



## CHAMPAIGN COUNTY BOARD

### COMMITTEE OF THE WHOLE

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

County of Champaign, Urbana, Illinois

Tuesday, September 13, 2016 – 6:30 p.m.

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

#### Agenda Items

Page #

**I. Call To Order**

**II. Roll Call**

**III. Approval of Agenda/Addenda**

**IV. Approval of Minutes**

A. August 9, 2016 (*to be distributed*)

**V. Public Participation**

**VI. Communications**

**VII. Justice & Social Services**

A. Community Reentry Quarterly Report – June-August 2016

1-12

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

1. Animal Control – June 2016
2. Emergency Management Agency – August 2016
3. Head Start – (*Reports Unavailable Due to RPC Website Issues*)
4. Probation & Court Services – June & July 2016
5. Public Defender – July 2016
6. Veterans’ Assistance Commission – July 2016

C. Other Business

1. Semi-Annual Review of Closed Session Minutes

D. Chair’s Report

**VIII. Finance**

A. Treasurer

1. Monthly Report – August 2016 – Reports are available on the Treasurer’s Webpage at: <http://www.co.champaign.il.us/treasurer/Reports.php>

B. Auditor

1. Monthly Report – August 2016 – Reports are available on the Auditor’s Webpage at: <http://www.co.champaign.il.us/Auditor/countyboardreports.php>

C. Nursing Home Monthly Report (*to be distributed*)

D. Budget Amendments/Transfers

1. Budget Amendment 16-00037  
Fund/Dept. 083 County Highway/060 Highway  
Increased Appropriations: \$350,000  
Increased Revenue: None: from Fund Balance  
Reason: Resolution 9607 Awarding the Purchase of 4 New 2017 Tandem Axle Trucks. \$350,000 from County Highway Fund Balance

13

*Committee of the Whole Agenda  
Finance; Policy, Personnel, & Appointments; Justice & Social Services  
September 13, 2016  
Page 2*

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**Agenda Items**

**Page #**

2. Budget Amendment 16-00039 14  
Fund/Dept. 083 County Highway/060 Highway  
Increased Appropriations: \$50,000  
Increased Revenue: None: from Fund Balance  
Reason: Wall Panel Recoating
  
3. Budget Amendment 16-00040 15  
Fund/Dept. 080 General Corporate/023 Recorder  
Increased Appropriations: \$200,000  
Increased Revenue: \$300,000  
Reason: to Purchase Document Stamps for Increased Real Estate Activity
  
4. Budget Amendment 16-00041 16  
Fund/Dept. 105 Capital Asset Replacement/140 Correctional Center  
Increased Appropriations: \$11,839  
Increased Revenue: \$11,839  
Reason: to Document the Transfer of Funds from 080-140 Budget to Pay Balance of the Cost of a New X-Ray Machine that is not Budgeted in Full in the Capital Fund for 105-140
  
5. Budget Amendment 16-00042 17  
Fund/Dept. 080 General Corporate/075 General County  
Increased Appropriations: \$0  
Increased Revenue: \$483,800  
Reason: Money Received from Ameren as a Construction Fee for an Electric Transmission Line as part of the Illinois Rivers Project
  
6. Budget Transfer 16-00006 18  
Fund/Dept. 619 Tax Sale Automation/026 County Treasurer  
Total Amount: \$3,000  
Reason: for Part-Time Staffer Through the Second Installment Busy Period.
  
- E. Information Technology
  1. Request Approval of Capital Lease for Acquisition of AS400 19-27
  
  2. Budget Amendment 16-00038 28-32  
Fund/Dept. 105 Capital Asset Replacement/028 Information Technology  
Increased Appropriations: \$141,728  
Increased Revenue: \$141, 728  
Reason: Amendment Needed to Record the Acquisition of the AS400 Financed by way of a Capital Lease
  
- F. Children's Advocacy Center
  1. Request Approval of Renewal of Illinois Criminal Justice Information Authority Victims of Crime Act Victim Assistance Grant – July 1, 2016-June 30, 2017 33-88
  
- G. County Administrator
  1. FY2016 General Corporate Fund Projection Report *(to be distributed)*
  2. FY2016 General Corporate Fund Budget Change Report *(to be distributed)*
  3. FY2017 Proposed Levy Rate Chart 89
  4. County Facilities Action Plan Proposal – Revision A - 8/27/2016 *(separate attachment)*

**Agenda Items**

**Page #**

- H. Other Business
  - 1. Semi-Annual Review of Closed Session Minutes
- I. Chair's Report
- J. Designation of Items to be Placed on the Consent Agenda

**IX. Policy, Personnel, & Appointments**

- A. Appointments/Reappointments *\*italicized Name Denotes Incumbent*
  - 1. Edge-Scott Fire Protection District – 1 Unexpired Term Ending 4/30/2017 90  
Applicant:
    - Jeremy Delanty
  - 2. Willow Branch Drainage District – 1 Term 9/1/2016-8/31/2019 91-93  
Applicant:
    - Elizabeth Wagner Plewa
  - 3. Triple Fork Drainage District – 1 Term 9/1/2016-8/31/2019 94  
Applicant:
    - William Wilken
  - 4. St. Joseph Drainage District #3 – 1 Term 9/1/2016-8/31/2019 95  
Applicant:
    - *Michael Hastings*
  - 5. #2 Drainage District Town of Scott – 1 Term 9/1/2016-8/31/2019 96  
Applicant:
    - *Roger Armstrong*
- B. County Clerk
  - 1. June 2016 Report 97
  - 2. July 2016 Report 98
  - 3. Semi-Annual Report 99
  - 4. August 2016 Report 100
  - 5. Changes to Polling Places for 2016 General Election 101-103
- C. County Administrator
  - 1. Administrative Services Monthly Report – June, July, & August 2016 104-115
  - 2. ADA Settlement Agreement Compliance Update 116-123
- D. Other Business
  - 1. Semi-Annual Review of Closed Session Minutes
- E. Chair's Report
- F. Designation of Items to be Placed on the Consent Agenda

**X. Other Business**

**XI. Adjournment**

*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.*

## **Community Reentry Quarterly Report June 2016 – August 2016**

Submitted To:

Mr. Richard Snider  
County Administrator  
Brookens Administrative Center  
1776 E. Washington Street  
Urbana, IL 61802

August 31, 2016

The Reentry Council has held 27 monthly meetings in all, three this quarter.

At the end of August 2016, more than 500 unduplicated individuals have been contacted, 400 unduplicated screenings have been conducted, and 200 unduplicated individuals have engaged in the Reentry Program, since the program's inception in 2014. Case studies follow for four current Reentry Program participants.

In June, Reentry Staff gave Program presentations to the City of Champaign Human Relations Commission and the Urbana Exchange Club. Both audiences voiced support of programming that serves the reentry population.

Development activities for the upcoming Reentry Resource Fair have begun. The Reentry Council stated its support for provision of a Mobile Unit from the Secretary of State's Office, which would provide State IDs onsite at the Fair for individuals with a signed affidavit and their accompanying Parole Agent to confirm individuals' identity. However, the Mobile Unit is simply not available for the event as a result of the ongoing state budget problem.

Rosita Byrd, a Behavioral Health Intern from the University of Illinois' Master of Social Work (MSW) Program is providing support to the Reentry Program by working to further connect to area employers and update the database, utilized to refer Reentry Clients to work opportunities and more meaningful employment within the community.

Despite numerous appeals to the Housing Authority of Champaign County (HACC) to partner with the Program, for the purpose of expanding much needed housing options for the local reentry population, little headway has been made. We remain hopeful that a pilot project may be possible in the future.

In our investigation of public housing policies and city human rights ordinances, it came to the Reentry Council's attention that the City of Champaign's Human Rights Ordinance, as it pertains to housing discrimination, has, since 1994, exempted from non-discrimination protection, in the leasing of residential property, anyone convicted of a

1801 Fox Drive, Champaign IL 61820 217 398 8080  
801 North Walnut Street, Champaign IL 61820 217 373 2430

felony or with a felony drug conviction for the sale, manufacture or distribution of illegal drugs unless the person has lived outside of prison for five consecutive years.

Prior to this 1994 exemption to the City of Champaign's Human Rights Ordinance, Champaign's ordinance was exactly the same as the City of Urbana's ordinance, regarding housing discrimination. The City of Urbana's Human Rights Ordinance does not provide such an exemption from non-discrimination. Further, there is no evidence that the ordinance change has resulted in a reduction of crime in Champaign. In light of this, the Council submitted a letter to Champaign's Human Relation's Office requesting it review the ordinance and its impact on crime rates in Champaign.

Dr. Saijun Zhang, an independent researcher and evaluator at the University of Illinois, is working with staff to analyze available recidivism data for the Program. At the July 2016 Reentry Council meeting, Dr. Zhang provided a data summary outlining the barriers to data analysis that the Program faces, as well as possible reasons for contrasts in the recidivism rates between program participants and those who were contacted and received information about the program, but chose not to engage. The summary is included at the end of this report.

Reentry Program staff is assisting with planning the Champaign County Expungement and Record Sealing Summit that Clerk Blakeman is developing and has scheduled for Saturday, October 22, 2016 at Stone Creek Church in Urbana. The event will provide assistance to individuals who qualify for and are seeking record expungement, sealing or alternative remedies, such as certificates of good conduct or health care waivers. A Resource Fair will be held, from 10am-2pm, in the café of the church, to supplement the primary event. The Resource Fair will function similarly to the Champaign County Reentry Resource Fair that is scheduled for Tuesday, October 11.

Respectfully Submitted By:  
Bruce Barnard and Celeste Blodgett

## Summary: Recidivism Rate Calculation

- **How would the crime recidivism rate be calculated?** To be comparable the recidivism rate should be calculated for a three year period from release. This may require selecting a cohort within a specific period of release for analysis. Not all program participants can be included for the estimation of recidivism rate, because those who enrolled in the program after a specific date would not have enough time for the observation period.
- **How to select a comparison group for program participants in terms of recidivism rate comparison?** There are multiple options, but each may have its strengths and weaknesses.

One possible comparison group is all formerly incarcerated individuals released in the county from 1/1/2014 to 12/31/2014, which is the same period used to select the cohort of program participants to calculate the recidivism rate. A more methodologically rigorous approach is to select a subset of released defendants who have characteristics similar to that of the program participants. “Propensity Score Matching” (PSM) is a statistical method for such a purpose.

A third type of comparison is the comparison over time and across counties. Per the program design, the program staff contacts every newly released individual. Even though many of the contacted individuals do not participate in the program, the contact itself may have a positive impact on them because it indicates concern, support, and potential resources available for them. Comparison between groups which are both affected by the program implementation would not make sense in such a circumstance. One alternative strategy is to use time series analyses to compare the recidivism rate before and after the program implementation time (e.g., 2014). However, such time series comparison may be vulnerable to the change of related policies and other social economic contexts over time. To strengthen such time series comparison, we can additionally use another county with similar social economic contexts as a comparison group, but it requires access to crime record data of other counties, and the similarity between counties may be hard to determine.

- **What are the major barriers in making such comparison?** One issue is that the current county crime record data does not have release date information for formerly incarcerated individuals, which makes it impossible to setup the baseline for follow-up and select a comparison group for program participants. However, the Sheriff’s Office may be able to fix such a data problem. Another issue is that not all of the key program participants’ information (e.g., the combination of name & date of birth) can be matched to that of the county crime records. The latter issue will reduce the number of program participants used for the calculation of recidivism rate and is less critical for the attempted analysis, but some strategies to enhance the data consistency would help maximize data usage.

### Reentry Program Case Studies

**BC** is an African American male in his late 40's. He was in jail, most recently, for approximately three months. Since his release, he has alternated between living with his significant other and his mother. He is participating in MRT, an evidence-based program that addresses recidivism risk factors. BC has diabetes, which has been poorly managed. Through the Reentry Program, BC worked to obtain medical coverage and attend appointments with a primary care provider at Frances Nelson. In addition, BC submitted several job applications, unsuccessfully. After a number of unsuccessful attempts, he worked on interview skills with the Reentry Case Manager, completed a current resume and basic cover letter, and discussed employment applications. Within one month of this work, BC successfully obtained employment. Housing continues to be a concern for BC. Risk-factors, related to substance abuse and strained relationships with family members with whom BC has been living, have kept BC intent on finding housing. With reentry staff assistance, BC was able to find apartments owned by landlords willing to lease to him. However, because he was living with a significant other, his housing situation remains a trigger affecting his reentry plan.

**RG** is an African American male in his early 50's. He was in prison, most recently, for six months. He has lived with his significant other for approximately 15 years; they have a 13 year old daughter together. RG released from prison to Parole, and began working with the Reentry Program in March 2016. RG has a serious history of heroin addiction, but he has worked to address it by participating in programs like NA, spirituality-focused groups, and MRT classes. RG also has mental health needs, including a bipolar diagnosis, and was linked to psychiatric services soon after his release from prison. RG is motivated to work and has worked with the Reentry Case Manager (RCM) to complete his resume, cover letter, and apply to several employment agencies. RG has interviewed for several jobs, but feels that he is ultimately discriminated against based on his criminal background. Still, RG continues to work with the RCM to learn how to most appropriately address his background during an interview.

**DK** is a white female in her early 40's. She was in prison, most recently, for approximately two years for charges related to drug use and repeated DUI's. She has three children. One is grown; the other two are not in her care. DK is estranged from her siblings and has no real family support. She currently resides at Restoration Urban Ministries. DK released from prison in late December 2015, was screened, and engaged in Reentry Program services in January 2016. DK's first couple months working with the Reentry Program were focused on the behavioral health stipulations of her parole orders, including the completion of a substance abuse evaluation, as well as a mental health assessment and anger management evaluation. DK complied with all recommendations and was released from Parole. Through discussion and motivational interviewing, DK eventually overcame her hesitation to see a psychiatrist.

**WJ** is a white male in his late 20's. Most recently, WJ was in prison for six months. WJ was first released to Parole in December 2015, and became active in the Reentry Program soon thereafter. He lives with his grandparents. WJ has been diagnosed with bipolar disorder and depression. Soon after he was released, JW attempted suicide by overdose. The Reentry Case Manager worked to establish a routine with WJ, including immediate psychiatric treatment with doctors at Frances Nelson, in addition to helping WJ with related matters such as medication management, assistance attending his appointments, acting as an advocate to help put WJ's thoughts into words during these appointments, and debriefing with WJ after appointments. WJ reports decreased MH symptoms, and is showing improvement. Through the Reentry Program, WJ obtained employment at a fast food restaurant, and has received assistance in money management and budgeting.

# **The Comparison of Recidivism Rates and Released Individuals' Characteristics Between the Engaged and Information-Only Groups of Reentry Program**

## **Purpose**

The analysis compares recidivism rates of individuals released from incarceration, between those who were engaged in the Reentry Program and those who only received information about the Reentry Program. Furthermore, the analysis compares the characteristics of released individuals between the engaged and information-only groups by examining the breakdown of race, sex, age, and referral sources, which may suggest different recidivism risk for the two groups.

## **Sample**

The sample for the analysis consists of a total of 270 released individuals, including 85 released individuals in the engaged group and 185 released individuals in the information-only group. Because release date is the baseline to calculate the recidivism rate, 72 released individuals with missing values in release date were excluded from the analysis, resulting in 198 released individuals with valid release date values. In addition, the study limited released individuals to those who were released during the one year period of June 1<sup>st</sup>, 2014 to May 31<sup>st</sup>, 2015, which further excluded 8 released individuals and yielded a final sample of 190 for the current analysis. The reason to select cases in this one year period is to allow tracing each case for at least one year regarding the recidivism. The data contains information of both new charge and new judgement date. To have a better understanding about the potential difference of using these two dates in measuring recidivism, both new charge date and new judgement date were used to construct the recidivism rate:

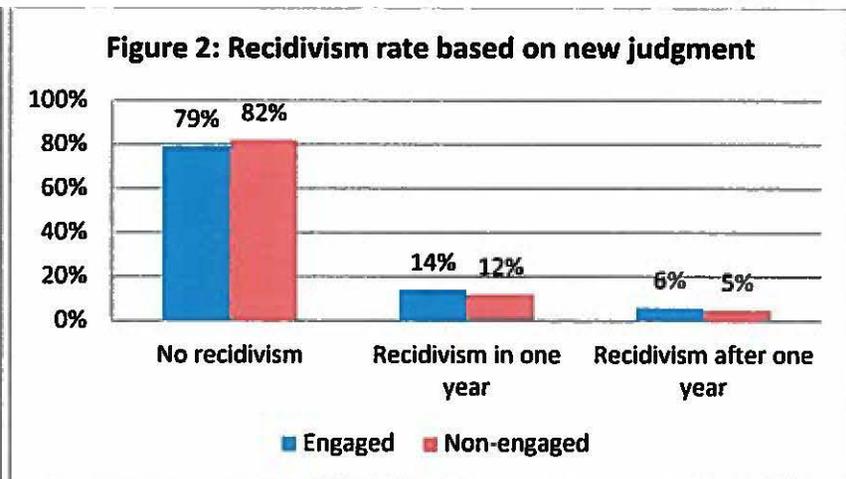
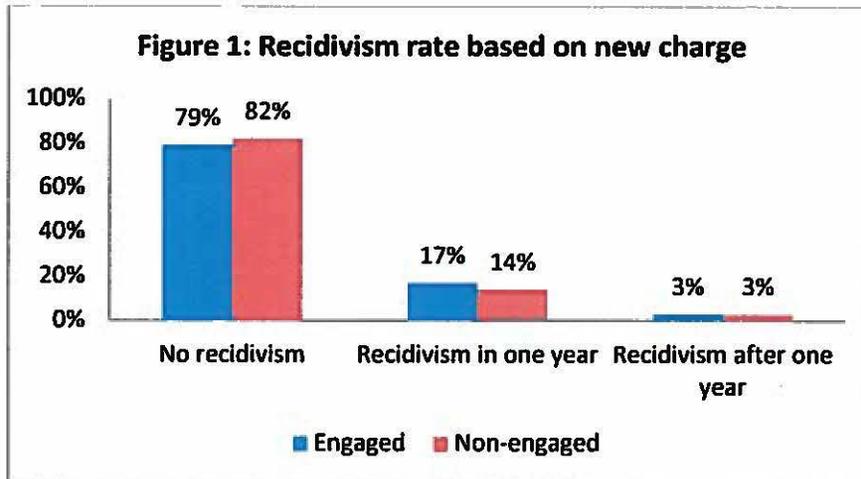
- **Recidivism in 1 year (new charge):** All cases were traced for at least one year; based on whether a released individual had a new charge during the observation period, three categories were created--no recidivism, having recidivism in 1 year, or having recidivism after one year. Having recidivism after one year is not a solid measure here, as the length of time after one year in the data varies across cases.
- **Recidivism in 1 year (new judgment):** All cases were traced for at least one year; based on whether a released individual had a new judgement during the observation period, three categories were created--no recidivism, having recidivism in 1 year, or

having recidivism after one year. Having recidivism after one year is not a solid measure here, as the length of time after one year in the data varies across cases.

**Results**

**Table 1: Recidivism for engaged and information-only groups**

	Engaged	Information-only	Total	Engaged	Information-only	Total
<b>Recidivism in 1 year(new charge)</b>						
No recidivism	49	104	153	79%	82%	81%
Recidivism in one year	11	19	30	17%	14%	15%
Recidivism after one year	2	5	7	3%	3%	3%
<b>Recidivism in 1 year(new judgment)</b>						
No recidivism	49	104	153	79%	82%	81%
Recidivism in one year	9	17	26	14%	12%	13%
Recidivism after one year	4	7	11	6%	5%	5%
<b>Total</b>	<b>62</b>	<b>128</b>	<b>190</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>



***Recidivism rate***

As shown in Table 1 and Figure 1, using the measure of recidivism rate based on new charge, 17% of released individuals in the engaged group had recidivism in one year, and 3% of released individuals had recidivism after one year. For the information-only group, the corresponding rates were 14% and 3% respectively. The figures indicate that information-only group seems to have a slightly lower recidivism rate than engaged group, but statistical Chi-square test does not show such a difference as significant ( $p=.89$ ; typically only  $p<.05$  indicates statistically significant difference).

The pattern of recidivism rate based on new judgement is nearly the same as that based on new charge, but the former is slightly lower for the rate in one year and slightly higher for the rate after one year (Table 1 and Figure 2).

***Released Individuals characteristics comparison***

Tables 2 and 3 broke down released individuals in the engaged and information-only groups, with Table 2 showing numbers and Table 3 showing percentages. Chi-square tests were used to test whether there is a statistically significant difference in the two groups

across released individuals' race, sex, age and referral source. The results show that these two groups are statistically different in race, sex, and referral sources, but not in gender.

According to Table 3 and Figure 3, Black and White accounted for about three quarter (75%) and one quarter (22%) of the released individuals in the engaged group, and other race/ethnicity released individuals only accounted for 1% in the group. However, only slightly over half (54%) of the released individuals in the information-only group were Black, and released individuals of White and other race/ethnicity accounted for about one third (32%) and one tenth (12%) in the information-only group respectively.

Compared with released individuals in the information-only group, released individuals in the engaged group seemed to be less likely to be female (14% vs. 19%), but more likely to be male. However, such difference is not statistically significant (See table 3 and figure 4).

Compared with released individuals in the information-only group, released individuals in the engaged group were less likely to be at the youngest age group of 19 to 24 (17% vs. 31%), but were more likely to be at the middle age of 31 to 40 (25% vs. 14%) (See table 3 and figure 5).

There is also substantial difference in referral sources between the two groups. Compared with released individuals in the information-only group, released individuals in the engaged group were much more likely to be referred from IDOC (58% vs. 19%), but much less likely to be referred from the jail (40% vs. 79%) (See table 3 and figure 6).

As a conclusion, the results from the analysis show that there is no statistically significant difference in recidivism rates between the engaged and information-only groups. However, released individuals in the engaged group were quite different from released individuals in the information-only group: they were much more likely to be Black, at the middle age, and being referred from IDOC rather than from the jail; although they seemed to be more likely to be male, this difference is not statistically significant. These findings may suggest that the Reentry Program has been serving released individuals who were at higher risk of recidivism.

### **Limitation**

The sample excludes a sizable proportion (72) of cases without valid release date values, which may have an impact on the estimation. For example, in the raw data, 21 out of 85 cases had a new charge for the engaged group, but only 32 out of 185 cases had a new charge in the information-only group. In addition, the recidivism rate measures used here may be different from those adopted in other circumstances, so the rate may be not similar to other measures.

