

3. Adoption of Resolution No. 5507 Appropriating \$39,844 from the Champaign County Nursing Home Construction Fund for Pay Request 41 from PKD, Incorporated *32-37
4. Adoption of Resolution No. 5508 Appropriating \$11,693.08 from the Champaign County Nursing Home Construction Fund for Invoice 0015421 from GHR Engineers & Associates, Incorporated *38-39
5. Adoption of Resolution No. 5504 Appropriating \$72,671.51 from the Highway Facility Construction Fund for Invoice 127796 from BLDD Architects *40-44
6. Dedication of the "Portrait of President" (Greenberg) and Plague Memorializing the Erwin Donation –
(For Information Only)

C. POLICY, PERSONNEL & APPOINTMENTS COMMITTEE

1. Adoption of Resolution No. 5484 Appointing W. Stephen Moser as a County Board Liaison to the University of Illinois Extension Board, term ending 11/30/2006 *45

D. FINANCE COMMITTEE

1. Adoption of Resolution No. 5510 on Return of Funds to the State Board of Elections *46-47
2. **Adoption of Resolution No. 5486 – Emergency Budget Amendment *48-51
 - A. Budget Amendment #06-00071
Fund: 075 Regional Planning Commission
Dept.: 679 I-57 Corridor Partnership
Increase Appropriations: \$12,000
Increased Revenue: \$12,000
Reason: To serve as administrative/fiscal agent for partnership whose goal is advancement of economic development along corridor.
3. **Adoption of Resolution No. 5487 – Emergency Budget Amendment *52-54
 - A. Budget Amendment #06-00072
Fund: 075 Regional Planning Commission
Dept.: 680 Shelter Plus Care I
Increase Appropriations: \$88,475
Increased Revenue: \$88,475
Reason: To accommodate new annual federal HUD grant for Shelter Plus Care Program beginning July 1, 2006.
The objective of the program is to provide housing and supportive services for homeless and disabled clients.

4. **Adoption of Resolution No. 5488 – Emergency Budget Amendment *55-57
 - A. Budget Amendment #06-00073
 Fund: 075 Regional Planning Commission
 Dept.: 681 Shelter Plus Care II
 Increase Appropriations: \$103,550
 Increased Revenue: \$103,550
 Reason: To accommodate new multi-year federal HUD grant for Shelter Plus Care Program retroactive to May 1, 2006. The objective of the program is to provide housing and supportive services for homeless and disabled clients.

5. **Adoption of Resolution No. 5489 – Emergency Budget Amendment *58-59
 - A. Budget Amendment #06-00075
 Fund: 080 General Corporate
 Dept.: 071 Public Properties
 Increase Appropriations: \$61,388
 Increased Revenue: \$10,487
 Reason: Per action by County Board at June 2006 meeting – approved expansion of EMA storage facility for use by ILEAS – cost for expansion is \$61,388 to be paid over two-year lease period by ILEAS – above revenue represents monies to be received through rents in FY2006.

6. **Adoption of Resolution No. 5490 – Emergency Budget Amendment *60-62
 - A. Budget Amendment #06-00076
 Fund: 080 General Corporate
 Dept.: 031 Circuit Court
 Increase Appropriations: \$5,457
 Increased Revenue: \$0
 Reason: To pay Bennett Electronics for Circuit Court sound system repair.

7. **Adoption of Resolution No. 5491 – Emergency Budget Amendment *63-67
 - A. Budget Amendment #06-00077
 Fund: 628 Election Assistance/Accessibility
 Dept.: 022 County Clerk
 Increase Appropriations: \$238,000
 Increased Revenue: \$300,000
 Reason: To recoup listed expenses and to purchase new voter equipment.

8. **Adoption of Resolution No. 5500 – Emergency Budget Amendment *68-71
 - A. Budget Amendment #06-00079
 Fund: 080 General Corporate Fund
 Dept.: 010 County Board
 Increase Appropriations: \$3,000
 Increased Revenue: \$0
 Reason: Policy, Personnel, & Appointments Committee recommends Finance Committee approve & forward to the County Board a budget amendment for three County Board members to attend NACo Conference with a subsidy of \$1,000 per member.

