	
Postage	\$138,731	\$241,637	\$46,441	\$247,175	91.40%	\$225,923	-\$21,252
Purchase Document Stamps	\$160,000	\$920,000	\$320,000	\$765,000	120.92%	\$925,000	\$160,000
Gasoline & Oil	\$95,909	\$246,266	\$48,462	\$199,750	77.87%	\$155,545.23	-\$44,205
All Other Comnmodities	\$252,579	\$785,924.89	\$278,279	\$872,345	83.74%	\$730,469	-\$141,876
SERVICES	,						
Gas Service	\$282,933	\$469,933.48	\$146,016	\$386,011	78.54%	\$303,154.11	-\$82,857
Electric Service	\$238,275	\$814,835	\$202,860	\$830,000	96.44%	\$800,452.74	-\$29,547
Medical Services	\$347,663	\$850,078.72	\$289,346	\$832,841	98.02%	\$816,329.33	-\$16,512
All Other Services	\$1,400,715	\$4,514,182	\$1,660,672	\$4,939,070	99.00%	\$4,889,679	-\$49,391
CAPITAL				к. 4	•		
Vehicles	\$0	\$248,960	\$0	\$282,325	100.00%	\$282,325	\$0
All Other Capital	\$9,502	\$24,903	\$9,000	\$27,785	100.00%	\$27,785	\$0
TRANSFERS							
To Capital Improvement Fund	\$0	\$778,662	\$0	\$765,305	100.00%	\$765,305	\$0
To All Other Funds	\$0			\$197,144	100.00%	\$197,144	
DEBT REPAYMENT	\$427,835	\$961,245	\$22,350	\$552,330	100.00%	\$552,330	\$0
TOTAL	\$13,503,172	\$36,975,602	\$12,659,575	\$35,778,722	97.88%	\$35,019,987	-\$758,735

FUND BALANCE 12/31/14 (unaudited)	\$4,265,182	
BEGINNING FUND BALANCE % OF BUDGET -	11.92%	
	Budgeted	Projected
ADD FY2015 REVENUE	\$35,670,697	\$34,674,059
LESS FY2015 EXPENDITURE	\$35,778,722	\$35,019,987
Revenue to Expenditure Difference	-\$108,025	-\$345,929
FUND BALANCE PROJECTION - End FY2014	\$4,157,157	\$3,919,253
% OF 2014 Expenditure Budget	11.62%	11.19%
	×1	

# **GENERAL CORPORATE FUND - FY2014 BUDGET CHANGE REPORT**

<b>General Corporate Fund Original Budget As</b>	Of:	1/1/2015		
Expenditure		\$35,588,094		
Revenue		\$35,588,094		
Revenue/Expenditure Difference		\$0		
General Corporate Fund Budget As Of:		<u>6/9/201</u>	5	
Expenditure	\$35,778,722	% Inc/Dec	0.54%	Revenue/Exp.

% Inc/Dec

\$35,670,697

(\$108,025)

0.23%

#### **EXPENDITURE CHANGES**

Revenue

Department	Description	Expenditure Change	Revenue Change	Difference	
	Creation of new position -				
Coroner	Deputy County Coroner	\$31,545	\$0	(\$31,545)	
	Increase in Contract Attorney				
Circuit Court	Compensation	\$12,000	\$0	(\$12,000)	
	Re-Encumber funds for				
	computer purchase ordered				
County Clerk	but not received in FY2014	\$6,780	\$0	(\$6,780)	
	Budget Error in Personnel				
Administrative Services	Staffing Budget for FY2015	\$6,596	\$0	(\$6,596)	
	Increase to cover engineering	*			
	& appraisal services for				
Planning & Zoning	property demolition project	\$2,950	\$0	(\$2,950)	
	Re-encumber funds for	Contract, Association Press	NAME AND A		
	projects initiated but not				
	completed in FY2014 at				
Physical Plant	Satellite Jail	\$19,808	\$0	(\$19,808)	
Contraction of the set	Re-encumber funds for		San State		
	equipment ordered in 2014 but	A CARLES AND A CARLES			
Physical Plant	not received until 2015	\$1,318	\$0	(\$1,318)	
	Reappropriate funds unspent		用的正常的高速。		
	in 2014 on Planning contracts	网络马德斯马德尔马德马德斯			
	to cover completion of				
Plannint & Zoning	Contracts in 2015	\$1,428	\$0	(\$1,428)	
	Appropriate funds required for		STATES STRUCT		
	Amendment to IGA regarding	·····································		A Contract State	
	Clinton Landfill Permit				
County Board	Application	\$25,600	\$0	(\$25,600)	
	Howard Buffet Foundation		and the second second	(+=0,000)	
Sheriff	Grant for K-9 Program	\$78,856	\$78,856	\$0	
	Grant for Tracking System for	the provide the least of the provided and the	4.0000		
EMA	Volunteers/Professionals	\$3,747	\$3,747	\$0	
TOTAL		\$190,628	\$82,603	(\$108,025)	
Changes Attrributable to R	locurring Costs	\$53,091	\$0	(\$53,091)	
Unanyes Altribulable to R	couring costs	<i>\$33,091</i>	\$U	(\$55,097)	