Table 2: Released individuals breakdown by engaged/information-only groups - number

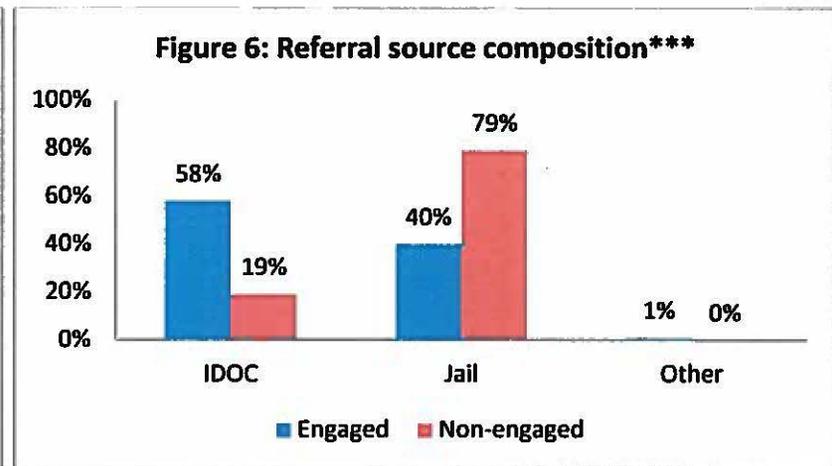
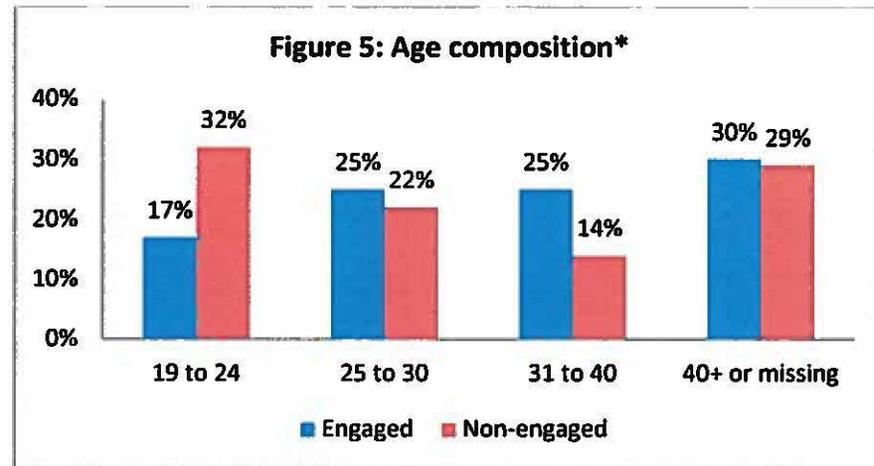
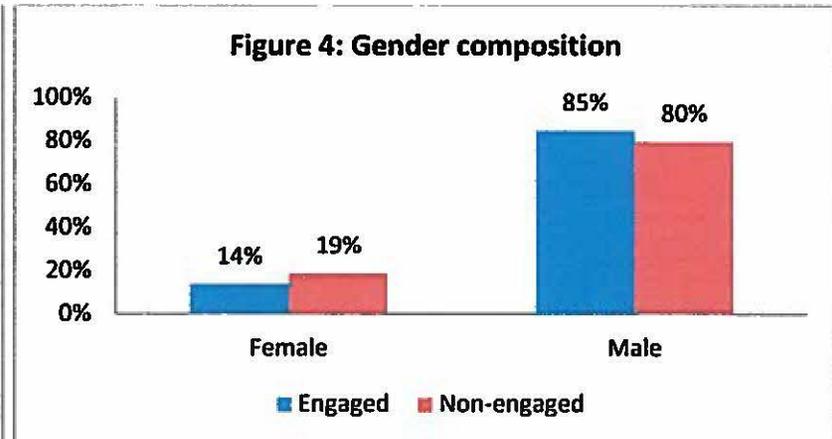
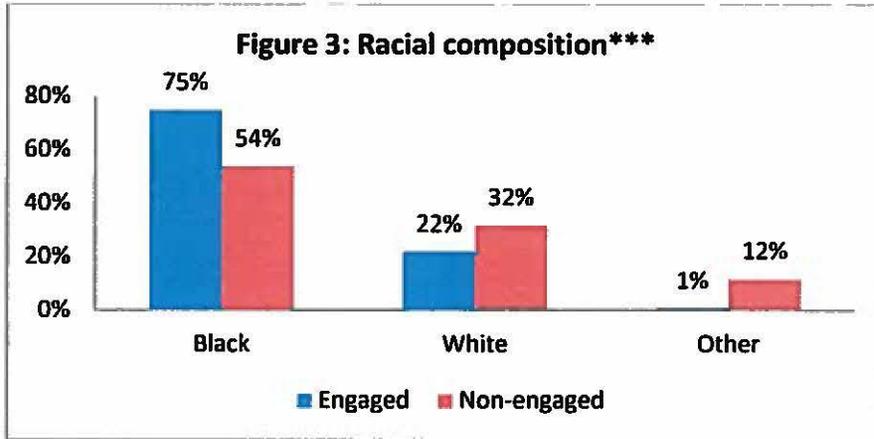
	Engaged				Information-only			
	No recidivism	Recidivism in 1 year	Recidivism after 1 year	Total	No recidivism	Recidivism in 1 year	Recidivism after 1 year	Total
<b>Race**</b>								
Black	39	2	6	47	56	4	10	70
White	9	0	5	14	33	1	8	42
Other	1	0	0	1	15	0	1	16
<b>Sex</b>								
Female	7	1	1	9	20	0	5	25
Male	42	1	10	53	84	5	14	103
<b>Age*</b>								
19 to 24	8	0	3	11	31	3	8	42
25 to 30	14	0	2	16	24	1	4	29
31 to 40	14	1	1	16	16	0	3	19
40+ or missing	13	1	5	19	33	1	4	38
<b>Referral source***</b>								
IDOC	31	0	5	36	18	2	5	25
Jail	17	2	6	25	85	3	14	102
Other	1	0	0	1	1	0	0	1
<b>Total</b>	<b>49</b>	<b>2</b>	<b>11</b>	<b>62</b>	<b>104</b>	<b>5</b>	<b>19</b>	<b>128</b>

Note: Other in referral source including internal, self, bop & outside referral sources; \*<.05 \*\*<.01 \*\*\*<.001, indicating statistical significant difference.

Table 3: Released individuals breakdown by engaged/information-only groups - percentage

	Engaged				Information-only			
	No recidivism	Recidivism in 1 year	Recidivism after 1 year	Total	No recidivism	Recidivism in 1 year	Recidivism after 1 year	Total
<b>Race**</b>								
Black	79%	100%	54%	75%	53%	80%	52%	54%
White	18%	0%	45%	22%	31%	20%	42%	32%
Other	2%	0%	0%	1%	14%	0%	5%	12%
<b>Sex</b>								
Female	14%	50%	9%	14%	19%	0%	26%	19%
Male	85%	50%	90%	85%	80%	100%	73%	80%
<b>Age*</b>								
19 to 24	16%	0%	27%	17%	29%	60%	42%	32%
25 to 30	28%	0%	18%	25%	23%	20%	21%	22%
31 to 40	28%	50%	9%	25%	15%	0%	15%	14%
40+ or missing	26%	50%	45%	30%	31%	20%	21%	29%
<b>Referral source***</b>								
IDOC	63%	0%	45%	58%	17%	40%	26%	19%
Jail	34%	100%	54%	40%	81%	60%	73%	79%
Other	2%	0%	0%	1%	0%	0%	0%	0%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Note: Other in referral source including internal, self, bop & outside referral sources; \*<.05 \*\*<.01 \*\*\*<.001, indicating statistical significant difference; due to rounding, some categories may not sum up to 100%.



Note: Other in referral source including internal, self, bop & outside referral sources; \*<.05 \*\*<.01 \*\*\*<.001, indicating statistical significant difference; due to rounding, some categories may not sum up to 100%.

FUND 083 COUNTY HIGHWAY

DEPARTMENT 060 HIGHWAY

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
083-060-544.35 HEAVY EQUIPMENT	320,020	318,122	668,122	350,000
TOTALS	320,020	318,122	668,122	350,000

**INCREASED REVENUE BUDGET:**

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

**EXPLANATION:** RESOLUTION #9607 AWARDING THE PURCHASE OF 4 NEW 2017 TANDEM AXLE TRUCKS. \$350,000.00 FROM 083 COUNTY HIGHWAY FUND BALANCE.

DATE SUBMITTED: <b>8/8/16</b>	AUTHORIZED SIGNATURE 	** PLEASE SIGN IN BLUE INK **
----------------------------------	--	-------------------------------

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


FUND 083 COUNTY HIGHWAY

DEPARTMENT 060 HIGHWAY

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
083-060-533.60 HWY FACILITY REPAIR-MAINT	40,000	40,000	90,000	50,000
TOTALS	40,000	40,000	90,000	50,000

**INCREASED REVENUE BUDGET:**

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

**EXPLANATION:** WALL PANEL RECOATING-FROM 083 COUNTY HIGHWAY FUND BALANCE

DATE SUBMITTED:

8/24/16

AUTHORIZED SIGNATURE



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

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


REQUEST FOR BUDGET AMENDMENT

BA NO. 16-00040

FUND 080 GENERAL CORPORATE

DEPARTMENT 023 RECORDER

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-522.50 PURCHASE DOCUMENT STAMPS	816,000	816,000	1,016,000	200,000
TOTALS	816,000	816,000	1,016,000	200,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-322.20 REVENUE STAMPS	1,200,000	1,200,000	1,500,000	300,000
TOTALS	1,200,000	1,200,000	1,500,000	300,000

**EXPLANATION:** TO COVER BUDGET SHORTAGE

DATE SUBMITTED: <u>8/29/2016</u>	AUTHORIZED SIGNATURE <u>Darlene Q. Shase</u>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


FUND 105 CAPITAL ASSET REPLCMT FND DEPARTMENT 140 CORRECTIONAL CENTER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-140-544.86 COURT SECURITY EQUIPMENT	0	0	11,839	11,839
TOTALS	0	0	11,839	11,839

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-140-371.80 FROM GENERAL CORP FND 080	0	0	11,839	11,839
TOTALS	0	0	11,839	11,839

EXPLANATION: INCREASE IN EXPENDITURES AND REVENUE TO DOCUMENT THE TRANSFER OF FUNDS FROM 080-140 BUDGET TO PAY BALANCE OF THE COST OF A NEW X-RAY MACHINE THAT IS NOT BUDGETED IN FULL IN THE CAPITAL FUND FOR 105-140.

DATE SUBMITTED: August 31, 2016 AUTHORIZED SIGNATURE: [Signature] \*\* PLEASE SIGN IN BLUE INK \*\*

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

FUND 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY

**INCREASED APPROPRIATIONS:**

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

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-369.16 UTILITY CONSTRUCTION FEE	0	0	483,800	483,800
TOTALS	0	0	483,800	483,800

**EXPLANATION:** MONEY RECEIVED FROM AMEREN AS A CONSTRUCTION FEE FOR AN ELECTRIC TRANSMISSION LINE AS PART OF THE ILLINOIS RIVER'S PROJECT.

DATE SUBMITTED:

August 31, 2016

AUTHORIZED SIGNATURE

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



APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 16-00006

FUND 619 TAX SALE AUTOMATION FUND DEPARTMENT 026 COUNTY TREASURER

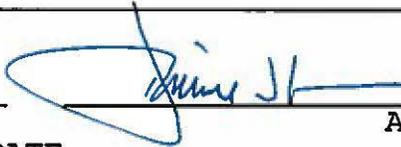
TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
619-026-511.05 TEMP. SALARIES & WAGES	3,000.	619-026-544.33 OFFICE EQUIPMENT & FURNIS

EXPLANATION: THIS WILL PROVIDE FUNDING FOR OUR PART TIME STAFFER THROUGH  
THE SECOND INSTALLMENT BUSY PERIOD.

DATE SUBMITTED: B-29-16



AUTHORIZED SIGNATURE  
 \* PLEASE SIGN IN BLUE INK \*

APPROVED BY PARENT COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


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


## Lease/Purchase Master Agreement For State and Local Government

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**Lease/Purchase Master Agreement No: 097322861L**

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges. In addition, attached is the form of Lease/Purchase Supplement and Exhibits thereto.

This Agreement and its applicable Supplements and Addenda are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) attachments or addenda to the Supplement, (b) Supplement, (c) attachments or addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

### **Part 1 - Definitions**

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Lease/Purchase Master Agreement.

**"Commencement Date"** is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

**"Equipment"** means, collectively, the equipment lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the equipment described in each Lease/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

**"Event of Default"** is defined in Section 13.1.

**"Financed Items"** means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

**"Financing Transaction"** means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

**"Lease/Purchase Supplement" or "Supplement"** means a Lease/Purchase Supplement in the form attached hereto.

**"Lease Payments"** means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

**"Lease Payment Dates"** means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

**"Lease Term"** means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

**"Lessee" or "Customer"** means the entity identified as such on the signature line below, and its permitted successors and assigns.

**"Lessor"** means the entity identified as such on the signature line below, and its successors and assigns.

**"Nonappropriation Event"** is defined in Section 6.6.

**"Original Term"** means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

**"Payment Schedule"** means, with respect to a Financing Transaction, one or more schedules of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Lease Payment, the Interest Component and the Prepayment Price as set forth in each Payment Schedule.

**"Property"** means, collectively, the Equipment and Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Equipment and Financed Items described in such Lease/Purchase Supplement.

**"Purchase Price"** means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Lease/Purchase Supplement, as provided in Section 11.1 and as set forth in the Lease/Purchase Supplement.

**"Renewal Terms"** means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

**"State"** means the state or commonwealth where Lessee is located.

**"Supplier"** means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

## Lease/Purchase Master Agreement For State and Local Government

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### **Part 2 - Separate Financings**

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

### **Part 3 - Lessee's Covenants**

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- a. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) the police power.
- b. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- c. Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.
- d. During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- e. Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.
- f. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.
- g. The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- h. Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

### **Part 4 - The Transactions**

**4.1 Lease of Property.** On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

**4.2 Lease Term.** The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule and the exercise of the Deemed Purchase described in Section 11.1, unless terminated sooner pursuant to this Agreement or the Supplement.

## Lease/Purchase Master Agreement For State and Local Government

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**4.3 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance substantially in the form attached to the Supplement.

**4.4 Assignment to Lessor.** With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, title to the Property shall pass directly from Supplier to Lessee subject to Lessor's right under Section 7.3 hereunder, or unless otherwise provided. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

**4.5 Credit Review.** For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

### **Part 5 - Lessor's Rights of Access**

**5.1 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

**5.2 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Supplement. Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership.

### **Part 6 - Payments**

**6.1 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.2 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.3 Interest Component.** A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.4 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 10.2.

**6.5 Continuation of Lease by Lessee.** Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

**6.6 Nonappropriation.** If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been

## Lease/Purchase Master Agreement For State and Local Government

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appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

### **Part 7 - Title; Security Interest**

**7.1 Title to the Property.** Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in Lessee from the Supplier, subject to Lessor's interests under the applicable Supplement and this Agreement. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

**7.2 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**7.3 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, that Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements that Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

### **Part 8 - Maintenance and Ancillary Charges**

**8.1 Maintenance of Equipment by Lessee.** Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

**8.2 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.3 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance

## Lease/Purchase Master Agreement For State and Local Government

covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.4 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

### Part 9 - Casualty Loss

**9.1 Damage or Destruction.** If (a) the Property under a Supplement or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Supplement or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Supplement so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee and applied to the next Lease Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.2 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.1, Lessee shall (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.2; or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Supplement, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by Lessee.

### Part 10 - Warranties: Use of Equipment and/or Financed Items

**10.1 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

**10.2 Supplier's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

**10.3 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any

## Lease/Purchase Master Agreement For State and Local Government

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applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

**10.4 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

### **Part 11 - Prepayments**

**11.1 Deemed Purchase.** Lessee shall be deemed to have purchased Lessor's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Lease Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Lease Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Supplement to Lessee.

**11.2 Option to Prepay.** Lessee shall have the option to prepay (a) in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Payment Schedule as the "Prepayment Price", or (b) in part, by requesting, in writing, the Prepayment Price for the portion of the remaining Lease Payments allocable to the Property being prepaid plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the portion of the remaining Lease Payments allocable to the Property being prepaid multiplied by the Prepayment Fee Rate set forth in such Payment Schedule as the "Prepayment Fee Rate". Upon payment of the Prepayment Price and such other amounts due Lessor, Lessee shall be deemed to have purchased Lessor's entire interest in all Property being prepaid, and to have terminated any restrictions herein on the Property prepaid.

### **Part 12 - Assignment: Risk of Loss**

**12.1 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Supplement and the Property under such Supplement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the consent of Lessee; provided that any assignment shall not be effective against the Lessee until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Supplements.

**12.2 Supplements Separate Financings.** Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

**12.3 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

**12.4 Risk of Loss Covenants.** Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 10.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

## Lease/Purchase Master Agreement For State and Local Government

### **Part 13 - Defaults and Remedies**

#### **13.1 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Supplement:

- a. Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- c. Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d. Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- e. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

#### **13.2 Remedies on Default.** Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a. Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- b. Lessor may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require Lessee to discontinue use of any Financed Items, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and require Lessee to discontinue use of any Financed Items, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;
- c. By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;
- d. Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

#### **13.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in

## Lease/Purchase Master Agreement For State and Local Government

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equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

**13.4 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

### **Part 14 - General**

**14.1 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.2 Arbitrage Certifications.** Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

- a. The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.
- b. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Supplement.
- c. The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.
- d. There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.
- e. The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 14.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.3 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

**14.4 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate

**14.5 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.6 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification

**14.7 Execution in Counterparts.** This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.8 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Lease/Purchase Master Agreement  
For State and Local Government**

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**14.9 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Agreed to:**  
Champaign, County Of (Inc)

**Agreed to:**  
IBM Credit LLC

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name (type or print): **Pattsi Petrie,**

Name (type or print):

Title (type or print): **County Board Chair**

Title (type or print):

Date: **September 23, 2016**

Date:

Email Address:

FUND 105 CAPITAL ASSET REPLCMT FND DEPARTMENT 028 INFORMATION TECHNOLOGY

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-028-544.33 OFFICE EQUIPMENT & FURNIS	14,000	14,113	121,314	107,201
105-028-533.42 EQUIPMENT MAINTENANCE	21,595	21,595	56,122	34,527
TOTALS	35,595	35,708	177,436	141,728

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-028-383.50 CAPITAL LEASE FINANCING	0	0	141,728	141,728
TOTALS	0	0	141,728	141,728

**EXPLANATION:** AMENDMENT NEEDED TO RECORD THE ACQUISITION OF THE AS400 FINANCED BY WAY OF A CAPITAL LEASE.

DATE SUBMITTED: <i>August 24, 2016</i>	AUTHORIZED SIGNATURE <i>Richard H. An L</i>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_




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

**MEMORANDUM**

**TO:** Andy Rhodes

**CC:** John Farney, County Auditor; Rick Snider, County Administrator; Tami Ogden, Deputy County Administrator

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

**DATE:** August 1, 2016

**RE:** 2016 Capital Lease for the AS400

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In order to properly record the revenues and expenditures related to the Capital Lease for the AS400, I will be making the following general ledger entries:

		105-028 Capital Asset Replacement, <u>(AS400 Capital Lease)</u>
383.50	Capital Lease Financing	(\$ 141,727.76)
544.33	Office Equipment	\$ 107,200.64
533.42	Equipment Maintenance	\$ 34,527.12

Based on the Capital lease provided, the following budget amendment will be needed:

		105-028 Capital Asset Replacement, <u>(AS400 Capital Lease)</u>
<b>Increased Appropriations:</b>		
544.33	Office Equipment	\$ 107,201
533.42	Equipment Maintenance	\$ 34,527
<b>Increased Revenue:</b>		
383.50	Capital Lease Financing	\$ 141,728

Please feel free to contact me with any questions.

ADMINISTRATIVE SERVICES  
AS400 SYSTEM - HARDWARE  
CAPITAL LEASE OCT 2016 - SEP 2020

PRINCIPAL (HARDWARE)	\$96,409.20	(a)
ANNUAL INTEREST RATE	1.920%	
NUMBER OF MONTHS	48	
MONTHLY PAYMENT	\$2,085.06	

DUE DATE	PMT #	MONTHLY PAYMENT	(582.03) INTEREST	(581.03) PRINCIPAL	PRINCIPAL BALANCE	PAYMENT MADE
					96,409.20	
1-Nov-16	1	2,085.06	0.00	2,085.06	94,324.14	
1-Dec-16	2	2,085.06	150.88	1,934.17	92,389.97	
1-Jan-17	3	2,085.06	147.80	1,937.25	90,452.71	
1-Feb-17	4	2,085.06	144.73	1,940.33	88,512.38	
1-Mar-17	5	2,085.06	141.65	1,943.40	86,568.98	
1-Apr-17	6	2,085.06	138.55	1,946.51	84,622.47	
1-May-17	7	2,085.06	135.47	1,949.59	82,672.89	
1-Jun-17	8	2,085.06	132.35	1,952.71	80,720.18	
1-Jul-17	9	2,085.06	129.25	1,955.81	78,764.37	
1-Aug-17	10	2,085.06	126.14	1,958.92	76,805.45	
1-Sep-17	11	2,085.06	123.02	1,962.04	74,843.41	
1-Oct-17	12	2,085.06	119.90	1,965.16	72,878.26	
1-Nov-17	13	2,085.06	116.76	1,968.29	70,909.96	
1-Dec-17	14	2,085.06	113.62	1,971.44	68,938.52	
1-Jan-18	15	2,085.06	110.49	1,974.57	66,963.96	
1-Feb-18	16	2,085.06	107.34	1,977.72	64,986.24	
1-Mar-18	17	2,085.06	104.17	1,980.89	63,005.36	
1-Apr-18	18	2,085.06	101.01	1,984.05	61,021.31	
1-May-18	19	2,085.06	97.86	1,987.20	59,034.11	
1-Jun-18	20	2,085.06	94.68	1,990.38	57,043.73	
1-Jul-18	21	2,085.06	91.49	1,993.57	55,050.16	
1-Aug-18	22	2,085.06	88.31	1,996.75	53,053.41	
1-Sep-18	23	2,085.06	85.12	1,999.94	51,053.47	
1-Oct-18	24	2,085.06	81.93	2,003.13	49,050.35	
1-Nov-18	25	2,085.06	78.72	2,006.33	47,044.01	
1-Dec-18	26	2,085.06	75.53	2,009.52	45,034.49	
1-Jan-19	27	2,085.06	72.30	2,012.75	43,021.73	
1-Feb-19	28	2,085.06	69.08	2,015.98	41,005.75	
1-Mar-19	29	2,085.06	65.85	2,019.21	38,986.54	
1-Apr-19	30	2,085.06	62.62	2,022.44	36,964.10	
1-May-19	31	2,085.06	59.38	2,025.68	34,938.42	
1-Jun-19	32	2,085.06	56.13	2,028.93	32,909.49	
1-Jul-19	33	2,085.06	52.89	2,032.17	30,877.32	
1-Aug-19	34	2,085.06	49.63	2,035.43	28,841.89	
1-Sep-19	35	2,085.06	46.36	2,038.70	26,803.19	
1-Oct-19	36	2,085.06	43.09	2,041.96	24,761.23	
1-Nov-19	37	2,085.06	39.80	2,045.26	22,715.97	
1-Dec-19	38	2,085.06	36.54	2,048.52	20,667.45	
1-Jan-20	39	2,085.06	33.25	2,051.81	18,615.64	
1-Feb-20	40	2,085.06	29.94	2,055.11	16,560.53	
1-Mar-20	41	2,085.06	26.64	2,058.42	14,502.11	
1-Apr-20	42	2,085.06	23.33	2,061.73	12,440.38	
1-May-20	43	2,085.06	20.02	2,065.04	10,375.34	
1-Jun-20	44	2,085.06	16.71	2,068.35	8,306.99	
1-Jul-20	45	2,085.06	13.37	2,071.69	6,235.30	
1-Aug-20	46	2,085.06	10.04	2,075.02	4,160.28	
1-Sep-20	47	2,085.06	6.70	2,078.36	2,081.92	
1-Oct-20	48	2,085.06	3.14	2,081.92	(0.00)	
		100,082.78	3,673.58	96,409.20		

08/01/16  
105-028

ADMINISTRATIVE SERVICES  
AS400 SYSTEM - SOFTWARE  
CAPITAL LEASE OCT 2016 - SEP 2020

PRINCIPAL (SOFTWARE) \$10,791.44 (b)  
ANNUAL INTEREST RATE 1.920%  
NUMBER OF MONTHS 48  
MONTHLY PAYMENT \$233.39

DUE DATE	PMT #	MONTHLY PAYMENT	(582.03) INTEREST	(581.03) PRINCIPAL	PRINCIPAL BALANCE	PAYMENT MADE
					10,791.44	
1-Nov-16	1	233.39	0.00	233.39	10,558.05	
1-Dec-16	2	233.39	16.89	216.50	10,341.55	
1-Jan-17	3	233.39	16.54	216.84	10,124.71	
1-Feb-17	4	233.39	16.20	217.19	9,907.52	
1-Mar-17	5	233.39	15.86	217.53	9,689.99	
1-Apr-17	6	233.39	15.51	217.88	9,472.11	
1-May-17	7	233.39	15.16	218.22	9,253.88	
1-Jun-17	8	233.39	14.81	218.57	9,035.31	
1-Jul-17	9	233.39	14.47	218.92	8,816.39	
1-Aug-17	10	233.39	14.12	219.27	8,597.12	
1-Sep-17	11	233.39	13.77	219.62	8,377.50	
1-Oct-17	12	233.39	13.42	219.97	8,157.53	
1-Nov-17	13	233.39	13.07	220.32	7,937.22	
1-Dec-17	14	233.39	12.72	220.67	7,716.55	
1-Jan-18	15	233.39	12.37	221.02	7,495.52	
1-Feb-18	16	233.39	12.02	221.37	7,274.15	
1-Mar-18	17	233.39	11.66	221.73	7,052.42	
1-Apr-18	18	233.39	11.31	222.08	6,830.34	
1-May-18	19	233.39	10.95	222.43	6,607.91	
1-Jun-18	20	233.39	10.60	222.79	6,385.12	
1-Jul-18	21	233.39	10.24	223.15	6,161.97	
1-Aug-18	22	233.39	9.88	223.50	5,938.47	
1-Sep-18	23	233.39	9.53	223.86	5,714.61	
1-Oct-18	24	233.39	9.17	224.22	5,490.39	
1-Nov-18	25	233.39	8.81	224.58	5,265.81	
1-Dec-18	26	233.39	8.45	224.93	5,040.88	
1-Jan-19	27	233.39	8.09	225.30	4,815.58	
1-Feb-19	28	233.39	7.73	225.66	4,589.93	
1-Mar-19	29	233.39	7.37	226.02	4,363.91	
1-Apr-19	30	233.39	7.01	226.38	4,137.53	
1-May-19	31	233.39	6.65	226.74	3,910.79	
1-Jun-19	32	233.39	6.28	227.11	3,683.68	
1-Jul-19	33	233.39	5.92	227.47	3,456.21	
1-Aug-19	34	233.39	5.56	227.83	3,228.38	
1-Sep-19	35	233.39	5.19	228.20	3,000.18	
1-Oct-19	36	233.39	4.82	228.56	2,771.62	
1-Nov-19	37	233.39	4.46	228.93	2,542.68	
1-Dec-19	38	233.39	4.09	229.30	2,313.38	
1-Jan-20	39	233.39	3.72	229.67	2,083.72	
1-Feb-20	40	233.39	3.35	230.04	1,853.68	
1-Mar-20	41	233.39	2.98	230.41	1,623.28	
1-Apr-20	42	233.39	2.61	230.78	1,392.50	
1-May-20	43	233.39	2.24	231.15	1,161.35	
1-Jun-20	44	233.39	1.87	231.52	929.83	
1-Jul-20	45	233.39	1.50	231.89	697.94	
1-Aug-20	46	233.39	1.12	232.26	465.68	
1-Sep-20	47	233.39	0.75	232.64	233.04	
1-Oct-20	48	233.39	0.35	233.04	(0.00)	
		11,202.64	411.20	3110,791.44		