9. **Adoption of Resolution No. 5509 – Emergency Budget Amendment *72-74
 - A. Budget Amendment #06-00081
 Fund: 080 General Corporate Fund
 Dept.: 036 Public Defender
 Increase Appropriations: \$11,392
 Increased Revenue: \$40,201
 Reason: Increase in salary of Public Defender to 95% of State’s Attorney pursuant to adoption of County Board Resolution No. 5451.

10. Adoption of Resolution No. 5492 – Purchases Not *75-76
 Following Purchasing Policy

11. Adoption of Resolution No. 5493 – Payment of Claims *77
 Authorization

12. Adoption of Resolution No. 5494 Designating Depositories *78-79
 for Funds

13. Adoption of Resolution No. 5495 Authorizing a Collateral *80-95
 Agreement Between Champaign County and FreeStar
 Bank, NA

14. Adoption of Resolution No. 5496 Authorizing a Contract *96-156
 Between Champaign County and the Department of Children
 and Family Services to Retain the Champaign County State’s
 Attorney for Support and Coverage in Champaign County for
 the Termination of Parental Rights Petitions

15. Adoption of Resolution No. 5501 Authorizing County Board
 Chair to Execute an Agreement for Actuarial Services for
 Champaign County *(To be distributed)*

16. Adoption of Ordinance No. 784 Authorizing the Issuance of General Sales Tax Alternate Revenue Source Bonds of the County of Champaign, Illinois for the Purpose of Financing Additional Costs of the New Champaign County Nursing Home *157-165

E. HIGHWAY & TRANSPORTATION COMMITTEE

1. *Adoption of Resolution No. 5497 Appropriating \$118,150.00 from County Bridge Funds for Replacement of Structure #010-5720 on the Champaign-Douglas County Line Section #05-00917-00-BR *166
2. *Adoption of Resolution No. 5498 Appropriating \$153,000.00 from County Bridge Funds for Replacement of a Double Box Culvert on the Champaign-Ford County Line Section #05-00914-00-BR *167
3. *Adoption of Resolution No. 5499 Appropriating \$118,600.00 from County Bridge Funds for Replacement of Structure #4067 on the Champaign-Piatt County Line Section #05-00918-00-BR *168

XI OTHER BUSINESS

XII NEW BUSINESS

XIII ADJOURN

*Roll Call

**Roll call and 18 votes

***Roll call and 21 votes

****Roll call and 14 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

Access to the Lyle Shields Meeting Room for County Board and County Board Committee Meetings is from the north (rear) entrance to the Brookens Administrative Center facility which is located off of Lierman Avenue. (The Washington Street entrance is not open for evening meetings.) While Lierman Avenue is under construction, please use East Main Street to Art Bartell Drive, and follow Art Bartell Drive south to the Brookens Administrative Center facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.

RESUME OF MINUTES OF A REGULAR MEETING OF THE COUNTY BOARD,
CHAMPAIGN COUNTY, ILLINOIS
June 22, 2006

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, June 22, 2006 at 7:00 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with Barbara Wysocki presiding and Sasha Green, as Secretary of the Meeting.

ROLL CALL

Roll call showed the following Board Members Present: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Feinen, Greenwalt, Hogue, James, Jay, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, and Wysocki - 21; Absent: Tapley, Bensyl, Fabri, Gross, and Knott - 5. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Fabri arrived after roll call.

PRAYER & PLEDGE OF ALLEGIANCE

A prayer was given by Board Member Schroeder. The Pledge of Allegiance to the Flag was given.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in Southern Champaign County and Fisher Reporter on June 7, 2006; The Leader on June 8, 2006, Mahomet Citizen and Rantoul Press on June 14, 2006; County Star and Savoy Star on June 15, 2006; and News Gazette on June 20, 2006. Board Member Betz offered a motion to approve the notice; seconded by Board Member Langenheim. Approved by voice vote.