ADMINISTRATIVE SERVICES  
AS400 SYSTEM - MAINTENANCE  
CAPITAL LEASE OCT 2016 - SEP 2020

PRINCIPAL (SERVICESUITE) \$34,527.12 (c)  
ANNUAL INTEREST RATE 1.920%  
NUMBER OF MONTHS 48  
MONTHLY PAYMENT \$746.72

DUE DATE	PMT #	MONTHLY PAYMENT	(582.03) INTEREST	(581.03) PRINCIPAL	PRINCIPAL BALANCE	PAYMENT MADE
					34,527.12	
1-Nov-16	1	746.72	0.00	746.72	33,780.40	
1-Dec-16	2	746.72	54.04	692.69	33,087.71	
1-Jan-17	3	746.72	52.93	693.79	32,393.92	
1-Feb-17	4	746.72	51.83	694.89	31,699.03	
1-Mar-17	5	746.72	50.73	695.99	31,003.03	
1-Apr-17	6	746.72	49.62	697.10	30,305.93	
1-May-17	7	746.72	48.52	698.21	29,607.72	
1-Jun-17	8	746.72	47.40	699.33	28,908.39	
1-Jul-17	9	746.72	46.29	700.43	28,207.96	
1-Aug-17	10	746.72	45.17	701.55	27,506.41	
1-Sep-17	11	746.72	44.06	702.67	26,803.74	
1-Oct-17	12	746.72	42.94	703.78	26,099.96	
1-Nov-17	13	746.72	41.82	704.91	25,395.05	
1-Dec-17	14	746.72	40.69	706.03	24,689.02	
1-Jan-18	15	746.72	39.57	707.15	23,981.87	
1-Feb-18	16	746.72	38.44	708.28	23,273.59	
1-Mar-18	17	746.72	37.31	709.42	22,564.17	
1-Apr-18	18	746.72	36.17	710.55	21,853.62	
1-May-18	19	746.72	35.05	711.68	21,141.94	
1-Jun-18	20	746.72	33.91	712.82	20,429.13	
1-Jul-18	21	746.72	32.77	713.96	19,715.17	
1-Aug-18	22	746.72	31.63	715.10	19,000.07	
1-Sep-18	23	746.72	30.48	716.24	18,283.83	
1-Oct-18	24	746.72	29.34	717.38	17,566.45	
1-Nov-18	25	746.72	28.19	718.53	16,847.92	
1-Dec-18	26	746.72	27.05	719.67	16,128.24	
1-Jan-19	27	746.72	25.89	720.83	15,407.41	
1-Feb-19	28	746.72	24.74	721.98	14,685.43	
1-Mar-19	29	746.72	23.58	723.14	13,962.29	
1-Apr-19	30	746.72	22.42	724.30	13,237.99	
1-May-19	31	746.72	21.27	725.46	12,512.53	
1-Jun-19	32	746.72	20.10	726.62	11,785.91	
1-Jul-19	33	746.72	18.94	727.78	11,058.13	
1-Aug-19	34	746.72	17.77	728.95	10,329.18	
1-Sep-19	35	746.72	16.60	730.12	9,599.05	
1-Oct-19	36	746.72	15.43	731.29	8,867.76	
1-Nov-19	37	746.72	14.25	732.47	8,135.29	
1-Dec-19	38	746.72	13.08	733.64	7,401.65	
1-Jan-20	39	746.72	11.91	734.82	6,666.84	
1-Feb-20	40	746.72	10.72	736.00	5,930.84	
1-Mar-20	41	746.72	9.54	737.18	5,193.65	
1-Apr-20	42	746.72	8.35	738.37	4,455.28	
1-May-20	43	746.72	7.17	739.55	3,715.73	
1-Jun-20	44	746.72	5.98	740.74	2,974.99	
1-Jul-20	45	746.72	4.79	741.94	2,233.05	
1-Aug-20	46	746.72	3.60	743.13	1,489.92	
1-Sep-20	47	746.72	2.40	744.32	745.60	
1-Oct-16	48	746.72	1.12	745.60	0.00	



August 16, 2016

Christopher Alix  
Finance Committee—Champaign County Board  
Brookens Administrative Center  
1776 E. Washington Street  
Urbana, IL 61802

RE: Acceptance and Signatures on Grant #215316

Dear Mr. Alix and Finance Committee members,

The Children's Advocacy Center requests that you accept and approve the above mentioned grant from the Illinois Criminal Justice Information Authority, and then forward a recommendation for its acceptance to the full county Board.

As in each year since 2002, this grant pays for part of the salary of our CAC Case Manager, and for crisis counseling services for our vulnerable young clients.

The Authority has offered us a grant of \$50,338.00 for the grant year July 1, 2016 through June 30, 2017. The matching funds of \$12,585 are covered by our annual allocation from the Illinois Attorney Generals' office.

Thank you for your time and consideration of this matter.

Sincerely,

Adelaide Aimé, MSW, LCSW  
Executive Director



NATIONAL  
CHILDREN'S  
ALLIANCE®

ACCREDITED  
MEMBER

**COUNTY OF CHAMPAIGN**

**FINANCIAL IMPACT STATEMENT**

*(To accompany Grant Applications or Appropriate Resolutions/Ordinances)*

**Current Year Annual Expenditure Estimate:**

Number of Positions	<u>0.23 FTE (approx)</u>	Personnel \$ <u>8,000.00</u>
Commodities:	<u>\$<sup>0</sup></u>	
Contractual:	<u>\$ 42,338.00</u>	
Capital:	<u>\$<sup>0</sup></u>	

**Long Term Expenditure Estimate:**

We have been notified that this grant will be discontinued on June 30, 2017 and there will be an entirely new set of grant guidelines, allowable expenses, and amount per CAC. The new information has not yet been released, so at this point we have no idea what funding from this agency might look like.

**Current Year Annual Revenue Estimate:**

\$50,338 for this grant.

**Long Term Revenue Estimate:**

Unknown until new grant guidelines are released.

**Approved by Finance Committee:**

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

**Approved by County Board:**

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

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

Department: Children's Advocacy Center  
Grant Funding Agency: Illinois Criminal Justice Information Authority  
Amount of Grant: \$50,338  
Begin/End Dates for Grant Period: July 1, 2016 through June 30, 2017  
Additional Staffing to be Provided by Grant: none-pays for part of an existing position plus contractual services  
Application Deadline: June 1, 2015  
Parent Committee Approval of Application: Children's Advocacy Center Governing Board  
Is this a new grant, or renewal or extension of an existing grant? renewal of existing grant  
If renewal of existing grant, date grant was first obtained: 2002

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

If yes, please summarize the anticipated impact:

Does the implementation of this grant require additional office space for your department that is not provided by the grant?  Yes  No

If yes, please summarize the anticipated space need:

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

- The activity or service provided can be terminated in the event the grant revenues are discontinued.
- The activity should, or could be, assumed by County (or specific fund) general and recurring operating funds.

Departments are encouraged to seek additional sources or revenue to support the services prior to expiration of grant funding.

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

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

DATE: 8/16/16 SIGNED: *Adelaide Ari*  
Department Head

\*\*\*\*\*  
**Application for & Acceptance of Grant Approval:**  
Approved by Finance Committee: \_\_\_\_\_  
Approved by County Board: \_\_\_\_\_  
Approved by Grant Executive Committee: \_\_\_\_\_

## COVER PAGE

<b>PROGRAM TITLE:</b>	Child Advocacy Center Services	
<b>AGREEMENT NUMBER:</b>	215316	
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	202216, 204216, 205216, 207216, 208216, 209216, 210216, 211216, 212216, 213216	
<b>ESTIMATED START DATE:</b>	July 1, 2016	
<b>SOURCES OF PROGRAM FUNDING:</b>		
<i>Funds:</i> VOCA FFY 15	\$ Amount	Budgeted Amount
	\$ 50,338	\$50,337.73
<i>Matching Funds:</i>	\$ 12,585	\$ 12,585
<i>Over-Matching Funds:</i>	\$ 0	
<b>Total:</b>	<b>\$ 62,923</b>	<b>\$ 62,922.73</b>
<b>IMPLEMENTING AGENCY'S NAME:</b>	Champaign County on behalf of the Children's Advocacy Center	
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	1776 E. Washington St. Urbana, IL 61802-4578	
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	Richard Snider	
<b>TITLE:</b>	County Administrator	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6006910	
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	961922478	
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	06/28/17	
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	5XNA5	
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	Daniel Welch	
<b>TITLE:</b>	County Treasurer	
<b>TELEPHONE:</b>	(217) 384-3743	
<b>PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.</b>	Children's Advocacy Center of Champaign County	
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	201 W. Kenyon Road Champaign, IL 61820-7807	
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	Adelaide Aime	
<b>TITLE:</b>	Executive Director	
<b>PROGRAM AGENCY'S DUNS NUMBER:</b>	828835137	
<b>PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	4/25/17	
<b>PROGRAM AGENCY'S CAGE CODE:</b>	5EVU0	
<b>FISCAL CONTACT PERSON:</b>	Adelaide Aime	

<b>AGENCY:</b>	Children's Advocacy Center of Champaign County
<b>TITLE:</b>	Executive Director
<b>TELEPHONE:</b>	(217) 384-1266
<b>FAX:</b>	(217) 344-1214
<b>E-MAIL:</b>	aaime@co.champaign.il.us
<b>PROGRAM CONTACT PERSON:</b>	Adelaide Aime
<b>TITLE:</b>	Executive Director
<b>TELEPHONE:</b>	(217) 384-1266
<b>FAX:</b>	(217) 344-1214
<b>E-MAIL:</b>	aaime@co.champaign.il.us
<b>IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):</b>	Congressional District: 13th State Senate District: 52 State Representative District: 103
<b>PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):</b>	201 W. Kenyon Road Champaign, IL 61820-7807
<b>PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):</b>	Congressional District: 13th State Senate District: 52 State Representative District: 103
<b>Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:</b>	No
<b>Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:</b>	No
<b>Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:</b>	No
<b>If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.</b>	
<b>NAME</b>	<b>COMPENSATION</b>

**INTERAGENCY AGREEMENT**

**Victims of Crime Act Victim Assistance Grant Program**  
**Federal Fiscal Year 2015**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Suite 200, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and, Champaign County on behalf of the Children's Advocacy Center, hereinafter referred to as the "Implementing Agency," with its principal offices at 1776 E. Washington Street, Urbana, IL 61802-4578 for implementation of the Children's Advocacy Center Service program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

**WHEREAS**, pursuant to the Victims of Crime Act, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

**NOW, THEREFORE, BE IT AGREED** by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

**SECTION 1. DEFINITIONS**

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

**SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from July 1, 2016 through June 30, 2017.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

**SECTION 3. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing

Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 4. PAYMENT**

The maximum amount of federal funds under this agreement is \$50,338 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 5. MATCH**

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. SUPPLANTING**

The Implementing Agency certifies that grant funds made available under this agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that grant funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

## **SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS**

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by , national origin, sex, age, and disability, where such statistics are voluntarily provided by those receiving assistance, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

The Implementing Agency certifies that it, and its subcontractors, will comply the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2).

## **SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 9. OBLIGATIONAL LIMITATION – AVAILABILITY OF APPROPRIATION**

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### **SECTION 10. FINANCIAL CAPABILITY**

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) **Victim Statistics:** Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) **Staff Information:** Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);

- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## **SECTION 12. MAINTENANCE AND INSPECTION OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all records, books, paper, and documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel or its representatives, the Office of Chief Financial Officer or its representatives, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

The Implementing Agency authorizes the Authority and Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to this agreement.

## **SECTION 13. CLOSEOUT REQUIREMENTS**

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

## **SECTION 14. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits

shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. Further, Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Office of Justice Programs (OJP) grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority, Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers, and records of subcontractors. In addition, the Office of Victim of Crime and the Office of the Chief Financial Officer or their representatives shall have access to and right to examine all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

The Implementing Agency understands and agrees that the Authority or OJP may withhold award funds, or may impose other related requirements, if the Implementing Agency does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

## **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the

Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

#### **SECTION 16. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 17. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES**

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes

of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the Implementing Agency. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

## **SECTION 20. CONFLICTS OF INTEREST**

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## **SECTION 21. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements").
- The Victims of Crime Act; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Department of Justice

- Grants Financial Guide as posted on the OJP website; and the Office of Justice Programs' Financial Guide (current edition).
- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); Authority Federal Grant Financial Guidelines; and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
  - Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
  - Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
  - National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
  - National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
  - Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
  - Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
  - Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
  - Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
  - Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
  - Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
  - Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
  - Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
  - Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
  - Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
  - Indian Self Determination Act, 25 U.S.C. par. 450f.
  - Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
  - Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
  - Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
  - Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
  - Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

## **SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

The Implementing Agency understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Implementing Agency agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Implementing Agency plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Implementing Agency also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

None of the following activities will be conducted, directly or indirectly, by the Implementing Agency, any its contractors or sub-contractors, or a related third party action:

- New construction.
- Any renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation that will either (a) result in a change in its basic prior use, or (b) significantly change its size.
- Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

### **SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

### **SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form.

If Implementing Agency is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, the Implementing Agency has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form, and return it to the Authority.

If the Implementing Agency is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, the Implementing Agency has to complete Section C of the Certification Form and return it to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

## **SECTION 25. NONDISCRIMINATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of actual or perceived race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, the Implementing Agency is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002,

Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

#### **SECTION 26. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 28. LOBBYING CERTIFICATION**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification

Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 30. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or

rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

### **SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

### **SECTION 33. DISPOSITION REPORTING CERTIFICATION**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

### **SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

### **SECTION 35. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1)

the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### SECTION 37. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant #2015-VA-GX-0049, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

### SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and listed below are correct:

Name: Champaign County

Taxpayer Identification Number: 37-6006910

Social Security Number

or

Employer Identification Number

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this*

*certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status (check one):**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Sole Proprietorship   | <input type="checkbox"/> Tax Exempt  |
| <input type="checkbox"/> Partnership/Legal Corporation                                       | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                                  |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services |
| <input checked="" type="checkbox"/> Government   | <input type="checkbox"/> Pharmacy (non-corporate)  |
| <input type="checkbox"/> Estate or Trust   | <input type="checkbox"/> Non-profit Corporation/ Tax Exempt                                      |
| <input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt                              | <input type="checkbox"/> Other (Specify) _____   |

(Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status.)

**SECTION 39. FEDERAL GRANT INFORMATION**

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2015-VA-GX-0049)
- Grant Award Year: Federal Fiscal Year 2015

**SECTION 40. TRANSPARENCY ACT COMPLIANCE**

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 961922478

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

The Implementing Agency's SAM registration is valid until: 6/28/17

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code

request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 5XNA5

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with SAM. The acquisition of a DUNS number and registration with SAM database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

#### **SECTION 41. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 42. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 43. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 44. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be

subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

#### **SECTION 45. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

#### **SECTION 46. COURT APPOINTED SPECIAL ADVOCATES**

The Implementing Agency shall, on agreements that fund Court Appointed Special Advocates (CASA), ensure and provide documentation (i.e. time and attendance records) that any and all funds are utilized "solely" to benefit victims of crime. Therefore, VOCA funds shall be used to pay for only, that portion of the coordinator's time, which is devoted to supervision, training, etc. of those volunteers who provide direct services to child victims of physical and sexual abuse, criminal neglect and or abandonment.

#### **SECTION 47. REPORTING GRANT IRREGULARITIES**

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any subgrantee or contractor of the Authority's grant funds that the subgrantee or contractor is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any subgrantee or contractor. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 48. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either (1) submitted a false claim for grant funds in violation of the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division  
950 Pennsylvania Ave, N.W. Room 4706  
Washington, D.C. 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) Phone: 1-800-869-4499 Fax: (202) 616-9881

More information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

#### **SECTION 49. USE OF FUNDS**

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

#### **SECTION 50. PROHIBITED CONTRACTOR**

The Implementing Agency understands and agrees that no funds will be contracted or sub-awarded, either directly or indirectly, to or in support of the Association of Community Organization for Reform Now (ACORN) or its subsidiaries without the express prior approval of the Authority.

#### **SECTION 51. TEXT-MESSAGING WHILE DRIVING**

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### **SECTION 52. VICTIM COMPENSATION AWARENESS**

The Implementing Agency shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services.

The Implementing Agency shall detail their method of notification in the Program Narrative/ Exhibit A.

#### **SECTION 53. DUPLICATION OF FUNDING**

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VOCA award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this VOCA award, the Implementing Agency will promptly notify, in writing, the Authority.

#### **SECTION 54. HIGH-RISK GRANTEES**

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that Implementing Agency is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

#### **SECTION 55. CONFERENCES AND TRAINING MATERIALS**

The Implementing Agency agrees that any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at [www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm).

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval, and reporting requirements) governing the use of federal funds for expense related to conferences, meetings, trainings, or other events, including the provision of food and beverages at such events, and the cost of attendance.

#### **SECTION 56. RELIGIOUS AND MORAL BELIEFS OF STUDENTS**

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

## **SECTION 57. COMPUTER NETWORK**

The Implementing Agency understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

## **SECTION 58. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY INDIVIDUALS**

Implementing Agency will, in accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency.

## **SECTION 59. DEMOGRAPHIC DATA**

Implementing Agency agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this agreement, where such information is voluntarily furnished by the victim.

## **SECTION 60. TIME KEEPING**

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
  - Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
  - Account for the total activity for which each employee is compensated;
  - Be prepared monthly and coincide with one or more pay periods; and
  - Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

## **SECTION 61. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This interagency agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq). The Implementing Agency certifies that it, and its sub-grantees and sub-contractors, are not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state has not been initiated against it, or any of its sub-grantees and/or sub-contractors, within the past five (5) years.

The Implementing Agency shall notify the Authority if it or any of its sub-grantees and/or sub-contractors is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency or any of its sub-grantees and/or sub-contractors is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, has been the subject of an Involuntary Withholding within the past five (5) years, or becomes the subject of an Involuntary Withholding.

## **SECTION 62. CRIMINAL CONVICTIONS**

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

## **SECTION 63. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS**

The Implementing Agency and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Implementing Agency –

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Authority, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Authority.

2. If the Implementing Agency makes subawards or contracts under this award --

a. it represents that --

- (1) it has determined that no other entity that the Implementing Agency's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**SECTION 64. INDIRECT COSTS**

If the Implementing Agency is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the Authority in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

**SECTION 65. NON-PROFIT ORGANIZATIONS**

The Implementing Agency agrees, if it is a non-profit organization, to make their financial statements available online (either on the Authority's, its own, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

**SECTION 65.5 SPECIAL CONDITION FOR CONTRACTORS  
(Applicable to independent contractors, not employees)**

If the contractor is selected through a sole source procurement and the payment rate exceeds \$400 for an 8 hour day, or exceeds \$50.00 per hour, Grantee must submit written justification for that payment rate for PRIOR Grantor review and approval.

If the contractor is selected through a sole source procurement and the payment rate is \$50.00 per hour or less, the written justification must be maintained on-site by Grantee and made available for review and approval by Grantor during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, Grantee may be required to submit this justification for Grantor review and approval as directed by Grantor.

The written justification for these contractor payments must follow Grantor's required format, which Grantor will provide to Grantee.

Grantee must submit copies of all contracts over \$25,000 that are the result of a sole source procurement that it anticipates entering into with the selected contractors for Grantor review and approval, PRIOR to their approval and execution by Grantee.

In addition, Grantee must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Grantor review and approval, PRIOR to their approval and execution by Grantee. Other contracts may be requested for review, at the discretion of Grantor.

**SECTION 66. ACCEPTANCE & CERTIFICATION**

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
John Maki  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

I, Richard Snider, Administrator, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215316 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215316 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Richard Snider  
Administrator  
Champaign County  
Date

I, Daniel Welch, Treasurer, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215316 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215316 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Daniel Welch  
Treasurer  
Champaign County  
Date

I, Adelaide Aime, Executive Director, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215316 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215316 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Adelaide Aime  
Executive Director  
Champaign County Children's Advocacy Center  
Date

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

**I. Description of organization**

1. Program Agency Name: Children's Advocacy Center of Champaign County  
Mailing Address: 201 W. Kenyon Road, Champaign, IL 61820-4578  
Telephone number: (217) 384-1266

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

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

Champaign

B. Federal Congressional District number(s) 13

C. State Senatorial District number(s) 52

D. State Representative District number(s) 103

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

**Type of program agency (Check one)**

A. Criminal justice government\*

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

B. Non-criminal justice government

- |   |   |
|---|---|
| <input type="checkbox"/> Social Services  | <input type="checkbox"/> Hospital       |
| <input type="checkbox"/> Mental Health  | <input type="checkbox"/> Public Housing |
| <input checked="" type="checkbox"/> Other (specify) <u>Children's Advocacy Center</u> |   |

C. Private: Non-profit

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

D. Other: Describe \_\_\_\_\_

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

Victim advocacy services are provided to child victims and their non-offending family members by the Family Advocate, the Crisis Counselors, and other area advocacy programs. Those services include assistance with obtaining protective orders, legal advocacy, housing, public assistance, domestic violence intervention, and transportation. Community-based programs providing advocacy services include, but are not limited to: Courage Connection, Rape Advocacy, Counseling and Education Services (R.A.C.E.S.), and the Victim Advocacy Program of the Champaign County State's Attorney's Office. The CAC Family Advocate and the Crisis Counselors maintain information on community-based advocacy services and make that information available to clients receiving services from the Children's Advocacy Center.

All cases resulting in criminal charges receive services through the Victim Advocacy Program of the Champaign

County State's Attorney's Office. Advocates schedule meetings to familiarize the victim with the criminal court process in order to make court proceedings more understandable and less frightening to children and their families. These meetings can be held at the CAC and may also include tours of the courthouse facilities, including the courtroom where the child may be called upon to testify. Victim Advocates also accompany children and their families to hearings, providing support, advocacy and guidance throughout all consequent legal proceedings.

The State's Attorney's Victim Advocacy Program also identifies and refers victims to appropriate community-based services and develops and distributes informational brochures for use by crime victims.

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

3. Purpose of VOCA funds: (select one)

Start a new victim services project

Expand or Enhance an existing project not funded by VOCA in a previous year.

Continue a VOCA funded victim project funded in a previous year

Technology

4.

Crime Victim Assistance Funds Awarded: 50,338

Project Begin Date: 7/1/16

Grant Number: 215316

Project End Date: 6/30/17

5. These VOCA funds will primarily be used to: (check one)

Expand services into a new geographic area

Offer new types of services

Serve additional victim populations

Continue existing services to crime victims

Other (specify)

6. For this victims' services program indicate the number of VOCA funded paid staff, full-time equivalent\*\* (FTE) .59

\*\* FTE is the program full time equivalent total listed in Question 3a in the Summary of Program Section.

7. Volunteers used in any capacity throughout your agency should be counted and reported.

Does your organization use volunteers?

Yes – complete part A & B

No – complete the volunteer waiver certification included in the continuation packet.

A. How many Full-time Equivalent (FTE) volunteer staff are used by your agency as a whole, not just the VOCA funded program?

0.10

B. What activities do they perform?

This past year we hosted several interns from the University of Illinois at Urbana-Champaign. They assisted our Family Advocate, our Executive Director, and completed several standard clerical tasks.

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

ALL GENERAL CRIME

\$

OR

Child Abuse (includes child sex abuse)	\$ 50,338
Domestic violence	\$
Sexual assault	\$
Underserved	
DUI/DWI crashes	\$
Survivors of homicide victims	\$
Assault and/or Battery	\$
Adults molested as children	\$
Elder abuse	\$
Robbery	\$
Other violent crime (specify)	\$
<b>TOTAL (should match question #4.)</b>	<b>\$ 50,338</b>

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

Value of In Kind Match	\$ 0
Cash Match	\$ 12,585.00
Total	\$ 12,585.00

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

Other Federal funds (excluding these VOCA funds)	\$ 9,000
VOCA funds (award amount)	\$ 50,338
State	\$ 88,240
Local	\$ 56,580
Other	\$ 4,011

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

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Child Physical Abuse | <input type="checkbox"/> Adults molested as children                        |
| <input checked="" type="checkbox"/> Child Sexual Abuse   | <input type="checkbox"/> Survivors of homicide victims                      |
| <input type="checkbox"/> DUI/DWI Crashes                 | <input type="checkbox"/> Robbery  |
| <input type="checkbox"/> Domestic Violence               | <input type="checkbox"/> Assault  |
| <input type="checkbox"/> Adult Sexual Assault            | <input type="checkbox"/> Other Violent Crimes (specify)                     |
| <input type="checkbox"/> Elder Abuse                     | <input checked="" type="checkbox"/> Other (Specify) child witness to crimes |

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

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

\*Assistance in filling compensation claims is **MANDATORY**

## II. Summary of organization

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

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

The Children's Advocacy Center of Champaign County (CAC) coordinates a timely, comprehensive and multidisciplinary response to allegations of sexual assault and serious physical abuse of minors under age 18 who live in, have lived in, or who are currently located in Champaign County, in a safe, agency-neutral, child-focused setting. The CAC facilitates forensic interviews of children who may be victims of sexual assault or serious physical abuse, offers referrals for medical treatment and support services to children and their families, and assists with any consequent legal proceedings in order to protect and support victimized children and their families.

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

From its facilities at 201 W. Kenyon Road in Champaign, the Children's Advocacy Center of Champaign County provides a safe, agency-neutral space for the investigation and coordination of services for victims of child sexual abuse and serious physical abuse. These services are designed to facilitate joint investigations, reduce the trauma of repeated victim interviews, and initiate victim and family healing. While referrals to the CAC can come from any number of sources, investigations can only be initiated by law enforcement agencies and/or the Illinois Department of Children and Family Services. The Children's Advocacy Center is available 24 hours per day, 7 days per week in order to facilitate investigations and to initiate the service provision process. CAC staff can be reached by agency cell phone outside of normal business hours.

In addition to providing free and comprehensive case management and crisis counseling services, the Children's Advocacy Center assists in scheduling specialized medical evaluations; offers Girls' Empowerment Groups as staffing permits; maintains a comprehensive tracking system to receive and coordinate information concerning child sexual assault and serious physical abuse; coordinates monthly Multidisciplinary Team case review meetings and conducts other periodic reviews of open cases to ensure that victims and their families are receiving adequate support and appropriate community services; coordinates and facilitates local and regional peer review for professionals who conduct child forensic interviews; participates in and coordinates community education and prevention services; and facilitates and funds, whenever possible, specialized training for personnel from local law enforcement departments, child welfare agencies, and social service providers.

The victim services offered by the Children's Advocacy Center are coordinated by the Family Advocate and three Crisis Counselors, all of whom engage in VOCA-funded activities. While the child is being interviewed, the Family Advocate is charged with gathering information from parents/caregivers for a comprehensive child/family needs assessment.

Our CAC-Based Child Forensic Interviewer conducts child interviews at the request of investigators from law enforcement and child protective services. Providing a Child Forensic Interviewer at our Center allows the investigators to focus more intently on the content of the interview, rather than having to conduct the interview themselves. In addition, our Forensic

Interviewer is current on the most recent techniques and approaches in the field of child forensic interviewing.

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

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	2
Number of managerial staff	1
Number of administrative support staff	0

4. Does this program make a special effort to target any un-served or underserved populations?

- Yes – check all un-served/underserved populations being targeted  
 No – skip to Section III

- |  |  |
|--|--|
| <input type="checkbox"/> American Indian                         | <input type="checkbox"/> Lesbian, gay, bisexual, transgender |
| <input type="checkbox"/> Asian                                   | <input type="checkbox"/> People with disabilities            |
| <input type="checkbox"/> Black or African American               | <input type="checkbox"/> Limited English proficiency         |
| <input type="checkbox"/> Elderly                                 | <input type="checkbox"/> Mental health issues                |
| <input type="checkbox"/> Hispanic or Latino                      | <input type="checkbox"/> Substance abuse issues              |
| <input type="checkbox"/> Homeless or living in poverty           | <input type="checkbox"/> Rural areas                         |
| <input type="checkbox"/> Immigrants, refugees, or asylum seekers | <input checked="" type="checkbox"/> Children                 |
| <input type="checkbox"/> Other (specify): _____                  |  |

### III. Summary of Program

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

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

**Crisis Counseling:** This program provides child victims and their non-offending family members with immediate access to crisis counseling in order to reduce the severity of the crisis following a report of child sexual assault or serious physical abuse. VOCA-funded services are not provided to offenders. The Children's Advocacy Center currently contracts with three licensed therapists, one of whom is a native Spanish-speaker and can conduct therapy in Spanish, to provide crisis counseling services to our clients.

Crisis counseling provides victims with a sense of safety and security, allows them the chance for venting and validation, and gives them accurate information and preparation for the future. Crisis services include: crisis needs assessments for child victims and their non-offending family members, crisis counseling, emotional support, education, information and referral to other appropriate treatment if necessary. The Crisis Counselors also participate in Multidisciplinary Team case review meetings. In most cases, crisis counseling services are provided for the period of 8-12 weeks following the forensic interview, and may last longer if needed.

**Family Advocacy Services:** The Family Advocate provides comprehensive family advocacy services which include: conducting a child/family needs assessment with victims and a non-offending caregiver, identifying areas that are concerning or need follow-up, making appropriate referrals for these services, providing ongoing support and information, assessing progress in securing appropriate services, assisting with consequent legal proceedings, facilitating follow-up interviews, and participating in pre-and post-interview case debriefings and Multidisciplinary Team case review meetings.

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

The Executive Director oversees the daily operations of the Children's Advocacy Center and directs the administrative functions of the agency to ensure the provision of a coordinated, timely, comprehensive and multidisciplinary response to allegations of child sexual and serious physical abuse in a safe, agency-neutral, child-focused setting.

3. Staff

- a. Report staff by title. Include employees who are part-time and/or only partially funded with this grant as well as program funded consultants/contractors. Include employees who are funded with any required grant match. Report all FTEs in decimals, not percentages and report in terms of total time at the agency and time spent on the program.

Title of Staff Person	Agency Full Time Equivalent*	% time on VOCA funded program	Program Full Time Equivalent**
<i>Example: Advocate</i>	.50	100	.5
<i>Example: Counselor</i>	.75	50	.375

Family Advocate	1.0	.59	.59
	.0	0	0
	0	0	0
	0	0	0
TOTAL(should equal #6 in Section I Description of Organization)	1	N/A	.59

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

\*\* Program FTE is calculated by Agency FTE times the time on the program.

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

Crisis Counselors: Qualifications include a masters-level degree leading to licensure in Illinois, or Bachelor's of Social Work and three years of experience counseling children who have been sexually abused. Masters-level training is preferred. Additional qualifications include:

- The ability to communicate orally and in writing;
- Experience working with children and families in crisis, preferably those who have been impacted by sexual or serious physical abuse;
- 40 hours of specialized, trauma-focused mental health training, within the first six (6) months of association with the Children's Advocacy Center, or demonstration of relevant experience prior to association;
- Ongoing education in the field of child abuse consisting of a minimum of eight (8) contact hours per year;
- Experience collaborating with local service providers; and
- Any required licensure.

Family Advocate: Qualifications include a Bachelor's degree from a four-year college or university with a major in social work or a related field. Previous experience working in human services and/or criminal justice is preferred, as is experience working with abused children..

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

### **Victims Compensation Program**

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

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

The Children's Advocacy Center of Champaign County displays on the conference room wall a poster explaining financial assistance for victims of violent crime. The poster, obtained from the Office of the Attorney General, is visible to all families visiting the Children's Advocacy Center and includes a toll free telephone number for the Crime Victims Services Division of the Illinois Attorney General's Office. As part of the parent pack given during our

intake process, the Family Advocate also provides parents with Fact Sheets about Crime Victims Compensation, including answers to frequently asked questions by sexual assault and sexual abuse victims.

In addition, the Family Advocate provides families with applications for financial assistance available through the Crime Victims Compensation Fund, and assists families with completing and filing those applications.

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

#### IV. Statement of Problem

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

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

2009-2011

Type of crime: Crimes Against Children			Type of crime:			Type of crime:		
2009	2010	2011	2009	2010	2011	2009	2010	2011
884	774	649						

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

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

**Crisis Counseling:** The problem identified by the non-offending parents/caregivers of our young victims is the lack of immediate, low- or no-cost short-term counseling services designed to address the needs of child victims following a report of child sexual or serious physical abuse. This problem is acutely evident given the reduced services of local mental health agencies associated with our state's current budget stalemate. We find that those services are limited or non-existent; some local agencies have ceased to accept any new clients.

The crisis counseling program allows us to eliminate this gap in services by providing a qualified, trained specialist offering individualized crisis counseling services to child victims and their non-offending family members. The period following the report of child sexual abuse often turns lives upside down; along with the emotional impact, there can be tangible challenges such as sudden homelessness, loss of income, sudden need for day care, large medical bills.

Even for those clients who possess adequate financial resources to pay for counseling services, those services are not always immediately available.

Making crisis counseling available immediately and at no cost to clients is critical to meeting our goal of initiating victim and family healing as soon as possible. Without the crisis counseling program, many of our clients would not have received the services or would have experienced a lengthy delay before the onset of services.

**Family Advocacy Services:** The CAC Family Advocate is a professional advocate for child victims and their non-offending family members, helping them to wade through the often overwhelming and complicated legal and social service systems. The fact that CAC clients can count on a supportive and knowledgeable staffer to facilitate interviews, and the assurance that clients will receive appropriate follow-up services is crucial to the continued support of the CAC by its partners on the Multidisciplinary Team and in the community. Anecdotal information gathered through periodic surveys of CAC clients and Team members indicates a continuing high level of satisfaction with the services provided by the CAC and its staff.

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

One of our VOCA-funded clinicians, submitted the following case anecdote:

I am providing services to a 13-year-old girl who was sexually abused by her step-father for several years in another state. Her mother may have been complicit in the molestation.

Her biological father--with whom she has had infrequent contact most of her life-- now has full custody.

Sessions have been held individually and jointly. With the girl, sessions have addressed the abuses she experienced; the dynamics in her mother's household which "allowed" the abuse as well as her earlier experience of being sexually abused by her step-brother; her feelings of missing her mother, brother and even her step-father (all alleged perpetrators of sexual abuse on her); her current mistrust of all men; her transition to a new small-town school; her adjustment to new school social relationships, and her expression and experience of emotions.

Since this case was referred not quite a year ago, there has been significant progress in all areas. The girl is better able to identify and share her emotional experiences (both to this therapist and directly to her father), family communication has improved, both parties' sense of safety is improved and both seem to have a better understanding of the dynamics of sexual abuse.

With the father, sessions have addressed his reaction to his daughter's abuse—both by her step-father and by her step-brother; Dad's adjustment to being a full-time father; his frustration with the court system and with the out-of-state criminal justice system. The Dad was also worried about family finances, especially about providing suitable counseling for his severely abused daughter.

Given the circumstances of the crime, and the dynamics of the new situation, this is a case that will require long-term treatment. The alleged perpetrator was the holder of this girl's health

insurance and refused to let the daughter's counseling be covered. With the permission of ICJIA, we will extend eligibility for free crisis counseling for this family well beyond the common 8-12 weeks of crisis counseling. It will be a life-saving experience for this young person and her father.

## V. Goals and Objectives

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

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

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

All crime victims

Children

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

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

(Objective) Service Provided	Number identified from prior performance period.	Number of clients that actually received this service.*	Objective met?*	Number for upcoming performance period.
a. Crisis Counseling	55	est 46	N	45
b. Follow Up Contact	450	est 346	N	345
c. Therapy				
d. Group Treatment				
e. Crisis Hotline Counseling				
f. Shelter/Safe House				
g. Information and Referral (In person)				150
h. Criminal Justice Support / Advocacy				
i. Emergency Financial Assistance				
j. Emergency Legal Advocacy				
k. Personal Advocacy	200	est 222	N	220
l. Telephone Contacts (Information and Referral)	150	143	N	140
m. Other (specify):				
n. Other (specify):				

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

Although our numbers of young clients have been running at 20% above historical levels, we have had a dip in the length of time children and youth remain engaged in services, mostly due to earlier disposition of the criminal justice side of our work--offenders pleading guilty rather than going

through the lengthier process of a jury trial. Because the children and families conclude services earlier, they do not need as many contacts/services from our CAC Family Advocate. In addition, we find that in these days of almost universal use of cell phones rather than the old home landline, people are less likely to pick up the phone from an unfamiliar number, and it is our impression that they rarely listen to voice mail messages from people they do not know. So we are not sure if the families are aware of our follow-up efforts. During the initial visit, we stress to the parent/caregiver that even if they do not utilize services immediately, they are always welcome to re-engage in the future if the child and family has a need related to being a crime victim.

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

Although we consider our program a success if all we do is allow the child to tell their story in a safe place, we understand that it is important to be evaluative about new or amended services. Beginning in the fall of 2015, we began a complete review of our mental health program for victims and non-offending family members. Up until this review, our only mental health service option was to offer the 8-12 weeks of VOCA-funded crisis counseling according to the ICJIA guidelines as we understood them at the time. (It is our understanding that the 12 week limit has since been removed.) After the review, we instituted two new components to our mental health service options: one is a partnership with the clinical psychology training program at the University of Illinois, Urbana-Champaign, while the other is our Safe Harbor program, which uses private dollars to pay for child abuse counseling services.

The University of Illinois' clinical psychology program has offered to provide to any of our CAC children or youth a free clinical trauma assessment, and for those who exhibit trauma symptoms, they will provide a free course of Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), lasting from 16-20 weeks. This evidence-based treatment has been shown to significantly reduce trauma symptoms and to promote healing and a return to well-being over the long term. Services are provided by doctoral students in the clinical psychology program and are supervised by a clinical psychologist experienced in working with children in a CAC setting. Services are offered at the CAC one night a week, and on campus afternoons and early evening.

The new Safe Harbor program raises private dollars to fund free, immediate crisis counseling to children who do not qualify for VOCA-funded counseling, and for whom the U. of Illinois counseling is not an appropriate therapeutic option. Through Safe Harbor, we can offer counseling in the child's hometown of Rantoul where there are some experienced child counselors who were not in business when our VOCA RFP was conducted in 2012; this saves the family the 45 minute round-trip drive to see Champaign-Urbana counselors, plus the gas money for the trip. We have also expanded our partnership with ABC Counseling--a mentioned non-profit specializing in counseling those affected by sexual abuse, and has the capacity to get our young clients into counseling quickly if our VOCA-funded contractual clinicians do not have immediate openings.

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

The major barrier, evident since the first months of 2016, is the sudden decrease in community resources due to the state budget impasse. Although we can offer free and immediate crisis counseling using our VOCA dollars, our hands are tied in so many other areas of need. In our community, due to the lack of state funding, psychiatry time is at an absolute premium, and the only agency which accepts Medicaid has ceased adding names to their wait list. Our local Rape Crisis agency had to reduce services to a skeleton; the opening of a new shelter for homeless families with children has been delayed. Domestic violence services, drug rehabilitation, and child care/summer camps for low-income families are all threatened. Having a dedicated CAC Family Advocate willing to help children and families through advocacy is only as effective as the available resources. In our community, and across Illinois, the options are decreasing with each passing week.

The other ongoing concern is that the county directly north of us (Ford County) has no CAC

coverage; children who need to be interviewed regarding allegations of sexual abuse often are questioned in the sheriff's office or city police department, and there is no follow-up case management or counseling services for these victimized children and youth. Not long ago, a mother whose daughter has been severely affected by intra-familial sexual abuse called me looking for help. She lives in Ford County, just north of Champaign County line. She cannot afford counseling for her daughter, and was dismayed to hear that we could not help her with counseling because of her county of residence. Last month I formally submitted a request to DCFS for funding to cover Ford County with CAC services. Although DCFS Director Shelden has prioritized CAC coverage for every un-served Illinois county, there is no word on when a decision about Ford County coverage (and funding) might come down. For the sake of Ford County children and families, we hope it is soon.

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

As noted above, technology innovations have greatly impacted how Americans communicate. As social service providers, we need to move with the times and communicate with our clients in the modes most comfortable and convenient for them. This will require a re-thinking of standard methods of follow-up and outreach, i.e. how can we effectively communicate while also preserving confidentiality and being sensitive to family privacy. Other Illinois CAC are encountering similar issues, and we hope to brainstorm as a group to seek creative and innovative solutions which will benefit our clients.

## VI. Program Implementation

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

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

**Crisis Counseling:** Counselors assigned to this project will ensure that child victims and their non-offending family members or significant others receive immediate, short-term counseling and support to reduce the severity of the crisis. The Crisis Counselors will provide the victims and their families with the following: needs assessment, short-term crisis counseling designed to address the immediate effects of the crisis, emotional support, psycho-educational information on behaviors and reaction to victimization, and strategies for appropriate parental intervention and support. In most cases, crisis counseling services will be provided for a period of approximately 8-12 weeks following the forensic interview. We have been informed that VOCA dollars may be used for longer term counseling if the child or family member needs it.

Crisis counseling services benefit the target population by ensuring that children and their families can begin the healing and recovery process without delay.

**Family Advocacy Services:** In the spring of 2016, the CAC of Champaign County changed the job title of the staffer who works most closely with the families from Case Manager to Family Advocate. This was done to more closely align ourselves with the national CAC model and terminology promoted by our accrediting agency, the National Children's Alliance.

The CAC Family Advocate provides comprehensive advocacy/case management services which include the following: conducting a child and family needs assessment, identifying areas of concern, making appropriate referrals for needed services, identifying community resources for victims and families, providing ongoing support, assessing progress in securing appropriate services, assisting with consequent legal proceedings, facilitating follow up-interviews, and participating in pre- and post-interview case debriefings and Multidisciplinary Team Case Review meetings.

By working with local service providers to facilitate investigations, making medical and social service referrals, and assisting with consequent legal proceedings, the Family Advocate helps to support child victims of sexual and serious physical abuse and their non-offending family members. The CAC Family Advocate serves as a single point of contact for clients as they attempt to navigate the oftentimes confusing legal and social service systems and ensures that children and families receive the critical help they need as soon as possible.

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

Regarding closures of local agencies and services due to the state budget impasse, there is not much that can be done locally--it is in the hands of the politicians in Springfield.

Regarding CAC coverage for Ford County, I submitted a proposal to DCFS in late May. We are awaiting word from DCFS about whether such coverage will be funded.

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

Given that we have a new Family Advocate beginning work in June of this year, there will be several specific training needs. Although the new Advocate has years of experience working with children and families, she is not well-versed in the specific needs of victims of child sexual abuse. She will attend trainings for CAC Advocates held semi-annually in Springfield, and I have set aside funding so she can attend the Midwest conference on Child Sexual Abuse held each October in Madison, WI.

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

See above. I have set aside funding to train her in these areas.

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

No. VOCA funds are the only support for our counseling services, and are a major support for our Family Advocate position. We have not identified an alternate source of funding.

## VII. Implementation Schedule

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

<b>Activity</b>	<b>Month Begun</b>	<b>Month Completed</b>	<b>Personnel Responsible</b>	<b>Frequency</b>
<i>Example: Distribute Brochures</i>	<i>Month 1</i>	<i>Ongoing</i>	<i>Volunteers</i>	<i>As needed</i>
<i>Example: Hire Medical Advocate</i>	<i>Month 1</i>	<i>Month 2</i>	<i>Coordinator</i>	<i>N/A</i>
<i>Example: Provide Support Groups</i>	<i>Month 2</i>	<i>Month 12</i>	<i>Advocate</i>	<i>Weekly</i>
Provide Crisis Counseling services	Month 1	Ongoing	Crisis counselor	As needed
Provide Crisis Counseling in Spanish	Month 1	Ongoing	Spanish-speaking Crisis counselor	As needed
Provide Information and Referral (in-person)	Month 1	Ongoing	Family Advocate	As needed
Provide Personal Advocacy	Month 1	Ongoing	Family Advocate	As needed
Provide Telephone Information and Referral Services	Month 1	Ongoing	Family Advocate	As needed
Continue to seek funding to provide CAC services to children and families from Ford County, IL	Month 1	Month 12	Executive Director	As needed

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

**Implementing Agency:** Children's Advocacy Center of Champaign County  
**Agreement #:** 215316

	<u>SOURCE</u>	<u>AMOUNT</u>	<u>Budget Amount</u>
<b>Federal Amount:</b>	Grant Fund: VOCA FFY: 15	\$50,338	\$50,337.73
	<b>Subtotal:</b>	\$50,338	\$50,337.73
<b>Match:</b>	Children's Advocacy Center of Champaign County	\$12,585	\$12,585.00
	<b>Subtotal:</b>	\$12,585	\$12,585.00
<b>Over Match:</b>	Children's Advocacy Center of Champaign County	\$0	\$0.00
	<b>Subtotal:</b>	\$0	\$0.00
	<b>GRAND TOTAL</b>	<b>\$62,923</b>	<b>\$62,922.73</b>

## Budget &amp; Budget Narrative

Children's Advocacy Center of Champaign County

Agreement#

215316

<b>PERSONNEL SERVICES</b> <u>Job Title</u>	<u>Annual Salary</u>	<u># Months On Program</u>	<u>% Time On Program</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
CAC Family Advocate	\$ 35,000.00	12	59%	\$ 8,000.00	\$ 12,585.00	\$ 20,585.00
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
<b>Total FTE for use on Fringe Benefit Worksheet</b>			<b>0.59</b>	\$ -	\$ -	\$ -
			<b>Total Salary</b>	\$ 8,000.00	\$ 12,585.00	\$ 20,585.00
<b>Fringe Benefits (Use figure from Fringe Benefit Worksheet)</b>				\$ -	\$ -	\$ -
<b>TOTAL PERSONNEL SERVICES</b>				\$ 8,000.00	\$ 12,585.00	\$ 20,585.00

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

(See Attached Budget Instructions)

The CAC Family Advocate's salary for the period 7/1/16 through 6/30/17 is \$35,000. The portion of the Family Advocate's salary paid for by ICJIA funds is \$8,000, while the match funds are \$12,585, for a total of \$20,585. The remainder of the Family Advocate's salary is provided by the IL Department of Children and Family Family Services and by the Champaign County Mental Health Board.

The CAC Family Advocate provides comprehensive family advocacy services which include: conducting a child/family needs assessment with victims and a non-offending caregiver, identifying areas that are concerning or need follow-up, making appropriate referrals for these services, providing ongoing support and information, assessing progress in securing appropriate services, assisting with consequent legal proceedings, facilitating follow-up interviews, and participating in pre-and post-interview case debriefings and Multidisciplinary Team case review meetings.

Budget & Budget Narrative

Children's Advocacy Center of Champaign County

Agreement#

215316

<u>EQUIPMENT</u> <u>Item</u>	<u>Cost per Unit</u>	<u># of Units</u>	<u>Pro-rated</u> <u>Share</u>	<u>Federal</u> <u>Amount</u>	<u>Match</u> <u>Contribution</u>	<u>Total Cost</u>
None.	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -

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

<b>TOTAL EQUIPMENT COST</b>	\$ -	\$ -	\$ -
-----------------------------	------	------	------

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

(See Attached Budget Instructions)

<b>COMMODITIES</b> <u>Item</u>	<u>Cost / Month</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
None.	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>			\$ -	\$ -	\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
 (See Attached Budget Instructions)

Budget & Budget Narrative

Children's Advocacy Center of Champaign County

Agreement#

215316

<b>TRAVEL</b> <u>None.</u>	<u>Cost/Mile</u>	<u># of Miles/mo</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Conference Travel**	<u>Cost/ person</u>	<u># of people</u>	<u># of days</u>	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.56/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
<b>TOTAL TRAVEL COST</b>				\$ -	\$ -	\$ -

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

(See Attached Budget Instructions)

## Budget &amp; Budget Narrative

Children's Advocacy Center of Champaign County

Agreement#

215316

<b>CONTRACTUAL</b>	<u>Cost/month</u>	<u>Dollar/hour</u>	<u># of hours per month</u>	<u>Pro-rated Share</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Crisis Counselors (3) Direct Service		\$ 119.88	<u>26.048</u>		\$ 37,471.61	\$ -	\$ 37,471.61
Crisis Counselors (3) Attendance at		\$ 77.24	<u>5.25</u>		\$ 4,866.12	\$ -	\$ 4,866.12
Multi-Disciplinary Team Meetings		\$ -			\$ -	\$ -	\$ -
<b>TOTAL CONTRACTUAL COST</b>					<b>\$ 42,337.73</b>	<b>\$ -</b>	<b>\$ 42,337.73</b>

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

(See Attached Budget Instructions)

The Children's Advocacy Center of Champaign County (CAC) will contract with three licensed therapists to provide crisis counseling and support services to children referred to the CAC, and their non-offending family members. One counselor can conduct therapy in Spanish.

Direct services will be billed at the rate of \$119.88/hour. Attendance at MDT Case Review and other staffings will be billed at the rate of \$77.24/hour. We estimate that the counselors will spend a combined 26.048 hours/month providing direct services, and 5.25 hours/month attending case review meetings. Totals have not rounded.

<b>GRAND TOTAL</b>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
<b>PERSONNEL SERVICES</b>	\$ 8,000.00	\$ 12,585.00	\$ 20,585.00
<b>EQUIPMENT</b>	\$ -	\$ -	\$ -
<b>COMMODITIES</b>	\$ -	\$ -	\$ -
<b>TRAVEL</b>	\$ -	\$ -	\$ -
<b>CONTRACTUAL</b>	\$ 42,337.73	\$ -	\$ 42,337.73
<b>TOTAL COST</b>	\$ 50,337.73	\$ 12,585.00	\$ 62,922.73

All procurements must be competitive

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cell C-12 and D-12).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$0</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits . (Please use figure from cell F-11 of Budget Detail)*	
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$0</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$0</b>

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

**Levy/Rate Projection - FY2017**

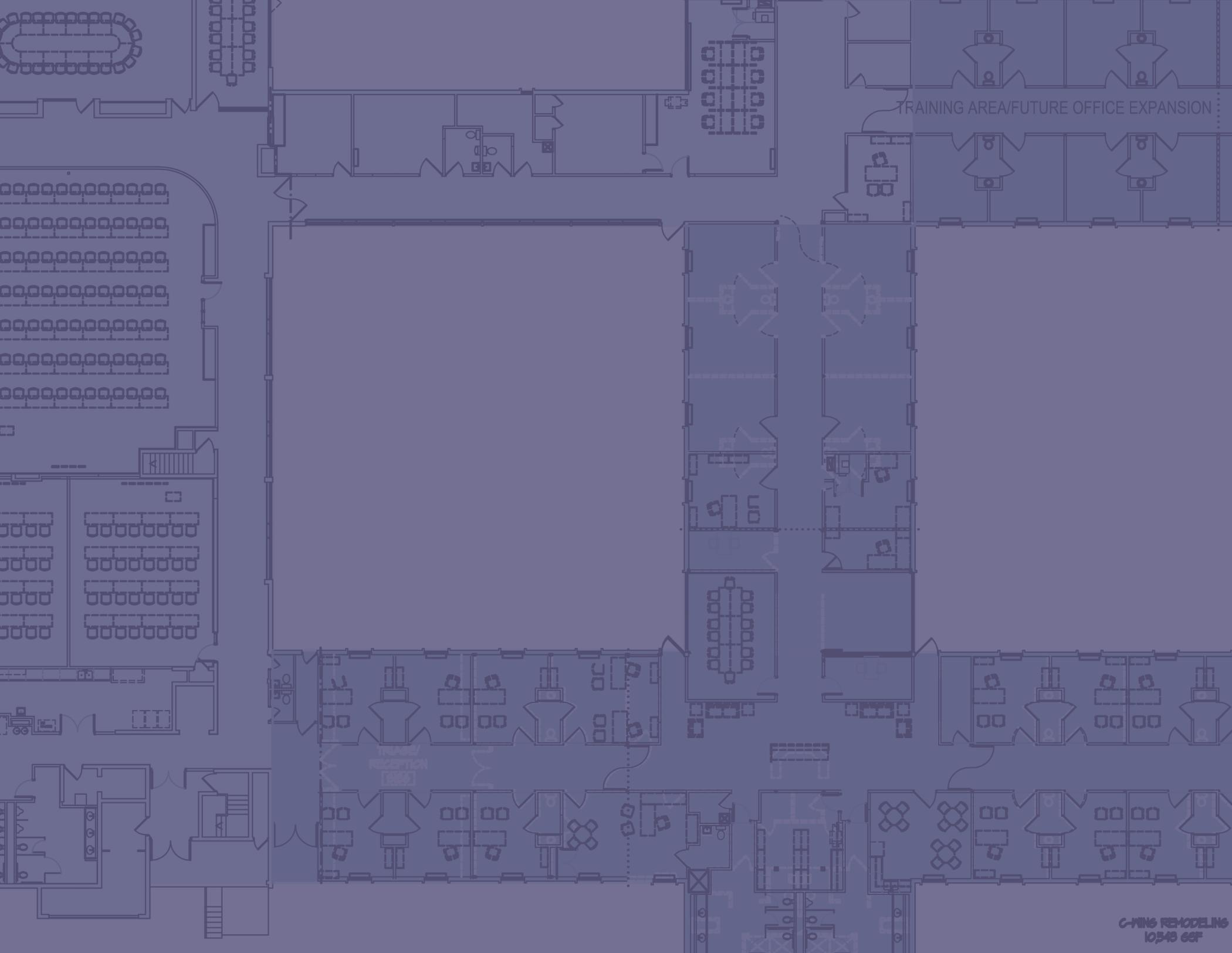
Based on Estimated 2016  
Equalized Assessed Valuation  
EAV % Change from 2015

<b>\$ 3,762,866,676</b>
4.51%

	<b>RY15 Extended Levy</b>	<b>RY15 Rate</b>	<b>Projected RY16 Levy</b>	<b>Projected RY16 Rate</b>	<b>FY 2017 Property Tax Increase</b>	<b>RATE LIMIT</b>	<b>% Increase-Levy</b>						
<b>General Corp</b>	\$ 9,761,268.32	0.2711	\$ 10,394,251	0.2827	\$ 632,982.68		6.48%						
<b>IMRF</b>	\$ 2,902,096.00	0.0806	\$ 2,684,443	0.0730	\$ (217,653.00)		-7.50%						
<b>Social Security</b>	\$ 1,623,877.54	0.0451	\$ 1,655,757	0.0450	\$ 31,879.46		1.96%						
<b>Highway</b>	\$ 2,311,595.08	0.0642	\$ 2,382,022	0.0633	\$ 70,426.67	0.2000	3.05%						
<b>County Bridge</b>	\$ 1,159,398.15	0.0322	\$ 1,194,721	0.0318	\$ 35,323.04	0.2500	3.05%						
<b>Liability Insurance</b>	\$ 1,505,057.23	0.0418	\$ 1,550,911	0.0412	\$ 45,854.13		3.05%						
<b>Highway Fed Match</b>	\$ 93,616.00	0.0026	\$ 96,468	0.0026	\$ 2,852.17	0.0500	3.05%						
<b>Extension Education</b>	\$ 421,272.00	0.0117	\$ 422,183	0.0115	\$ 911.00	0.0500	0.22%						
<b>Nursing Home</b>	\$ 1,173,800.62	0.0326	\$ 1,209,562	0.0321	\$ 35,761.83	0.1000	3.05%						
<b>Health</b>	\$ 1,098,187.69	0.0305	\$ 1,131,646	0.0301	\$ 33,458.15	0.1000	3.05%						
<b>TOTAL</b>	<b>\$ 22,050,168.63</b>	<b>0.6124</b>	<b>\$ 22,721,964.76</b>	<b>0.6132</b>	<b>\$ 671,796.13</b>		<b>3.05%</b>						
<b>Mental Health</b>	\$ 4,313,537.23	0.1198	\$ 4,444,352	0.1174	\$ 130,815.01	0.1500	3.03%						
<b>Nursing Home Bonds</b>	\$ 1,440,246.16	0.0400	\$ 1,440,575	0.0392	\$ 328.84		0.02%						
<b>377 Board Levy</b>	\$ 3,600,615.39	0.1000	\$ 3,709,810	0.0980	\$ 109,194.50	0.1000	3.03%						
<b>TOTAL COUNTY LEVY</b>	<b>\$ 31,404,567.41</b>	<b>0.8722</b>	<b>\$ 32,316,701.88</b>	<b>0.8678</b>	<b>\$ 912,134.47</b>		<b>2.90%</b>						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;"><b>2015 Assessed Valuation</b></td> <td style="width:40%;"><b>Increase in Total Levy 2015 to 2016</b></td> <td style="width:20%;"><b>2.90%</b></td> </tr> <tr> <td><b>\$ 3,600,615,388</b></td> <td><b>Decrease in Total Rate 2015 to 2016</b></td> <td><b>-0.50%</b></td> </tr> </table>								<b>2015 Assessed Valuation</b>	<b>Increase in Total Levy 2015 to 2016</b>	<b>2.90%</b>	<b>\$ 3,600,615,388</b>	<b>Decrease in Total Rate 2015 to 2016</b>	<b>-0.50%</b>
<b>2015 Assessed Valuation</b>	<b>Increase in Total Levy 2015 to 2016</b>	<b>2.90%</b>											
<b>\$ 3,600,615,388</b>	<b>Decrease in Total Rate 2015 to 2016</b>	<b>-0.50%</b>											
<p><i>Prepared by Tami Ogden, Deputy County Administrator/Finance</i></p>													

# Champaign County Facilities Action Plan

Revision A  
August 27, 2016



TRAINING AREA/FUTURE OFFICE EXPANSION

RECEPTION  
MEETING

CHAMPAIGN COUNTY GOVERNMENT is tasked with the execution of many critical public responsibilities such as election operations, record keeping, judicial and law enforcement services, regional coordination, tax collection and disbursement, grant administration, and social services including public health and care for children and the elderly. Performance of these administrative, intergovernmental, and social service functions requires utilization of both human and capital resources. The county must invest heavily in both brick and mortar facilities and information systems technology in order to achieve its policy objectives and comply with statutory obligations. County investment in its portfolio of courthouses, office buildings, jails, records storage, and nursing homes exceeds \$160 million. In order to fulfill its mission, Champaign County relies on these facilities as the tools essential for effective delivery of public services.

This report will examine the infrastructure of Champaign County Government through a study of its facilities and current and expected capital requirements. A look at past history indicates that these needs have not received sufficient allocations of resources to properly maintain the infrastructure. The intent of this document is to provide guidance on the prioritization and timeline of necessary projects and

the anticipated financial commitments to remedy deficiencies in these critical facilities.

## Facilities Plan

Champaign County is facing serious difficulties in the ongoing maintenance of its facilities. Since the 1990s, building maintenance needs have not been properly funded, resulting in a long list of deferred maintenance projects. Reduced revenue due to economic challenges as well as property tax caps, and the failure to adhere to preventive maintenance practices together have had a detrimental impact on facility conditions. Furthermore, a number of buildings, structures and technology infrastructure have either deteriorated to a level where their longevity has greatly decreased or have become functionally obsolete, and will require replacement.

In response to these needs, the county has developed an action plan based on the documented facility problems to establish a strategy to address and fund needs, with an approximate timeline for completing demolition, maintenance, repair, replacement, and construction projects.

## Goals and Strategy

The county delivers services to residents and visitors primarily through use of its

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*Property tax caps (PTELL) have had a detrimental impact on county finances, particularly in the area of maintenance.*

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*The plan will reduce managed space by about 250,000 square feet, or 27% of total building floor space.*

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*Champaign County would be debt-free by the end of 2028.*

---

twenty-two facilities and its technology infrastructure. County assets include the Courthouse, Brookens Administrative Center, Champaign County Nursing Home, and the Sheriff's Office. Altogether, county facilities and infrastructure represent an investment of over \$160 million and includes 840,000 square feet of space under management. Our plan seeks to achieve the following goals:

- Address critical infrastructure problems
- Restore buildings to maintainable condition
- Fulfill unmet human service needs
- Reduce maintained space by 27% (about 250,000 square feet)
- County debt-free by 2028

The facility needs identified in the assessment cannot be addressed exclusively through the commitment of currently available revenues. Presently, the county is only able to allocate between \$500,000 to \$600,000 annually for maintenance, which is woefully inadequate; using the standard formula discussed in the assessment, the current replacement value of county facilities dictates an average expenditure level closer to \$3 million annually for this work. Clearly, some additional funding source will be required to fully implement recommended

maintenance and replacement projects.

Furthermore, existing county debt service is projected to decline beginning in 2025, and all extant bonds should be retired by the end of 2028. At that time, the county would be debt-free and revenues previously dedicated to satisfying debt service would become available for possible reallocation to programs or to reduce property tax levies. Additional facility needs that were previously unforeseen could also be funded through the released revenue streams.

This implies that we should pursue a medium-term plan for facilities provisioning that establishes a bridge to the future and avoids excessively large investments that may not provide value in the future. Changing demographics suggest that capital expenditures in facilities should be made with a conservative philosophy. Where possible, flexibility should be sought to accommodate evolving needs that may not be readily apparent at the present time. Therefore, the best course may be to prioritize those projects offering the greatest return on investment over the next 12 years.

In order to maximize available funding, the following principles should guide selection and prioritization of facilities projects:

- Reduce space utilization by consolidation or elimination of

- inefficient or underutilized offices;
- Construct, renovate, or remodel facilities only to the extent that is absolutely necessary to serve current requirements; and
- Address deferred maintenance issues in existing facilities to prevent further deterioration of physical plant.

## Facilities Assessment

In 2015, Champaign County undertook a comprehensive assessment of current facility conditions. The study conducted by the architectural firm Bailey Edward targeted the following objectives:

- Perform a full assessment of the current condition of county buildings;
- Provide an inventory database of current and short term maintenance, repair, and replacement needs;
- Identify deferred maintenance needs;
- Determine a Facilities Condition Index (FCI) to establish the relative condition of each building as compared to a national benchmark;
- Provide a basis for decision making regarding maintenance, renewal, and functional improvements on existing facilities;

- Determine the overall estimated annual cost needed to keep buildings maintained.

For the purposes of evaluating building conditions, the consultants used the following scale:

- FCI is less than 5%: Building is in “GOOD” condition and typically represents a newer building requiring little more than routine maintenance;
- FCI is between 5 and 10%: Building is in “FAIR” condition, representing a slightly older building and requiring more substantial maintenance;
- FCI is greater than 10%: Building is in “POOR” condition with significant deficiencies requiring major repairs or replacements.

The consulting team made on-site surveys of facilities, and reviewed building drawings and maintenance records. This information was organized and categorized using nationally accepted practices as recommended by the Association of Physical Plant Administrators (APPA). The resulting 300-page report offers an excellent resource for understanding current conditions and offers a roadmap to remediating the deferred maintenance issues.

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*County needs about \$3 million annually for maintenance, but only has about \$500,000 available.*

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*Flashing repairs needed around courthouse windows.*

## Key Findings and Data

- Overall countywide current replacement value (CRV), or the estimated cost to replace existing facilities, is \$150,864,177. This amount excludes the original portion of the ILEAS Building (expected to be demolished in the future), ILEAS Boiler House (unused), and the downtown Sheriff's Office/ Correctional Center.
- The CRV for county-wide facilities implies that annual maintenance investments should average about \$3 million. Currently, the county allocates \$532,000 annually or less than 18% of the expected cost for maintenance.
- The average Facilities Condition Index of the facility portfolio is 6.3% (Fair). However, several facilities have significant deferred maintenance backlogs that will require funding well above routine expenditures.
- The projected annual cost to keep the FCI at the current level is \$4,525,895, which is 3% of the CRV. We note that this dollar figure is simply a guideline and is not necessarily indicative of the actual required investment.

# Proposed Projects

## Deferred Maintenance Backlog

The county has an extensive backlog of deferred maintenance projects as mentioned earlier. Using the data from the facilities assessment, our staff has assembled a ten-year plan to bring all facilities to a level where they can be maintained with routine expenditures. The ten-year cost of these projects is estimated at \$22 million not including remedial work for the downtown law enforcement building. It also excludes deferred maintenance at the Brookens Administrative Center, which could be eliminated if the county relocates out of the building. A substantial portion of these costs could be avoided depending upon implementation of the foregoing recommended projects.

*Nursing Home.* Constructed in the mid-2000s, the Champaign County Nursing Home has been plagued by a number of poor design and construction decisions, which resulted in litigation against the architectural and engineering firm and arbitration with the contractor who were both responsible for the building. One of the decisions still impacting operations is the placement of the boiler plant in an



*Nursing home return air handlers require replacement.*

inaccessible location, making service and replacement very difficult. Furthermore, the placement of the boiler air intakes adjacent to the laundry dryer vents has resulted in ingestion of lint, dramatically shortening the life of the boiler systems. The county has corrected the cause of this problem but unfortunately, the boilers will require early replacement. The \$380,000 cost is included

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*Deferred maintenance bill exceeds \$22 million.*

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*The Brookens Administrative Center is very large relative to the number of employees housed there. Downsizing would reduce operating expenses and eliminate nearly \$5 million in deferred maintenance projects over the next 10 years.*

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in the overall estimate of nearly \$2 million for maintenance and repair projects. Other projects include the replacement of fire and door alarms (\$183,000); rainwater mitigation and drainage (\$135,000); water heaters (\$105,000); chiller and air handling unit repairs (\$77,000); call button replacement (\$82,200); and replacement of the surveillance video monitoring system (\$90,000).

**Satellite Corrections.** The county built this facility in 1996 to provide expanded housing for corrections services and the flexibility to accommodate future expansion if needed. This 57,000 square foot building contains the county's booking desk and houses up to 182 inmates. There is an extensive list of maintenance needs totaling \$3,645,000. This list includes replacement of the 20-year old ballasted roof (\$800,000); replacement of the door security system including voice/data/video technology (\$500,000); digital control installation (\$300,000); replacement of four air handling units (\$450,000); and generator replacement (\$250,000).

**Brookens Administrative Center.** Formerly a middle school, the county acquired and remodeled this 93,000 square foot building in 1999. It houses the offices of the County Clerk, Treasurer, Auditor, Recorder, Supervisor of Assessments, Board of Review, and the Administrative Services



*Damage in lightwell at Satellite Corrections facility.*

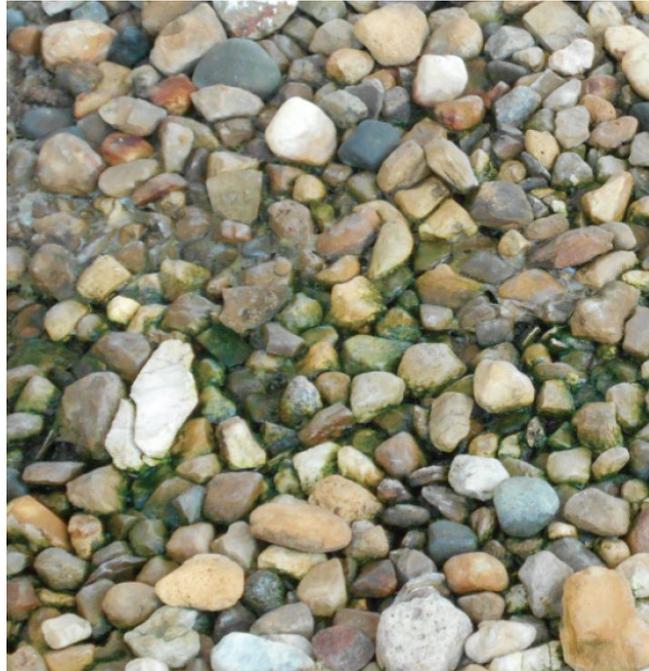
Department. In addition, space is leased to the Regional Planning Commission, the Mental Health Board, the Attorney General, and the Urbana Park District. This 46-year old building has not been well maintained and its construction grade is sub-par relative to other county buildings of a similar age. The deferred maintenance list totals \$4.95 million and includes extensive roof replacement and building envelope repairs (\$2.1 million); digital control installation and replacement of air handling units (\$500,000); and parking lot replacements (\$780,000).

**ILEAS Building.** This large building is comprised of two sections: the original 105,000 square foot county nursing home, and the 1971 annex that added 95,000 SF. The building is currently leased by the

Illinois Law Enforcement Alarm System, a training and education organization serving the needs of police agencies in Illinois and the Midwest. The annex was partially renovated in 2008 for ILEAS. Maintenance projects include replacement of 40-year old boilers (\$250,000); repointing of exterior masonry and replacement of all sealants (\$950,000); roof replacement (\$1,200,000); replacement of three air handling units (\$350,000). Total estimated cost is \$3,210,000.

The original 1916 portion of the ILEAS building is used solely for the conduct of tactical training exercises and is not otherwise occupied. Its poor condition and extensive rehabilitation requirements render this portion of the building as unsuitable for renovation and should be demolished.

*County Courthouse and Annex.* The original courthouse was constructed in 1901 and features the soaring bell towers that are iconic of our county government. In 2002, this building received extensive renovation in conjunction with the erection of the modern courthouse annex. This complex of over 146,000 square feet serves as the judicial administration center, with courtrooms and office space for judges, Circuit Clerk, State's Attorney, Public Defender, and Court Services and Probation. Projects include roof



*Standing water, moss, and plants growing in Courthouse Annex roof.*

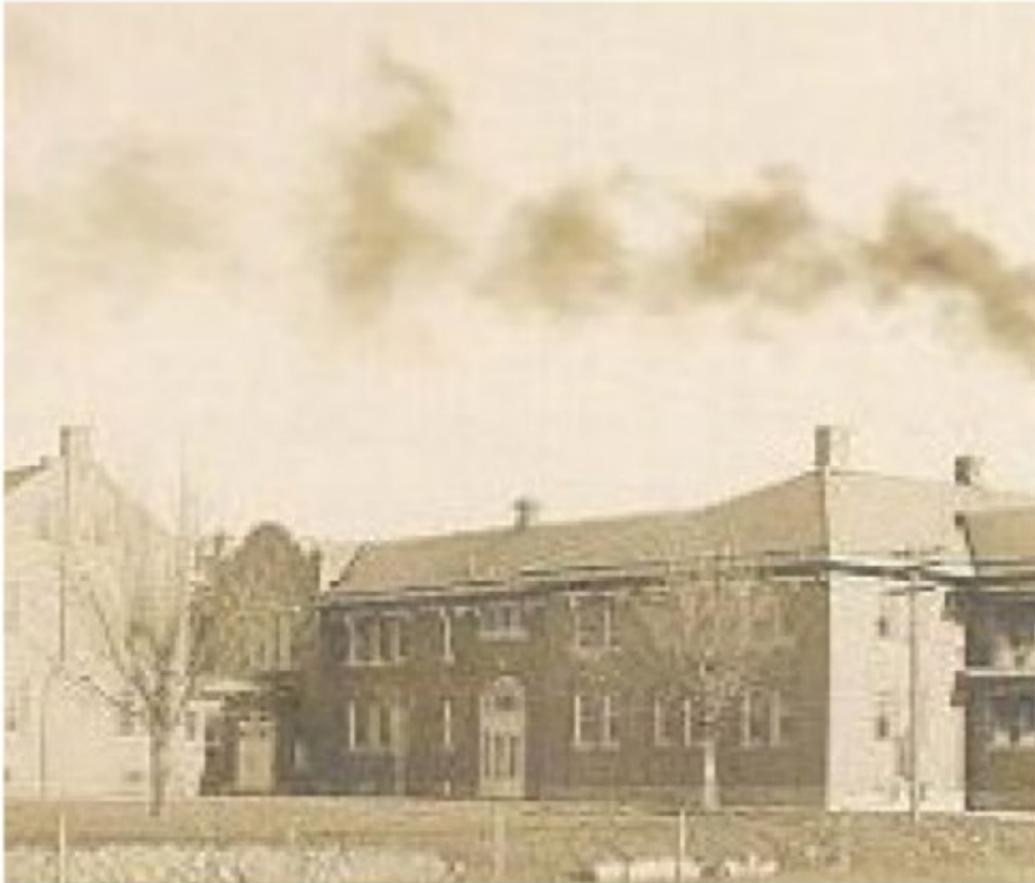
replacement on the historic courthouse (\$750,000) and annex (\$1,500,000); updated building control systems (\$800,000); chiller replacement and relocation (\$500,000); replacement of worn finishes and obsolete lighting (\$900,000) as well as worn floor coverings in courtrooms.

*Juvenile Detention Center (JDC).* Built in 2000, this 31,000 square foot building houses detention and care facilities for juvenile offenders in county custody. A number of major renovation projects will be required, including replacement of

the roof in 2020 (\$500,000); replacement of seven rooftop units (RTUs) at \$410,000; repairs to the foundation and building envelope (\$350,000); generator replacement (\$250,000). Total estimated repairs are \$1,980,000.

**METCAD.** The facility houses the county's 9-1-1 dispatch operation as well as the Emergency Management Agency. This 1960 building is older but well constructed

*Original Champaign County Nursing Home building.*



and is expected to be serviceable for the foreseeable future. It was renovated in 2008. Upcoming major maintenance projects include roof replacement (\$300,000) and generator set replacement (\$250,000).

**Animal Control.** This building was previously used for physical plant operations and was remodeled as an animal control facility. Animal kennels, treatment, storage, and administration offices are located in this building. The estimated cost of maintenance is \$460,000. There are significant design deficiencies in this building as well. For example, there is no air conditioning in the animal kennel area.

This building is adjacent to the Coroner's office and has shared assets with it, including the parking lot area. Deferred maintenance projects (including a backup generator for the Coroner) on shared facilities is estimated at \$505,000. Due to the high ratio of maintenance to replacement value, it may be beneficial to the county to consider a complete replacement of the Animal Control facility. This project is included in the development list below.

**Garages.** The East Campus houses several garage facilities for various county departments, including the Sheriff's Office and Emergency Management Agency.

Total deferred maintenance is estimated at \$575,000 through 2020.

*Physical Plant/Election Storage.* The building is maintainable without large additional investments. A small paving project to replace the building's parking spaces will be required in 2022 (\$20,000).

*Salt Dome.* This structure is fairly new and is in excellent condition. The surrounding pads will require replacement with either asphalt or concrete within the next ten years (\$210,000).

*Highway.* This 2007 building is in excellent shape and has had few problems since its construction. Revenues that have been pledged for retirement of the construction bond will become available in 2017 and these funds will be dedicated for future maintenance projects. This includes the anticipated replacement of the roof in 2026 (\$800,000) when it will have reached the end of its expected life. This will relieve this burden from General Fund and/or the proposed facilities sales tax revenue.

*Demolition of Original Nursing Home Building.* The original portion of what is now the ILEAS Building has not been occupied in many years and has since experienced water intrusion due to major failures of the roofing system. Coupled with the age and condition of the building, the cost estimate for restoring this building



to a useable condition exceeds \$10 million. The recommendation is to raze this building; the estimated cost of demolition including abatement of lead and asbestos is approximately \$750,000. The removal of this building would permit the construction of a new tactical training center to support ILEAS and other agencies. Funding for this proposal has not been identified although the county may wish to consider forming a partnership with ILEAS.

---

*The failure of the roof system at the original Nursing Home building has resulted in extensive damage from water intrusion. The building also contains significant quantities of lead and asbestos that will require abatement.*

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# Budget Summary

## Deferred Maintenance

Facility	Start	End	Estimated Cost
Animal Control	2019	2023	\$460,000
Animal Control / Coroner	2019	2022	\$505,000
Art Bartell Road	2023	2023	\$555,000
Brookens Administrative Center	2017	2026	\$4,954,000
Courthouse	2019	2025	\$2,735,000
Courthouse Annex	2020	2026	\$2,795,000
Courthouse Complex	2021	2023	\$450,000
Garage Maintenance	2020	2020	\$575,000
Highway	2017	2026	\$1,000,000
ILEAS	2019	2026	\$3,210,000
JDC	2019	2026	\$1,980,000
METCAD	2019	2025	\$810,000
Physical Plant / Election Storage	2022	2022	\$20,000
Salt Dome	2026	2026	\$230,000
Satellite Corrections	2017	2018	\$3,645,000
Enterprise Resource Planning System	2017	2020	\$1,800,000
Nursing Home	2017	2027	\$1,869,750
Demolition of Original Nursing Home	2019	2019	\$750,000
All Projects	TOTAL		\$28,343,750
Recommended Projects	TOTAL		\$22,354,750

## Development Projects

*Enterprise Resource Planning (ERP) System Replacement.* Champaign County Government is reliant on an antiquated technology platform that is now forty years old and in desperate need of replacement. The mainframe-based software suite developed in-house supports financial services (budgeting, payroll, accounts payable/receivable), human resources, and tax administration functions among others. The software code base is written in a language that is neither taught nor well supported today and, due to the age of the language, is subject to a rapidly declining pool of software developers as professionals retire and depart the workforce. Within three to five years, it will be impossible to continue operating and maintaining the software. The county must migrate to a modern governmental ERP system that takes advantage of current technologies such that it can be maintained in the future. The estimated cost for acquiring and migrating to a new ERP platform is approximately \$1.2 million to \$2 million.

*The County's enterprise software operates on a mainframe similar to the IBM AS/400 system shown here. It will soon be infeasible to maintain this software and therefore it must be replaced with a modern system.*



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*Sheriff's Office and Corrections Consolidation cost is 40% less than original 2015 Master Plan.*

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*Replacement of Downtown Sheriff's Office and Jail.* Focusing on the essential needs for inmate care, corrections operations, and Sheriff's administration allows us to consider the development of a plan that is reduced in scope from previous concepts. This approach has created a new proposal that reduces the cost of the entire project by 40% over the master plan proposed in 2015.

Practices implemented by the Sheriff's Office, State's Attorney, and the presiding judge have produced significant reductions in the corrections population.

*Family contact visitation.*



Consequently, we have been able to reduce the footprint of the expansion with a smaller capacity than the combined 313 beds in the downtown and satellite facilities. The revised floor plan of the jail would add about 40,000 SF with 252 beds and the 30-bed medical unit. Using a construction cost factor of \$250-325/square foot implies a construction cost range of about \$10-13 million.

This proposal has two major components:

**CORRECTIONS CONSOLIDATION AND ENHANCED INMATE CARE.** The county corrections facilities are split between the downtown Urbana facility and the satellite facility located at the county's east campus. A thoughtful and modest expansion of the satellite facility would support a number of unmet needs and would address concerns of both the corrections staff and community advocates. This includes:

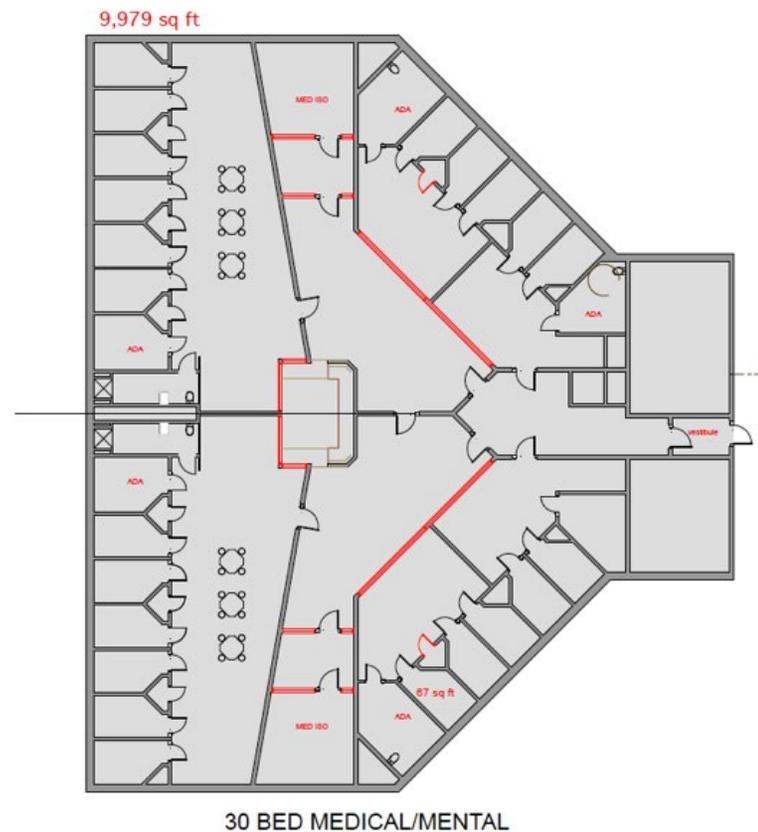
- Establishment of a new open booking area that incorporates humane design features allowing non-violent, cooperative detainees to remain unconfined within the booking area until release;
- Family contact visitation areas that eliminate the barriers currently in place in the jail visitation spaces. The importance of maintaining family relationships and the ability to have skin contact with family members cannot be

overstated.

- Creation of a new 30-bed medical and behavioral health pod to support delivery of improved healthcare for inmates;
- Creation of a 70-bed flexible pod to accommodate separation requirements for women inmates, maximum security inmates, and housing of incompatible prisoners. Housing inmates within county facilities is preferable to out-of-county locations for a number of reasons. For the families and legal counsel of a detainee, an out-of-county location is very difficult to visit. Many families rely on public transportation and there simply are no options for inter-county routes. Furthermore, the cost and inconvenience of transporting detainees is quite high.
- Additional space for exercise and education programs, storage of inmate property, and corrections administrative offices.

**SHERIFF'S OFFICE REPLACEMENT.** We can establish a new location for the Sheriff's Office by repurposing existing building space at ILEAS. Though it is an older facility, the ILEAS Building is well constructed and has sufficient unused floor space that could be remodeled for a relocation of the Sheriff's Office. Required

changes include the construction of a new public entrance and a secure entrance for law enforcement personnel; office and conference space, records and evidence storage; and changing areas for law enforcement personnel. A new parking lot would be constructed to accommodate visitors and staff. The estimated cost of \$3 million is significantly less than prior proposals for construction of a new facility in the \$7-8 million range.



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*The lack of detoxification and mental health assessment facilities represents a serious gap in community services.*

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**Community Behavioral Health Services.** Champaign County lacks adequate mental health assessment programs and does not have a detoxification facility. With a population of over 200,000 residents, these represent serious gaps in treatment services. The county alone does not have the resources to operate this center. However, it could partner with entities such as the Mental Health Board, other local government entities, hospitals, and local service providers to staff and fund facilities needs, operations and necessary related services that are not eligible for Medicaid funding. The cost to create a 12-16 bed behavioral health services facility would fall in the \$3-5 million range, but a detailed design has not been completed to develop the final cost.



**County Government Relocation to Downtown.** A recent census of staff indicates there are 72 employees (General Fund and GIS) housed at the Brookens Administrative Center. Maintaining a 93,000 SF building to house this staff and lease the remaining space to other organizations does not make financial sense. The building itself is not well suited to its function as a county facility due to its inefficient use of space, a result of its heritage as a school. This employee group should be able to fit within about 20,000 square feet including space for county board/group meetings and breakout rooms. If the building could be sold or transferred and removed from the county portfolio, it would enable the relocation of the county staff back to downtown Urbana and a location near the Courthouse and Annex.

In the near future, there will be a number of opportunities to lease space at a cost that would offer a net financial benefit; the county would avoid deferred maintenance expenditures of nearly \$5 million anticipated for Brookens over the next ten years.

A large portion of the county staff is housed at the Courthouse complex. Bringing the other major departments in close proximity would likely result in many organizational synergies enabling better collaboration and reduced time wasted in traveling between

East Campus and downtown.

Several of the candidate facilities in downtown Urbana feature expanded parking facilities over that offered on East Campus. Coupled with excellent public transportation options available downtown, this would facilitate access to the offices of the Clerk, Treasurer, Recorder and other departments that have frequent interaction with the public. The East Campus lacks amenities such as restaurants, stores, fitness centers, and other desirable services. Access to downtown businesses would improve the county's ability to recruit and retain an able workforce. Furthermore, the addition of the county workforce and the foot traffic generated by visitors would likely result in increased economic activity for downtown merchants. The cost of relocation and preparing office space could be offset potentially by any revenues attained through the sale or transfer of Brookens.

*Garage Consolidation.* The Salt Dome garage, Sheriff's garage, and EMA garage have very high repair and maintenance costs relative to their current replacement value. Consolidating these facilities into one building would reduce overhead associated with constructing and maintaining these. These garages could be separated into individual units for security purposes without great expense. The

facility could also be used potentially as a temporary tactical training center during the razing of the old nursing home and construction of a new building.

*Animal Control Facility.* The ten-year deferred maintenance backlog for the Animal Control facility exceeds 50% of its current replacement value. Developing a replacement facility for the long-term may be a wiser course than investing more funds into the current structure. Estimated cost of replacement would be in the \$500,000 to \$800,000 range.

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*Relocating county government from East Campus to downtown Urbana brings the entire organization together in one place. It also improves citizen access with increased parking and public transportation and could potentially spur economic development.*

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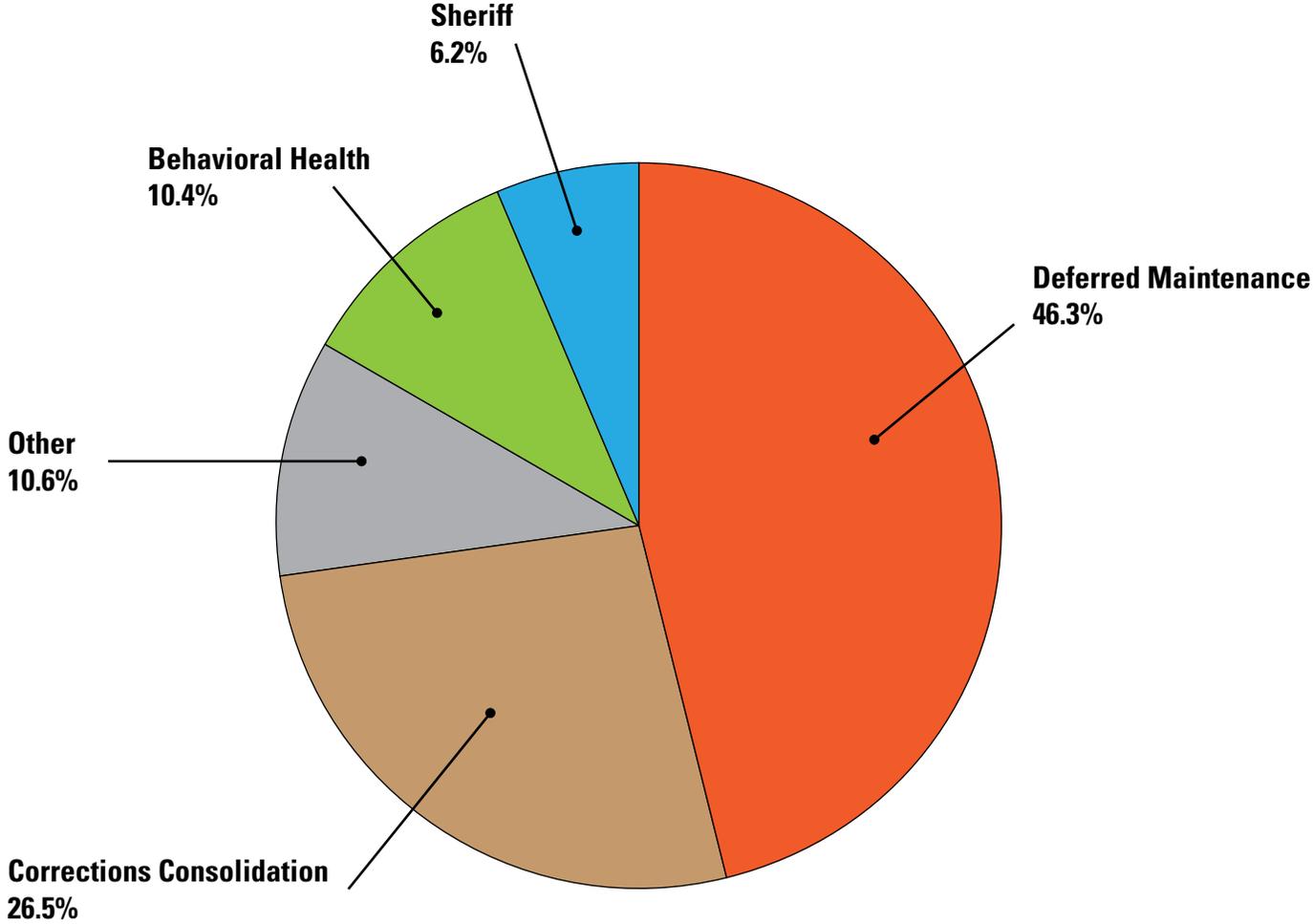


# Budget Summary

## Development Projects

Facility	Start	End	Estimated Cost
Animal Control	2019	2020	\$800,000
Garage Consolidation	2020	2020	\$1,500,000
Behavioral Health Center	2019	2019	\$5,000,000
Downtown Urbana Relocation	2018	2019	\$1,000,000
Relocate Sheriff's Office to ILEAS	2018	2018	\$3,000,000
Satellite Consolidation and Enhancements	2019	2020	\$12,795,000
Relocation Soft Costs	2017	2020	\$1,800,000
	TOTAL		\$25,895,000

# Expenditure Summary



## Costs and Financing

We have considered several means to finance the costs of proposed projects.

*Internal financing.* The county has not exhausted its bonding capacity. However, it has very little revenue available to be pledged to servicing debt. The next opportunity to bond would arrive in January 2018 after the retirement of one of the Public Safety Sales Tax bonds. Combining the total available revenue released from bond repayment along with existing budgeted revenue for maintenance would yield about \$13 million on a 10-year bond, or \$19 million for a 20-year bond. The advantage to this method is that no additional taxation would be required. Unfortunately, the projected proceeds would be significantly short of fulfilling the bulk of identified needs. It also would leave no flexibility in county finances for any program needs beyond facilities maintenance.

*Property tax levies.* In 1996, Champaign County voters approved adoption of the provisions of the Property Tax Extension Limitation Law (PTELL). This law limits increases in property tax extensions for non-home rule taxing bodies based upon the national Consumer Price Index (CPI) or five percent, whichever is less. Champaign County is non-home rule. Revenue growth limitations are compounded by

the extensive inventory of tax-exempt properties in the cities of Champaign and Urbana.

Unfortunately, many expense lines in the annual budget have grown in excess of CPI, particularly in the area of healthcare premiums. This along with a continuing stream of unfunded mandates from the state and federal governments have crippled county finances. For example, only a tiny fraction (\$240,000 or 0.7%) of the General Fund expenditures in FY 2016 will go to any programs considered discretionary; all other services are provided in compliance with statutes.

The county already has property levies in place to support the county nursing home operations as well as debt service for the home construction. The current levy for nursing home operations is \$0.03 and is generating \$1.17 million in RY 2016. The levy has a statutory maximum rate of \$0.10. Principal and interest payments for the current bond issues total about \$8.9 million inclusive of FY 2016 through FY 2021.

If approved by voters, some of the projects might be eligible for property tax funding. A disadvantage of this approach is that a large share of the projects within the facilities program would not require bond financing and could be completed if a stream of recurring revenues could be identified; the use of bonds and

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*Internal financing alone cannot pay for the deferred maintenance bill, and does not begin to address other needs.*

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*Since 1996, property tax caps have limited revenue growth while expenses, including unfunded mandates, continue to grow faster than the rate of inflation.*

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*A facilities sales tax distributes costs to all service consumers, not just property owners and renters.*

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*The median income household in Champaign County would pay about \$20 per year in additional taxes.*

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*Facilities sales tax would not be imposed on food, medicine, or vehicles such as cars or boats.*

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corresponding interest costs would reduce the total funds available. Moreover, the disproportionate share of costs borne by property owners and renters rather than all users of county services would shift the burden of facilities costs onto this smaller group. Given this and the general mood concerning property taxes generally makes this option unlikely to be successful.

*Facilities sales tax (55 ILCS 5/5-1006.5).* One option available to the county would be a voter authorized facilities sales tax. Illinois permits imposition of a sales tax to finance public facilities (eligible expenditures are listed below). The taxes can be imposed in 0.25% increments with the minimum rate being 0.25%. Using recent tax data, the estimated revenue generated from the imposition of such a tax is about \$4.5 million annually, which would be adequate to fully implement the facilities plan.

There are a number of advantages to a sales tax over other funding sources. Champaign County sustains a large, visiting population that creates service demands on the government. The sales tax levy helps relieve costs borne by permanent resident taxpayers by creating a more equitable method for all service users to share in those expenses. Furthermore, the tax would not apply to necessities such as food and medicine, and would not apply to titled vehicles (automobiles, boats, etc.)

The estimated impact on consumers is about \$20 annually per capita, or about \$20 annually per median income household based on typical spending patterns on necessities and common items (food, medicine, gasoline, restaurant meals, clothing, household maintenance).

Concerns about raising additional sales tax levies might be mitigated by including a sunset provision in the ballot question. Doing so would assure voters that revenues would be raised only for the proposed projects and only for the time period necessary to implement them. It would prevent any change to the sunset date by a future county board, requiring voter approval for any extension. The intent of the proposed facilities program is that the improvements in facilities conditions and reductions in the size of the building portfolio would allow future maintenance to be completed without extraordinary expenditures. Inclusion of a sunset provision would allow the county board to discontinue the tax at an earlier date if the revenue is no longer needed.

In addition to sunset provisions, an attractive feature of the facilities sales tax is the possibility of abating tax levies used to retire qualifying facilities-related bonds. A substantial portion of the remaining nursing home bonds could qualify for abatement and provide some relief on

property tax levies and in the case of one of the bonds, eliminate the burden on the nursing home to reimburse the General Fund for debt service.

governmental services to its citizens, including but not limited to museums and nursing homes.

### **Notes on the Proposed Ballot Question**

The proposed ballot question for voters might take the following form:

“To pay for public facilities purposes, shall the County of Champaign be authorized to impose an increase on its share of local sales taxes by 0.25% for a period not to exceed 12 years?”

“This would mean that a consumer would pay an additional 25 cents in sales tax for every \$100 of tangible personal property bought at retail. If imposed, the additional tax would cease being collected at the end of 12 years, if not terminated earlier by a vote of the county board.”

Under Illinois statutes, “public facilities purposes” means the acquisition, development, construction, reconstruction, rehabilitation, improvement, financing, architectural planning, and installation of capital facilities consisting of buildings, structures, and durable equipment and for the acquisition and improvement of real property and interest in real property required, or expected to be required, in connection with the public facilities, for use by the county for the furnishing of

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*The ballot question imposes a 12 year sunset date on the tax, which by law cannot be changed by a future county board.*

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## Closing Thoughts

The time is now for Champaign County to move forward and embark on the necessary and long overdue repairs and replacements of its facility infrastructure. The alternative is to allow facilities to continue to degrade and to increase the ultimate cost of remedying the problems that are known to exist as well as new problems that are likely to arise through further deferrals of maintenance. Given the extent of the maintenance backlog, the problems cannot be solved without a source of new revenue.

The county has been surviving through a difficult economic climate by neglecting its facility maintenance needs. This has resulted in a deteriorating physical plant that is impacting the ability of the county to deliver services to its residents. When any major building system such as the roof or mechanicals is not properly maintained, it greatly shortens the life asset and wastes the original investment made in it.

Furthermore, allowing systems to decline increases the risk of an unplanned demand on capital resources that may not be easily accommodated in a timely manner. The county does not have the ability to draw on a credit line as would a private business; it can only raise revenues through the means provided by state statute. A system failure could create a significant interruption in

services until funding could be sought to effect repairs or replacement.

In the case of the county's correctional facilities, events outside of the county's control might force the county to close the downtown facility without having any ability to house those inmates locally. When the county cannot provide space for persons in its corrections facilities, it must utilize available space in neighboring counties at considerable cost and inconvenience. The sudden loss of the downtown facility's capacity could easily impact the county's finances to the tune of hundreds of thousands of dollars annually in boarding and transportation expenses based upon the current jail population. This expense would not ensure that inmates would receive the improved care that would be made possible by a county investment in its own facilities.

Seeking voter approval for a quarter-cent facilities sales tax is the best available means to properly addressing the facilities challenges. Revenues generated through this tax would be dedicated to facilities-related projects and would not be available for allocation to other activities. A sunset provision should reassure voters that the tax would not be imposed any longer than is necessary or authorized by the public.

# Questions and Answers

Q. Why are county facilities important to me?

A. Champaign County Government provides most of the statutory duties of government. Administration of justice, providing law enforcement and corrections services, supervising elections, collecting and distributing tax revenues to local governments, maintaining highways, recording deeds for home sales, providing social services to children and the elderly are all critical services that are delivered through county government and its facilities.

Q. Why do we need this facilities work?

A. Over the past two decades, the county has purchased or constructed new facilities but has not put sufficient funding into maintaining them. Some building systems are beginning to fail, but we anticipate a significantly larger number will need repair or replacement over the next 10 years.

Q. How much money is needed?

A. Champaign County has a portfolio of buildings with a replacement value exceeding \$150 million. The national standard for building maintenance

recommends an estimated expenditure of 2% per year of the current replacement value. That means the county should be investing about \$3 million annually on average. The FY 2016 budget has only about \$532,000 for maintenance, or about 18% of the actual need.

Q. Why didn't the county better maintain its buildings?

A. We don't know for sure, but it's likely that in the early years of a new facility, maintenance concerns may not have been prioritized. In the period since 2007, government revenues have been flat or declining and many maintenance projects were deferred to be able to continue services at constant levels.

Q. Can't the county fund repairs through existing revenues?

A. No. If every available dollar is committed to bonds, it yields only \$13 million over 10 years, or \$19 million over 20 years. The deferred maintenance bill alone is \$28 million.

Q. Why is a sales tax the best choice?

A. Significant restrictions have been enacted on property tax increases

through legislation such as PTELL. The county also has a large population of visitors that don't own property. The sales tax ensures that costs are distributed among all service users, not just property owners and renters.

Q. Isn't a sales tax regressive?

A. The quarter cent facilities sales tax does not apply to food or medicine. These necessities are excluded from taxation.

Q. How much will the sales tax cost me?

A. There is no tax on food or medicine. You will pay an additional 25 cents when you buy \$100 of taxable merchandise.

Q. Won't this tax just continue forever?

A. State law now allows ballot questions on facilities sales taxes to include a sunset provision. Our proposal includes a sunset in 12 years. The tax will be discontinued at that time unless voters approve an extension.

Q. Why would you end the tax in 12 years?

A. We are 12 years away from 2028. By implementing this mid-term plan now, we can "get over the hump" of facility needs, address deferred maintenance, fix critical issues, and leave the county debt-free in 2028 when all current

bonds will be retired.

Q. Why can't the county just downsize its facilities?

A. This plan includes a significant reduction of about 250,000 square feet, from 840,000 down to just under 600,000 square feet under management. The elimination of old buildings helps reduce ongoing expenses as well.

Q. Why can't we just continue deferring expenses?

A. The longer the maintenance is deferred, the greater the cost will be to repair or replace systems. Failures in roofs for example lead to extensive damage in buildings that would far exceed the cost of just fixing the roof in the first place.

Q. Will this tax help the Champaign County Nursing Home?

A. Yes. The revenue can be used to offset about \$500,000 in annual facilities expenses and bond repayments currently shouldered by the nursing home. The home has about \$2 million in deferred maintenance needs over the next 10 years.

Q. Why can't we fix the downtown jail?

A. Continued operation of the downtown corrections facility is not a tenable

option for the county. In 2011, the National Institute of Corrections called conditions there “deplorable” and subsequent studies conducted by the county have repeated the call for a new facility.

We are also renovating existing space at the ILEAS building to avoid construction of a new sheriff’s office. The estimated total cost for both projects is being reduced from about \$30 million to just \$18 million, or 40%.

Q. What are the planned changes to the Adult Detention Center (Satellite)?

A. Our plan is a reduction of the prior master plan for the detention center and sheriff’s office. It incorporates space for a more humane experience in the booking area. Non-violent and compliant detainees will be kept in a lounge instead of cells, until they can be released. The plan provides a new medical and mental health services area that offers modern facilities for treatment. It also provides greater storage space, staff offices, expanded and improved visitation facilities for families seeing loved ones. Finally, the new space allows separation of inmates according to classification. Women can be properly housed in accordance with correctional facility standards. Incompatible inmates can be separated into flexible spaces.

Q. How does the reduction affect size and cost?

A. We have eliminated an entire pod which produces significant savings.

# Budget Summary

## Deferred Maintenance Details

Building	Year	Estimated Cost	Project
Animal Control	2019	\$200,000	Revise Electrical Main Distribution (remove crazy leg 270)
Animal Control	2021	\$100,000	Add air conditioning
Animal Control	2023	\$65,000	Roof Replacement
Animal Control	2023	\$95,000	Replace existing metal siding with new siding, check and replace insulation
Animal Control / Coroner	2021	\$300,000	Floor finish replacement
Animal Control / Coroner	2019	\$165,000	Provide / install generator
Animal Control / Coroner	2022	\$40,000	Parking lot replacement
Art Bartell Road	2023	\$555,000	Replace asphalt
Brookens	2017	\$250,000	Replace Roof POD 100
Brookens	2017	\$200,000	AHU replacement POD 100; replace 13 current units with two multi-zone units with digital controls
Brookens	2018	\$500,000	Replace remaining AHUs and digital controls where not already installed (200-2 multizone units; 300-2 multizone units and 1 unit for meeting room; 400-2 multizone units and 2 smaller units
Brookens	2019	\$250,000	Install digital controls at remaining units in POD 100 and 400
Brookens	2020	\$974,000	Replace soffit and exterior wall panels under mansard roofs, install insulation at exterior wall
Brookens	2023	\$780,000	Parking Lot Replacement
Brookens	2023	\$100,000	Replace T12/T8 light fixtures with new LED fixtures
Brookens	2024	\$800,000	Repoint exterior masonry/replace all sealants; full replacement
Brookens	2024	\$75,000	Paint entire metal panels

Building	Year	Estimated Cost	Project
Brookens	2025	\$930,000	Replace carpet (90,000SF)
Brookens	2025	\$95,000	Repaint
Champaign County	2020	\$1,800,000	ERP Replacement
Champaign County	2018	\$750,000	Demolish original nursing home
Courthouse	2019	\$200,000	Replace boilers (2)
Courthouse	2020	\$700,000	Roof Replacement
Courthouse	2020	\$150,000	Repair stair at roof access
Courthouse	2022	\$800,000	Update all controls with digital controls - current controls are 20 years old
Courthouse	2025	\$500,000	Chiller replacement and relocation (recommended)
Courthouse	2025	\$285,000	Parking lot replacement
Courthouse	2026	\$100,000	Replace sealants
Courthouse Annex	2020	\$1,500,000	Roof Replacement
Courthouse Annex	2020	\$50,000	Paint steel roof structure
Courthouse Annex	2020	\$45,000	Replace sealant at windows
Courthouse Annex	2021	\$900,000	Update finishes in courtrooms (wood, lighting)
Courthouse Annex	2026	\$300,000	select repointing at masonry and replace sealants
Courthouse Complex	2021	\$250,000	Paint all areas
Courthouse Complex	2023	\$200,000	Replace T12/T8 light fixtures with new LED fixtures
Garages	2020	\$400,000	Roof Replacement (Metal roof, 5 garages)
Garages	2020	\$100,000	Install oil interceptors (5 garages)
Garages	2020	\$75,000	Install exhaust fans (5 garages)
Highway	2025	\$150,000	Carpet replacement (5,000SF)
Highway	2025	\$50,000	Floor finish replacement
Highway	2026	\$800,000	Roof replacement
ILEAS	2019	\$350,000	Replace 3 AHU's
ILEAS	2023	\$360,000	Parking Lot Replacement
ILEAS	2023	\$100,000	Replace T12/T8 light fixtures with new LED fixtures

Building	Year	Estimated Cost	Project
ILEAS	2024	\$950,000	Repoint exterior masonry/ replace all sealants; full replacement
ILEAS	2025	\$250,000	Replace boilers (4)
ILEAS	2026	\$1,200,000	Roof replacement if needed (otherwise patch)
JDC	2019	\$500,000	Roof Replacement, and replace or coat existing natural gas line on roof- Existing ballasted roof installed 1999
JDC	2019	\$250,000	Foundation joint repair; drainage tile
JDC	2019	\$50,000	Replace overhead doors (2)
JDC	2020	\$20,000	water Heater (2)
JDC	2022	\$10,000	Replace and upgrade existing exterior lighting systems
JDC	2022	\$150,000	Sealant replacement, paint exterior windows
JDC	2022	\$50,000	Install 10' security chain link/razor wire fence at perimeter of cell area away from windows
JDC	2023	\$100,000	Replace T12/T8 light fixtures with new LED fixtures
JDC	2023	\$100,000	Parking Lot replacement (1 lot and drive); remove damages sidewalks and install new
JDC	2024	\$250,000	Replace Generator
JDC	2025	\$90,000	Carpet replacement (3,000SF)
JDC	2026	\$410,000	Replace 7 Aon (RTU) units
METCAD	2019	\$250,000	Provide / install generator
METCAD	2019	\$80,000	Replace AHU at basement; install digital controls
METCAD	2021	\$300,000	Roof Replacement
METCAD	2023	\$50,000	Replace T12/T8 light fixtures with new LED fixtures
METCAD	2024	\$50,000	Repoint exterior masonry/ replace all sealants
METCAD	2025	\$80,000	Parking lot replacement (2 lots and drives); removed damaged curb and install new
Physical Plant/Election	2022	\$20,000	Parking Lot replacement

Building	Year	Estimated Cost	Project
Salt Dome	2026	\$210,000	Replace existing asphalt around Salt Dome with new asphalt or concrete
Salt Dome	2026	\$20,000	Repair exterior wood and metal corners
Satellite Corrections	2026	\$30,000	Replace existing shingle roof with new shingle roof, replace 4' x 8' panels as needed and fascia
Satellite Corrections	2019	\$800,000	Roof Replacement-Existing ballasted roof installed 1996
Satellite Corrections	2019	\$250,000	Foundation joint repair; drainage tile
Satellite Corrections	2019	\$500,000	Replace voice/door/data video security system with updated system
Satellite Corrections	2019	\$75,000	Replace overhead doors (2)
Satellite Corrections	2019	\$275,000	Replace 4 condensing units with chillers; replace coils at 4 AHUs
Satellite Corrections	2020	\$10,000	Water Heater (south)
Satellite Corrections	2020	\$300,000	Install digital controls
Satellite Corrections	2022	\$100,000	Return and supply grill replacement
Satellite Corrections	2022	\$70,000	Replace existing boiler
Satellite Corrections	2022	\$30,000	Replace existing water heaters (north, 2)
Satellite Corrections	2022	\$75,000	Replace existing booking desk and area with new millwork; raise desk and area behind desk
Satellite Corrections	2022	\$100,000	Interior flooring - clean, repair and seal/recoat concrete. Replace carpeted areas
Satellite Corrections	2022	\$250,000	Replace generator
Satellite Corrections	2022	\$450,000	Replace 4 AHU's
Satellite Corrections	2023	\$100,000	Replace T12/T8 light fixtures with new LED fixtures
Satellite Corrections	2023	\$230,000	Parking Lot replacement (2 lots and drive)
Nursing Home	2017	\$9,000	Boilers - Hot Water Reset
Nursing Home	2017	\$380,000	Boilers - Replace four units
Nursing Home	2017	\$24,250	Thermostatic Mixing Valves
Nursing Home	2018	\$3,800	Hydro Therapy Tubs

Building	Year	Estimated Cost	Project
Nursing Home	2018	\$1,000	Sewage Ejector
Nursing Home	2018	\$1,000	Sump Pump
Nursing Home	2018	\$8,500	Storm Water Drainage
Nursing Home	2018	\$127,600	Rain Gutters
Nursing Home	2018	\$9,000	Drain Waste and Vent Piping
Nursing Home	2018	\$4,100	Basket Strainers
Nursing Home	2018	\$2,800	Boilers - Carbon Monoxide Sensors
Nursing Home	2018	\$53,000	Chiller - Replace Compressor
Nursing Home	2018	\$21,000	Chiller - Flush water and add glycol
Nursing Home	2018	\$3,000	AHU-3 - Repair
Nursing Home	2018	\$60,000	Generator Tripping - ATS
Nursing Home	2018	\$5,400	Life Safety Ground
Nursing Home	2019	\$10,000	Smoke and Fire Dampers
Nursing Home	2019	\$6,000	Water Piping Corrosion
Nursing Home	2019	\$14,400	Chemical Treatment of Hot & Cold water
Nursing Home	2019	\$21,000	VAV/RH
Nursing Home	2019	\$12,000	Residence Room Reheat Coils
Nursing Home	2019	\$7,000	Address two rooms w/ proper temps
Nursing Home	2019	\$6,500	Kitchen RTU-1
Nursing Home	2019	\$26,000	IT Network
Nursing Home	2020	\$9,000	Lightning Damage
Nursing Home	2021	\$9,000	Water Softener
Nursing Home	2021	\$2,700	Oil/Water Separator
Nursing Home	2021	\$82,200	Call Buttons
Nursing Home	2022	\$35,300	Sprinklers
Nursing Home	2022	\$90,000	CCTV Surveillance System
Nursing Home	2023	\$123,000	Fire Alarm
Nursing Home	2023	\$60,000	Door Alarm
Nursing Home	2023	\$10,000	CATV

Building	Year	Estimated Cost	Project
Nursing Home	2024	\$21,000	MEP Training and Operation Manuals
Nursing Home	2025	\$2,200	Room Number Project
Nursing Home	2025	\$45,000	Tuck Pointing
Nursing Home	2026	\$22,000	Chillers - Clean Coils Annually
Nursing Home	2026	\$11,000	Kitchen Heating-only MUAU - quarterly filter change
Nursing Home	2026	\$11,000	Annual Maintenance Program
Nursing Home	2021	\$360,000	Magic Air Handling Units - 14 units
Nursing Home	2019	\$160,000	Parking Lots
		\$28,343,750	TOTAL

Champaign County, Illinois  
Office of the County Administrator  
1776 East Washington Street  
Urbana, IL 61802  
(217) 384-3776

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

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Jeremy Delanty

ADDRESS: 403 Carrie Ave Urbana IL 61802  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217-766-1119

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Edge-Scott Fire Dept.

BEGINNING DATE OF TERM: ~~8/2016~~ 9/23/16 ENDING DATE: 4/30/17

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

1. What experience and background do you have which you believe qualifies you for this appointment?  
I have over 10 years management experience including budgeting and inventory control.

I have served as a Lieutenant on a volunteer fire department

I grew up and currently reside 2 blocks from Edge-Scott

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
I have attended a couple of Trustee's meetings, I am well aquinted with the current board and Chief

I am famillar with the building and fire equipment in general

I am a quick learner and financially responsible

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

Jeremy Delanty  
Signature

07/14/2016  
Date

Date

Ogden  
6-6-2016

Dear Mrs. Rhodes,

Thank you for your letter of my term expiring on the Willow Branch Drainage District. I'm enclosing the form for Ms. Petrie explaining my situation. So I hope you all take that into consideration. And I thank you very much.

Sincerely

Mason Wagner

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

PLEASE TYPE OR PRINT IN BLACK INK

NAME: MARION WAGNER

ADDRESS: 309 Kyle St Box 220 Ogden IL 61859  
Street City State Zip Code

EMAIL: None PHONE: 582-2647

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Willow Branch Drainage District Comm.

BEGINNING DATE OF TERM: \_\_\_\_\_ ENDING DATE: Aug 31, 2016

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

1. Do you own land within the drainage district? Yes  No

2. What experience and background do you have which you believe qualifies you for this appointment?  
I have served since my husband died in 1986 and he had served for years before that. I always attended the yearly Novi meetings and also attended the State IADD meetings for several years when they were held in Urbana.

3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
I enjoyed my volunteer help, but I am now 91 years old and haven't driven for several years. My daughter Elizabeth, who grew up on the farm with

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.  
Willow Branch, has been my driver & has attended the meetings every year. She is willing to take my place

Her address  
Elizabeth Wagner  
708 West Iowa  
Urbana IL 61801  
Phone- 328-4068

Signature Marion Wagner  
Date: 6-6-16

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Elizabeth Wagner Plewa

ADDRESS: 708 West Iowa Street Urbana IL 61801  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217 328-4068

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Willow Branch Drainage District

BEGINNING DATE OF TERM: 9/1/16 ENDING DATE: 8/31/19

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

1. Do you own land within the drainage district? Yes  No

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

*My mother owns land within the Willow Branch Drainage District and has been a Drainage District Commissioner for many years.*

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

*I have a basic knowledge of this and would be willing to learn more to serve the interests of the drainage district.*

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

*None*

Elizabeth Wagner Plewa  
Signature

Date: Aug. 15, 2016

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

PLEASE TYPE OR PRINT IN BLACK INK

NAME: William Wilken

ADDRESS: 2787 CR 1600 E RANTON FL 61866  
Street City State Zip Code

EMAIL: Wilkenfarms@gmail.com PHONE: 217-202-8410

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Triple Fork drainage district

BEGINNING DATE OF TERM: 9-1-2016 ENDING DATE: 8-31-2019

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

1. Do you own land within the drainage district? Yes  No
2. What experience and background do you have which you believe qualifies you for this appointment?  
farm next to district for 32 years
3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
basic
4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.  
Thomasboro school district Board

William Wilken  
Signature

Date: 8-20-16

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

PLEASE TYPE OR PRINT IN BLACK INK

NAME: MICHAEL L. HASTINGS

ADDRESS: 2083 CR 1325 N St. JOSEPH, IL 61873-9778  
Street City State Zip Code

EMAIL: MIKE @ HASTINGS CCI.COM PHONE: 217-841-2188

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: St JOSEPH DRAINAGE DISTRICT #3

BEGINNING DATE OF TERM: 8-31-16 ENDING DATE: 8-31-19

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

1. Do you own land within the drainage district? Yes  No
2. What experience and background do you have which you believe qualifies you for this appointment?

20 YRS ON THE DISTRICT COMMISSION

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

WELL VERSED ON ALL OF DISTRICT TOPOGRAPHY,  
THE NEED FOR DRAINAGE, HOW TO MAINTAIN GOOD  
DRAINAGE, BASIC FAMILIARITY OF LAWS

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

NONE EXCEPT DD #3 of ST JOSEPH #3

Michael L. Hastings  
Signature

Date: 8-19-16

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Roger G. Armstrong

ADDRESS: 577 C.R. 1700 N. Champaign, IL 61822  
Street City State Zip Code

EMAIL: — PHONE: 217-390-4063

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: #2 Town of Scott Drainage

BEGINNING DATE OF TERM: Sept 01/16 ENDING DATE: 8/31/19

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

1. Do you own land within the drainage district? Yes  No
2. What experience and background do you have which you believe qualifies you for this appointment?

Life long farming and ownership

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

complete knowledge from 18 years service on Scott #2

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

[Signature]  
Signature

Date: Aug, 19, 2016



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

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

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

**COUNTY CLERK**  
**MONTHLY REPORT**  
**JUNE**  
**2016**

Liquor Licenses & Permits	150.00
Civil Union Licenses	0.00
Marriage License	8,400.00
Interests	29.93
State Reimbursements	-
Vital Clerk Fees	21,188.50
Tax Clerk Fees	1,924.33
Refunds of Overpayments	-
<b>TOTAL</b>	<b>31,692.76</b>
Additional Clerk Fees	1,422.00



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

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
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TTY: (217)384-8601

**COUNTY CLERK**  
**MONTHLY REPORT**  
**JULY**  
**2016**

Liquor Licenses & Permits	-
Civil Union Licenses	70.00
Marriage License	8,050.00
Interests	28.57
State Reimbursements	-
Vital Clerk Fees	24,922.59
Tax Clerk Fees	1,830.66
Refunds of Overpayments	-
<b>TOTAL</b>	<b>34,901.82</b>
Additional Clerk Fees	1,572.00



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

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

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## SEMI-ANNUAL REPORT

### June 2016

Liquor Licenses & Permits	450.00
Civil Union License	70.00
Marriage License	34,020.00
Interests	186.35
State Reimbursements	-
Vital Clerk Fees	147,838.40
Tax Clerk Fees	31,851.42
Refunds of Overpayments	274.13

#### TOTAL

Additional Clerk Fees	9,716.00
-----------------------	----------

State of Illinois     )  
                                   ) SS  
 Champaign County )

I, Gordy Hulten, do solemnly swear that the foregoing account is in all respects true, according to the best of my knowledge and belief; and that I have neither received nor directly or indirectly agreed to receive, or be paid for my own or another's benefit, any other money, article or consideration than therein stated, nor am I entitled to any fee or emolument for the period therein mentioned, other than those therein specified.

Signed this 6th day  
 of July, A.D. 2016

\_\_\_\_\_  
**GORDY HULTEN**  
 Champaign County Clerk



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

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
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TTY: (217)384-8601

**COUNTY CLERK**  
**MONTHLY REPORT**  
**AUGUST**  
**2016**

Liquor Licenses & Permits	60.00
Civil Union Licenses	70.00
Marriage License	8,960.00
Interests	32.21
State Reimbursements	-
Vital Clerk Fees	30,035.00
Tax Clerk Fees	2,402.10
Refunds of Overpayments	<u>167.47</u>
<b>TOTAL</b>	<b>41,726.78</b>
Additional Clerk Fees	1,936.00



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

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Urbana, IL 61802  
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TTY: (217)384-8601

**MEMORANDUM**

**TO:** Policy, Personnel and Appointments Committee, Champaign County Board  
James Quisenberry, Chairman  
Rick Snider, Champaign County Administrator

**FROM:** Champaign County Clerk Gordy Hulten

**DATE:** September 7, 2016

**SUBJECT:** Changes to Polling Places for 2016 General Election

This memo accompanies a Resolution with changes to the Election Day polling places for precincts City of Champaign #2 and #3, Cunningham #2, and Mahomet #2.

We consider a number of factors when identifying prospective polling places, or when considering possible changes to polling places:

- **Availability:** is the facility willing to serve as a polling place?
- **Location:** preference is for a location within the precinct that is convenient for as many voters as possible. Related factors include available parking and visibility.
- **Capacity:** preference is for a building that will be able to efficiently handle the number of anticipated voters at our busiest election. Building capacity, room capacity and parking availability are considered.
- **Compliance with the Americans with Disabilities Act,** and any temporary measures necessary to bring a facility into compliance.
- **Logistics:** electricity, restrooms, phones, storage for election equipment and supplies, comfort and convenience of Election Judges, and room setup and ability to restrict access when polls are not open.
- **Efficiency and expense.**

We do not propose any of these changes without careful consideration. A polling place location change is a disruption for our office, election judges and most importantly voters. Changes create a significant need for voter education and awareness and are only proposed in those instances where the benefits of the change outweigh the disruptions caused by it.

**City of Champaign #2 (675 voters) and #3 (1,578 voters):** These precincts have voted for a number of years together at the McKinley Foundation at 809 S. Fifth in Champaign. Recently, the Cohen Hillel Center across the street has expressed interest in serving as a polling place. The McKinley Foundation has space limitations that

prevent us from adding more stations and booths, and consequently we have seen longer lines at higher turnout elections. The Cohen Hillel Center has a larger space available, and we can use it to accommodate a greater number of voters at a greater number of stations, improving voter flow and hopefully reducing lines. We are requesting that Cohen Hillel Center at the University of Illinois (503 E. John, Champaign) be made the permanent Election Day polling place for City of Champaign #2 and #3.

**Cunningham #2 (466 voters):** Cunningham #2 has voted for several years at Daniels Graduate Hall (1010 W. Green, Urbana). Daniels Graduate Hall is home to only ten percent of the precincts voters, and the voting location within the building isn't especially visible or convenient. The Illini Union Federal Room is also located within the precinct and already serves as an Early Voting location. Illini Union Federal Room is highly accessible and visible, and has a larger area available for multiple stations capable of handling higher voter turnouts. To ease voter education and our logistics, we want our Early Voting locations to also be Election Day polling places. We are requesting that Illini Union Federal Room (1401 W. Green, Urbana) be made the permanent Election Day polling place for Cunningham #2.

**Mahomet #2 (1268 voters):** These voters have voted for several years at Grace Church of Mahomet, which also served as our Mahomet-area Early Voting location. The Church is no longer willing to serve as either an Early Voting or Election Day voting location. Earlier, we had moved Early Voting from Grace Church to the Lake of the Woods Pavilion. With the assistance of Mahomet Township Supervisor and Champaign County Board member John Jay, we located Hatcher's Cars, an auto dealership at 103 W. Oak in Mahomet. They have an open showroom that is located within the precinct, is highly visible and accessible, and has sufficient interior space and parking. We are requesting that Hatcher's Cars (103 W. Oak, Mahomet) be made the permanent Election Day polling place for Mahomet #2.

If the Board makes these changes, we will mail new voter information cards immediately to the registered voters affected, and send an additional letter closer to Election Day explaining the location change, and detailing the new location and other voting options if the change is an inconvenience.

Thank you for your consideration. Please let me know if you have any concerns or questions.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION TO ESTABLISH PLACE OF ELECTION  
FOR CITY OF CHAMPAIGN #2, CITY OF CHAMPAIGN #3, CUNNINGHAM #2 AND  
MAHOMET #2**

**WHEREAS**, Pursuant to 10 ILCS 5/11-2, the County Board shall fix and establish the places for holding elections in its respective county and all elections shall be held at the places so fixed; and

**WHEREAS**, The County Board of Champaign County seeks to ensure that voters can easily identify the location of established polling places; and

**WHEREAS**, The County Board of Champaign County established polling places for all Champaign County precincts on January 7, 2016;

**NOW, THEREFORE, BE IT RESOLVED**, by the Champaign County Board, Champaign County, Illinois, that the place for holding elections in Champaign County precincts City of Champaign #2 and City of Champaign #3 is changed to the Cohen Hillel Center at the University of Illinois at 503 East John in Champaign; and precinct Cunningham #2 is changed to the Illini Union Federal Room at 1401 West Green in Urbana; and precinct Mahomet #2 is changed to Hatcher's Cars at 103 West Oak in Mahomet.

**PRESENTED, PASSED, APPROVED, AND RECORDED** this 22<sup>nd</sup> day of September, A.D. 2016.

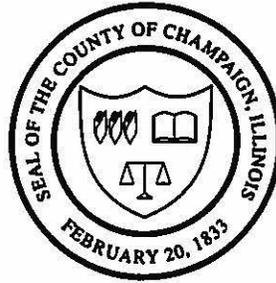
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**Patti Petrie, Chair  
Champaign County Board**

**ATTEST:**

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



OFFICE OF THE  
COUNTY ADMINISTRATOR

**ADMINISTRATIVE SERVICES – MONTHLY HR REPORT  
JUNE 2016**

**VACANT POSITIONS LISTING**

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2016 HRS	FY 2016 SALARY
80	25	Chief Deputy SofA	\$22.05	1950	\$42,997.50	1957.5	\$43,162.88
80	30	Executive Assistant	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	30	Deputy Circuit Clerk	\$15.19	1950	\$29,620.50	1957.5	\$29,734.43
80	40	Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	41	Asst State's Attorney	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	41	PT Legal Secretary	\$14.17	780	\$11,052.60	783	\$11,095.11
80	41	Victim Witness Advocate	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	51	Court Services Officer	\$19.86	1950	\$38,727.00	1957.5	\$38,875.95
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2088	\$40,757.76
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2088	\$40,757.76
80	140	Criminal Records Supv	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
83	60	Senior Engineer	\$25.19	2080	\$52,395.20	2088	\$52,596.72
91	248	Kenel Worker	\$12.04	2080	\$25,043.20	2088	\$25,139.52
92	74	Law Librarian	\$16.73	1040	\$17,399.20	1044	\$17,466.12
617	30	Senior Legal Clerk	\$14.17	1950	\$27,631.50	1957.5	\$27,737.78
-- TOTAL --					\$499,034.90		\$500,954.27

**UNEMPLOYMENT REPORT**

**Notice of Claims received – 34**

Head Start – 29

Nursing Home – 1

County Clerk – 1

RPC – 3

**Employer Protest Filed – 2**

Head Start – 1 (26 summer lay offs that will NOT be protested)

RPC – 1

**Benefit Determination Received – 7**

Nursing Home – denied – 1  
 Physical Plant - denied - 1  
 Head Start – denied – 4  
 RPC – denied – 1

Notice of Telephone Hearing - 1  
 Head Start – 1

**PAYROLL REPORT**

JUNE PAYROLL  
 INFORMATION

	6/10/2016		6/24/2016	
<u>Pay Group</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	503	\$1,002,658.62	516	\$942,285.87
Nursing Home	226	\$279,281.26	232	\$267,744.24
RPC/Head Start	233	\$274,592.22	259	\$246,562.20
<b>Total</b>	<b>962</b>	<b>\$1,556,532.10</b>	<b>1007</b>	<b>\$1,456,592.31</b>

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Enrolled: 694

General County Union:

Single 196; EE+spouse 23; EE+child(ren) 74; Family 32; waived 38

Nursing Home Union:

Single 58; EE+spouse 7; EE+child(ren) 5; Family 1; waived 18

Non-bargaining employees:

Single 106; EE+spouse 38; EE+child(ren) 42; Family 14; waived 42

Life Insurance Premium paid by County: \$1,784.12

Health Insurance Premium paid by County: \$272,920.88

Health Reimbursement Account contribution paid by County: \$107,470.00

**TURNOVER REPORT**

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

**General County**

June 2016: 1.22% average over the last 12 months

June 2016: 7 out of 574 Employees left Champaign County: 4 resignations, 3 retirements

**WORKERS' COMPENSATION REPORT**

<u>Entire County Report</u>	<u>June 2016</u>	<u>June 2015</u>
New Claims	6	13
Closed	6	8
Open Claims	18	36
Year To Date Total (On-going # of claims filed)	51	45

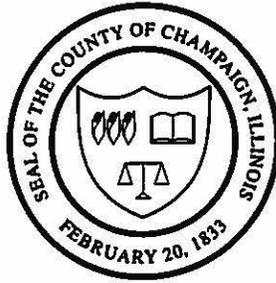
**EEO REPORT**

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

<b>Jun 2016 Monthly EEO Report General County Only</b>	<b>Supervisor of Criminal Dept_Circuit Clerk</b>	<b>PT Visitation Clerk_Sat Jail</b>	<b>Animal Control Warden</b>	
<b>Total Applicants</b>	<b>5</b>	<b>84</b>	<b>1</b>	<b>5</b>
<b>Male</b>	<b>2</b>	<b>13</b>	<b>1</b>	<b>2</b>
<b>Female</b>	<b>3</b>	<b>71</b>	<b>0</b>	<b>3</b>
<b>Undisclosed</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hispanic or Latino</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>0</b>
<b>White</b>	<b>2</b>	<b>40</b>	<b>0</b>	<b>2</b>
<b>Black or African-American</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>
<b>Native Hawaiian or Other Pacific Islander</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Asian</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>American Indian or Alaska Native</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Two or more races</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>
<b>Undisclosed</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>3</b>
<b>Veteran Status</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>1</b>

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

<b>Agendas Posted</b>	<b>12</b>	<b>Meetings Staffed</b>	<b>7</b>	<b>Minutes Posted</b>	<b>14</b>
<b>Appointments Posted</b>	<b>1</b>	<b>Notification of Appointment</b>	<b>4</b>	<b>Contracts Posted</b>	<b>3</b>
<b>Calendars Posted</b>	<b>6</b>	<b>Resolutions Prepared</b>	<b>21</b>	<b>Ordinances Prepared</b>	<b>1</b>



OFFICE OF THE  
COUNTY ADMINISTRATOR

**ADMINISTRATIVE SERVICES-MONTHLY HR REPORT  
JULY 2016**

**VACANT POSITIONS LISTING**

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2016 HRS	FY 2016 SALARY
80	25	Chief Deputy SofA	\$22.05	1950	\$42,997.50	1957.5	\$43,162.88
80	28	Desktop Support Tech	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	30	Account Clerk	\$14.52	1950	\$28,314.00	1957.5	\$28,422.90
80	30	Executive Assistant	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	36	Asst Public Defender	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	40	Clerk	\$12.88	1950	\$25,116.00	1957.5	\$25,212.60
80	41	Asst State's Attorney	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	41	PT Legal Secretary	\$14.52	780	\$11,325.60	783	\$11,369.16
80	41	Victim Witness Advocate	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	71	PT Custodian	\$11.66	1040	\$12,126.40	1044	\$12,173.04
80	140	Clerk	\$12.88	1950	\$25,116.00	1957.5	\$25,212.60
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2088	\$40,757.76
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2088	\$40,757.76
80	140	PT Master Control Ofc	\$15.57	2080	\$32,385.60	2088	\$32,510.16
80	140	PT Visitation Clerk	\$12.88	1040	\$13,395.20	1044	\$13,446.72
83	60	Senior Engineer	\$25.19	2080	\$52,395.20	2088	\$52,596.72
91	248	Kennel Worker	\$12.88	2080	\$26,790.40	2088	\$26,893.44
91	248	PT Kennel Worker	\$12.88	1040	\$13,395.20	1044	\$13,446.72
92	74	Law Librarian	\$17.16	1040	\$17,846.40	1044	\$17,915.04
-- TOTAL --					\$580,994.70		\$583,229.30

**UNEMPLOYMENT REPORT**

**Notice of Claims received – 16**

- Head Start – 4
- Nursing Home – 9
- Corrections – 1
- RPC – 2

**Employer Protest Filed – 3**

- Nursing Home – 3

Benefit Determination Received – 5  
 Nursing Home – denied – 2  
 Head Start – denied – 3

Notice of Appeal - 2  
 Head Start – 2

**PAYROLL REPORT**

JULY PAYROLL  
 INFORMATION

Pay Group	7/8/2016		7/22/2016	
	EE's Paid	Total Payroll \$\$	EE's Paid	Total Payroll \$\$
General Corp	515	\$952,858.38	491	\$945,963.07
Nursing Home	223	\$261,327.77	225	\$299,809.13
RPC/Head Start	345	\$278,864.23	330	\$261,543.40
Total	1083	\$1,493,050.38	1046	\$1,507,315.60

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Enrolled: 696

General County Union:

Single 199; EE+spouse 24; EE+child(ren) 71; Family 31; waived 37

Nursing Home Union:

Single 56; EE+spouse 7; EE+child(ren) 5; Family 1; waived 18

Non-bargaining employees:

Single 107; EE+spouse 38; EE+child(ren) 43; Family 14; waived 45

Life Insurance Premium paid by County: \$1,788.41

Health Insurance Premium paid by County: \$273,148.66

Health Reimbursement Account contribution paid by County: \$107,260.00

**TURNOVER REPORT**

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

General County

July 2016: .53% average over the last 12 months

July 2016: 3 out of 565 Employees left Champaign County: 2 resignations, 1 retirement

**WORKERS' COMPENSATION REPORT**

Entire County Report	July 2016	July 2015
New Claims	5	4
Closed	4	7
Open Claims	19	33
 Year To Date Total (On-going # of claims filed)	 56	 49

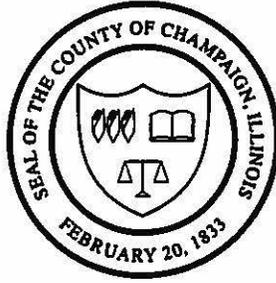
**EEO REPORT**

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

Jul 2016 Monthly EEO Report General County Only	Legal Clerk_Circuit Clerk	Records Clerk_JDC	Kennel Worker	Desktop Support Technician_ASD	PT Master Control Officer_Sheriff	
<b>Total Applicants</b>	124	154	32	58	42	410
<b>Male</b>	23	26	10	46	9	114
<b>Female</b>	101	127	22	9	33	292
<b>Undisclosed</b>	0	1	0	3	0	4
<b>Hispanic or Latino</b>	6	5	3	2	3	19
<b>White</b>	78	88	27	42	22	257
<b>Black or African-American</b>	32	50	2	9	16	109
<b>Native Hawaiian or Other Pacific Islander</b>	0	0	0		0	0
<b>Asian</b>	3	3	0	1	0	7
<b>American Indian or Alaska Native</b>	0	0	0		0	0
<b>Two or more races</b>	2	5	0	2	1	10
<b>Undisclosed</b>	3	3	0	2	0	8
<b>Veteran Status</b>	3	4	2	5	5	19

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	12	Meetings Staffed	5	Minutes Posted	7
Appointments Posted	3	Notification of Appointment	1	Contracts Posted	0
Calendars Posted	5	Resolutions Prepared	17	Ordinances Prepared	0



OFFICE OF THE  
COUNTY ADMINISTRATOR

MONTHLY HR REPORT  
AUGUST 2016

VACANT POSITIONS LISTING

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2016 HRS	FY 2016 SALARY
80	25	Chief Deputy SofA	\$22.05	1950	\$42,997.50	1957.5	\$43,162.88
80	28	Desktop Support Tech	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	36	Asst Public Defender	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	40	Clerk	\$12.88	1950	\$25,116.00	1957.5	\$25,212.60
80	41	Asst State's Attorney	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	41	PT Legal Secretary	\$14.52	780	\$11,325.60	783	\$11,369.16
80	41	Victim Witness Advocate	\$17.16	1950	\$33,462.00	1957.5	\$33,590.70
80	51	Court Services Officer	\$19.86	1950	\$38,727.00	1957.5	\$38,875.95
80	71	PT Custodian	\$11.66	1040	\$12,126.40	1044	\$12,173.04
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2088	\$40,757.76
80	140	PT Master Control Ofc	\$15.57	2080	\$32,385.60	2088	\$32,510.16
80	140	PT Master Control Ofc	\$15.57	2080	\$32,385.60	2088	\$32,510.16
83	60	Senior Engineer	\$25.19	2080	\$52,395.20	2088	\$52,596.72
91	248	PT Kennel Worker	\$12.88	1040	\$13,395.20	1044	\$13,446.72
92	74	Law Librarian	\$17.16	1040	\$17,846.40	1044	\$17,915.04
614	23	Clerk	\$12.88	1950	\$25,116.00	1957.5	\$25,212.60
-- TOTAL --					\$509,544.10		\$511,503.89

UNEMPLOYMENT REPORT

Notice of Claims received – 10

Head Start – 3

Nursing Home – 5

Circuit Clerk – 1

Juvenile Detention Center – 2

Employer Protest Filed – 0

Benefit Determination Received – 5  
 Nursing Home – denied – 5

**PAYROLL REPORT**

**AUGUST PAYROLL INFORMATION**

<u>Pay Group</u>	<u>8/5/2016</u>		<u>8/19/2016</u>	
	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	506	\$947,315.62	506	\$923,892.18
Nursing Home	214	\$252,962.97	219	\$254,240.85
RPC/Head Start	310	\$271,481.44	222	\$240,823.80
<b>Total</b>	<b>1030</b>	<b>\$1,471,760.03</b>	<b>947</b>	<b>\$1,418,956.83</b>

<u>Pay Group</u>	<u>8/26/16 AFSCME Retro</u>	
	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	131	\$56,522.46
Nursing Home		
RPC/Head Start		
<b>Total</b>	<b>131</b>	<b>\$56,522.46</b>

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Enrolled: 676

General County Union:

Single 191; EE+spouse 24; EE+child(ren) 69; Family 31; waived 36

Nursing Home Union:

Single 53; EE+spouse 7; EE+child(ren) 5; Family 1; waived 18

Non-bargaining employees:

Single 104; EE+spouse 38; EE+child(ren) 41; Family 14; waived 44

Life Insurance Premium paid by County: \$1,736.02

Health Insurance Premium paid by County: \$262,264.86

Health Reimbursement Account contribution paid by County: \$104,210.00

**TURNOVER REPORT**

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

**General County**

August 2016: 1.05% average over the last 12 months

August 2016: 6 out of 570 Employees left Champaign County: 4 resignations, 1 retirement, 1 dismissal

**WORKERS' COMPENSATION REPORT**

<u>Entire County Report</u>	<u>August 2016</u>	<u>August 2015</u>
New Claims	2	8
Closed	2	8
Open Claims	19	33
 Year To Date Total (On-going # of claims filed)	 58	 57

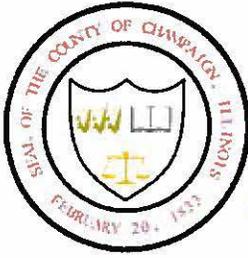
**EEO REPORT**

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

<b>Aug 2016 Monthly EEO Report General County Only</b>	<b>Clerk_Sheriff</b>	
<b>Total Applicants</b>	<b>184</b>	<b>184</b>
<b>Male</b>	<b>30</b>	<b>30</b>
<b>Female</b>	<b>152</b>	<b>152</b>
<b>Undisclosed</b>	<b>2</b>	<b>2</b>
<b>Hispanic or Latino</b>	<b>4</b>	<b>4</b>
<b>White</b>	<b>157</b>	<b>157</b>
<b>Black or African-American</b>	<b>10</b>	<b>10</b>
<b>Native Hawaiian or Other Pacific Islander</b>	<b>1</b>	<b>1</b>
<b>Asian</b>	<b>0</b>	<b>0</b>
<b>American Indian or Alaska Native</b>	<b>0</b>	<b>0</b>
<b>Two or more races</b>	<b>8</b>	<b>8</b>
<b>Undisclosed</b>	<b>4</b>	<b>4</b>
<b>Veteran Status</b>	<b>6</b>	<b>6</b>

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	19	Meetings Staffed	12	Minutes Posted	11
Appointments Posted	8	Notification of Appointment	47	Contracts Posted	7
Calendars Posted	5	Resolutions Prepared	54	Ordinances Prepared	2



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE  
MANAGEMENT SERVICES*

### **MEMORANDUM**

**To: James Quisenberry, Deputy Chair – Policy, Personnel & Appt., Committee of the Whole**

**From: Tami Ogden, Deputy County Administrator of Finance  
Rick Snider, County Administrator**

**Re: ADA Settlement Agreement Compliance Update**

**Date: August 9, 2016**

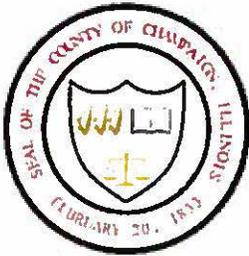
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Per Champaign County's Settlement Agreement with the United States under the Americans with Disabilities Act, the county submitted its annual report to the Department of Justice on July 19, 2016. The report which is attached to this memorandum summarized the county's actions pursuant to the Agreement. The county's Independent Licensed Architect, Bailey Edward, also submitted a report to the Department of Justice documenting remedial actions related to county facilities and programs housed in other facilities.

Champaign County continues to train new employees and supervisors regarding appropriate ways to serve people with disabilities and is developing a refresher course for implementation in 2017. The county will continue to work to ensure that it meets the remaining compliance deadlines set forth in the Agreement which predominantly focus on websites and online services, and buildings and facilities.

Through negotiations, the Department of Justice allowed the county to defer maintenance at the Sheriff's Office, Correctional Center and Adult Detention Center until March 2018. It is essential that the Finance Facilities Planning Committee and the County Board are mindful of the access issues at these locations and the timeline for compliance that was established by the Department of Justice. If the county continues to occupy these facilities, plans for remediating access issues must be initiated no later than the summer of 2017.

**Attachment**



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

**ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE  
MANAGEMENT SERVICES**

7/19/16

United States Department of Justice  
Disability Rights Section, Civil Rights Division  
950 Pennsylvania Ave., N.W.  
Washington DC 20530

Re: Settlement Agreement DJ 204-24-116

Dear Mr. Jackson and Mr. Kijewski:

Champaign County hereby submits its annual report summarizing its actions pursuant to Settlement Agreement DJ 204-24-116 with the United States Department of Justice.

The county's Independent Licensed Architect is submitting plans and reports for county facilities and programs housed in others' facilities. We respectfully request that the Department of Justice review the plans and confirm acceptance of the proposed compliance measures on or before August 3, 2016.

If you have any questions regarding this report or the supporting documents, please contact Deputy County Administrator Tami Ogden at 217-384-3776. Questions related to Champaign County's facilities may be directed to Facilities Director Dana Brenner at the same contact number.

Sincerely,

Richard S. Snider  
County Administrator

Tami Ogden  
Deputy County Administrator/Finance

ANNUAL REPORT TO THE UNITED STATES DEPARTMENT OF JUSTICE FROM  
CHAMPAIGN COUNTY, ILLINOIS IN RESPONSE TO A SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT DJ 204-24-116

7/19/16

**REMEDIAL ACTION DOCUMENTATION**

**NOTIFICATION**

- The posted Notice is refreshed as necessary with updated contact information as required by the Settlement Agreement
  - Posted Notice updated 6/17/16
- Annual submission of the county's written procedures to inform interested people with disabilities of the existence and location of Champaign County's accessible programs, services, and activities
  - Attachment: Champaign County's Serving People with Disabilities Handbook

**ADA COORDINATOR**

- The county will notify the United States within 1 day of any change in designated ADA Coordinators
  - The Department of Justice was notified of a change in one of the county's ADA Coordinators on 6/13/16 (effective 6/17/16)

**INDEPENDENT LICENSED ARCHITECT**

- ILA reports are being submitted via mail in disk format as requested by the Department of Justice

**GRIEVANCE PROCEDURE**

- The posted Grievance Procedures are refreshed as necessary with updated contact information as required by the Settlement Agreement
  - Posted Grievance Procedure updated 6/17/16

**GENERAL EFFECTIVE COMMUNICATION PROVISIONS**

- Administrative Services maintains current lists of qualified sign language and oral interpreters, qualified readers, real-time transcription services, and vendors able to put documents in Braille
- Procedures and time frames for fulfilling requests are outlined in *Champaign County's Serving People with Disabilities Handbook* under Requests for Accommodations
- Illinois Relay Service Training is conducted for appropriate employees

**LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION**

- Champaign County Sheriff's Office maintains a list of oral and sign language interpreters, and utilizes Sorenson Video Relay Service in order to provide effective communication 24/7
- TTYs and videophones are located in the Sheriff's Office, Downtown Jail and Satellite Jail
- Sheriff's Office policy allows persons with disabilities an extended period of time to utilize a TTY, videophone and relay service, and will make reasonable efforts to provide the preferred communication device

ANNUAL REPORT TO THE UNITED STATES DEPARTMENT OF JUSTICE FROM  
CHAMPAIGN COUNTY, ILLINOIS IN RESPONSE TO A SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT DJ 204-24-116

7/19/16

**EMPLOYMENT**

- Champaign County's personnel policies comply with the U.S. Equal Employment Opportunity Commission regulations implementing title I of the Americans with Disabilities Act of 1990
- Additional guidance is provided under the Hiring, Interviewing, and Employment Sections in the Serving People with Disabilities Handbook
- Supervisor training was initially conducted on January 27, 2016
- A record of employees who have completed the Supervisor training since the initial training is included with the report
  - Attachment: Record of Supervisors trained between 2/9/16 – 6/30/16

**POLLING PLACES**

- Voter registration materials are available in alternate formats including Braille, large print, audio format and accessible electronic format
- Poll worker training is conducted prior to each election and includes information on assisting voters who require aid, curbside voting, Voter Assistance Terminal (VAT) instructions, polling place accessibility and the rights of people with disabilities
- The County Clerk's office eliminated a handful of inaccessible polling places, and offered curbside voting on demand at all voting locations for the March 15, 2016 General Primary Election.
- Champaign County will implement temporary remedies such that polling places are temporarily accessible on Election Day by implementing curbside voting on demand at all polling places

**EMERGENCY MANAGEMENT PROCEDURES AND POLICIES**

- Champaign County's Emergency Operations Plan (EOP) implements Chapter 7 of the Department of Justice's *ADA Best Practices Tool Kit for State and Local Government* to address ADA obligations of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding

**SIDEWALKS**

- Champaign County's *ADA Plan for County Highways and Sidewalks* requires staff to complete a self-evaluation and inventory of Sidewalks, Roads and Highways in order to identify street level pedestrian walkways and curbs ramps that have been constructed or altered by the county
- The county has completed its self-evaluation and will begin the process of attaining compliance with ADA guidelines per the compliance schedule which is July 1, 2016-July 1, 2018
  - Attachment: County Highway record of existing ramps to replace

**WEB-BASED SERVICES AND PROGRAMS**

- The county continues to work with Independent Consultant Tim Offenstein, Falling Leaf Productions, in order to ensure that its websites and online services comply with WCAG 2.0
- Champaign County utilizes [www.lynda.com](http://www.lynda.com) to facilitate training for website content personnel in order to comply with the terms of the Settlement Agreement and conform web content and

ANNUAL REPORT TO THE UNITED STATES DEPARTMENT OF JUSTICE FROM  
CHAMPAIGN COUNTY, ILLINOIS IN RESPONSE TO A SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT DJ 204-24-116

7/19/16

- services with WCAG 2.0 AA
- The accessibility policy adopted by the County Board was distributed to Department Heads and Third Party Vendors
- Notice soliciting feedback from website visitors regarding improving website accessibility, and providing website visitors multiple methods of requesting accessible information, can be found here: <http://www1.co.champaign.il.us/ada/Feedback.php>
- Websites managed by the County Clerk, Regional Planning Commission and GIS are in compliance following a review by the county's Independent Consultant – WCAG evaluators including <https://validator.w3.org> are utilized for ongoing website development
- Champaign County IT continues to work with Pixo Technologies to develop an accessible website design. Initial templates were received in May 2016. Four department web pages were chosen as a proof of concept to ensure that the templates meet WCAG 2.0 Level A & AA guidelines. Pages for Coroner, Auditor, Board of Review and Probation were reviews by Tim Offenstein and the suggested changes have been made. Ongoing development is being run through automated WCAG evaluators including <https://validator.w3.org>. Go live for the new, accessible site is scheduled for 8/1/2016.
- The Circuit Clerk continues to work with Pixo Technologies to develop an accessible website design using a Content Management System. Pixo has been providing WCAG evaluations and certifies that the site will meet WCAG 2.0 Level A and AA guidelines. Go live of the Circuit Clerk's website is scheduled for July, 2016.
- AppliTrack, the county's online application management program, plans to meet accessibility requirements by 9/15/16 and has a final review scheduled with the county's Independent Consultant
- The county had notified third party sites of the accessibility requirements and continues to encourage full compliance

#### **NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES**

Champaign County continues to work closely with its Independent Licensed Architect in order to meet the compliance requirements of the Settlement Agreement listed in Section L. ILA reports are being submitted via mail in disk format as requested by the Department of Justice.

#### **PROGRAM MODIFICATIONS**

The county's ILA is submitting reports with certifications documenting access issues that have been remediated and noting the scheduled completion date, comments and projected costs for access issues that remain outstanding. The ILA is submitting plans for outstanding issues, and the county requests that the Department of Justice review the plans and provide authorization regarding the proposed compliance measures on or before August 3, 2016.

#### **MISCELLANEOUS PROVISIONS**

- Champaign County's annual written report summarizing its actions pursuant to the Settlement Agreement is hereby submitted
- The county continues to train employees on the requirements of the ADA and appropriate ways of serving people with disabilities
  - Attachment: Record of employees trained between 12/16/15 – 6/30/16

ANNUAL REPORT TO THE UNITED STATES DEPARTMENT OF JUSTICE FROM  
CHAMPAIGN COUNTY, ILLINOIS IN RESPONSE TO A SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT DJ 204-24-116  
7/19/16

**Record of Attachments:**

Champaign County's Serving People with Disabilities Handbook  
Record of employees trained between 12/16/15 – 6/30/16  
County Highway record of existing ramps to replace  
Cover Letter from Bailey Edward, Independent Licensed Architect



T 217.363.8375  
F 312.440.2303  
[www.baileyedward.com](http://www.baileyedward.com)

1103 South Main Ave  
Champaign, IL  
61821-4929

July 18, 2016

Dana L. Jackson  
Senior Investigator  
U.S. Department of Justice  
Civil Rights Division – DRS  
1425 New York Ave, N.W.  
Washington, DC 20005

RE: Settlement Agreement between US and Champaign Co, IL; DJ204-24-116

Dear Mr. Jackson,

Enclosed for your review, please find a disk containing an electronic copy of the following documents:

Response to Item 54:

Spread Sheets for all Attachment I - Newly Constructed Facilities. Line items highlighted in green have been completed and verified. These items also include a photo of the compliant condition. Items for which we had previously requested extensions are highlighted in yellow. These items are either planned as part of a larger project or the work is currently in progress. Items with no highlighting are scheduled to be completed by 03/20/2018.

Response to Item 55:

Spread Sheets for all Attachment J – Altered Facilities. Line items highlighted in green have been completed and verified. These items also include a photo of the compliant condition. Items for which we had previously requested extensions are highlighted in yellow. These items are either planned as part of a larger project or the work is currently in the bidding process. Items with no highlighting are scheduled to be completed by 03/20/2018.

Response to Item 56:

Spread Sheets for all Attachment K – Existing Facilities. All items in this section have a completion date of 03/20/2018. No corrective work has occurred at these facilities to date however, the spreadsheets are included in this submittal. The County has taken under advisement the option to sell these properties.

Response to Item 58:

Spread Sheets for all Attachment L – Other Facilities. The Facilities on this Attachment are all leased by the Head Start Program which is a Federally Funded Program. Line items highlighted in green have been completed and verified. These items also include a photo of the compliant condition. Items which we have previously requested extensions are highlighted in yellow. These items are either currently in the process of being completed, or are planned as part of a larger project which will occur while students are not in the building and after federal funding is secured.

- Please note, all facilities listed on Attachment L are programs occurring in leased space. The County is continuing to work with the landlords within the limits of the individual leases to comply with the deficiencies noted.



T 217.253.3375  
F 212.440.2303  
[www.baileyedward.com](http://www.baileyedward.com)

1103 South Mattis Ave.  
Champaign, IL  
61821-4629

- **Champaign Head Start:** Please see attached letter outlining work done and variance requested for this location.
- **Urbana Head Start:** Continued discussions with the landlord for the Urbana Head Start location have resulted in the County looking for a new facility to relocate the program. The County is therefore notifying DOJ, with this submittal, that no modifications have currently been performed at this location due to the relationship with the landlord.
- **Savoy Head Start:** Attached for review is a plan to provide accessible toilets at the Savoy Head Start location. The restroom identified in the DOJ spread sheet is not able to be made compliant without significant modifications, specifically enlarging the room. As previously submitted, the restrooms in Classroom 3 and 4 are not required by the Head Start program and are able to be modified to comply with adult and child ADA requirements. The attached plans indicate how modifications will be made to these areas to create ADA compliant restrooms. The other restroom locations will remain unmodified.

The above is respectfully submitted on behalf of Champaign County in response to the agreement between the Department of Justice and Champaign County. To move forward with the above plans, we request a confirmation of acceptance of this submittal on or before August 3, 2016. If you have any questions or comments concerning the enclosed documents, please contact our office.

Respectfully,

Karla J. Smalley, AIA, LEED AP, NCARB  
Bailey Edward Design, Inc.

Encl.

Cc. Champaign County