APPROVAL OF MINUTES

Board Member Betz offered the motion to approve the Minutes of the May 18, 2006 Regular Session and June 6, 2006 Special Meeting; seconded by Board Member James. Approved by voice vote. Chair Wysocki announced they would return to the approval of the Minutes of the May 18, 2006 - 8:57 P.M. and May 18, 2006 - 9:11 P.M. Closed Sessions after they had been circulated.

APPROVAL OF AGENDA/ADDENDUM

Board Member Betz offered the motion to approve the Agenda/Addendum; seconded by Board Member Langenheim. Chair Wysocki announced several Committee Reports

would be rearranged due to Closed Sessions. The order would be as follows: Finance, Environment and Land Use, County Facilities, and Highway. Resolution 5474 listed under Other Business would be acted upon during the Finance Committee Report. Approved as amended by voice vote.

DATE/TIME OF NEXT REGULAR MEETING

Chair Wysocki announced that the next County Board Meeting will be held on July 20, 2006 at 7:00 P.M. Chair Wysocki announced there will be no Committee Meetings held during the month of July.

RESOLUTION NO. 5434 APPROVAL OF THE APPOINTMENT OF KEVIN HUNT TO FILL THE UNEXPIRED TERM OF PATTY BUSBOOM IN COUNTY BOARD DISTRICT 2

Board Member Betz recommended the adoption of **Resolution 5434**; seconded by Board Member James. Adopted by voice vote.

SWEARING IN OF KEVIN HUNT AS COUNTY BOARD MEMBER FROM COUNTY BOARD DISTRICT 2

Mark Shelden, Champaign County Clerk, swore in Kevin Hunt as County Board Member from District 2. Discussion followed.

APPOINTMENT OF KEVIN HUNT TO ENVIRONMENT & LAND USE COMMITTEE AND JUSTICE & SOCIAL SERVICES COMMITTEE

Board Member Betz recommended Kevin Hunt to the Environment & Land Use and Justice & Social Services Committees; seconded by Board Member Schroeder. Adopted by voice vote.

PUBLIC PARTICIPATION

There was no Public Participation.

ANNOUNCEMENTS/COMMUNICATIONS

Board Member Sapp announced Champaign County Board of Health and Champaign-Urbana Public Health District has completed the Champaign County Community Health Plan, and discussed the Champaign County Community Health Plan. Board Member Putman announced she would distribute a brochure titled "Ethanol Across Illinois." Board Member Putman discussed the progress of the Champaign County Jail. Board Member Beckett announced the ground breaking for the new Highway Fleet

Maintenance Facility will be August 11, 2006. Board Member Schroeder announced the Champaign County Forest Preserve held an opening ceremony for the River Bend Forest Preserve.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Board Member McGinty requested the adoption of Resolution No. 5449 Budget Amendment #06-00067, to increase line item to continue to pay worker's compensation claims for FY2006; be removed from the Consent Agenda. Board Member Beckett requested the adoption of Resolution No. 5451 Defining the Annual Designation of the Public Defender Salary and Rescinding Resolutions No. 1651 and 4810, be removed from the Consent Agenda. Discussion followed.

JUSTICE & SOCIAL SERVICES

Adoption of **Resolution No. 5404** approving an Intergovernmental Agreement for Animal Impoundment Services with the Village of Homer.

Adoption of **Resolution No. 5405** approving an Intergovernmental Agreement for Animal Control Services with the Village of Homer.

COUNTY FACILITIES

Adoption of **Resolution No. 5410** Appropriating \$103,120.55 from the Champaign County Highway Facility Construction Fund for Invoice #127642 from BLDD Architects.

Adoption of **Resolution No. 5411** Approving the Construction of a New METCAD Transmission Tower.

Adoption of **Resolution No. 5412** Approving an Award of Contract for Landscaping Services at the New Champaign County Nursing Home.

Adoption of **Resolution No. 5413** Approving Lease Extension for Space at 400 N. Broadway, Urbana, Illinois between Champaign County and Bear Properties, LLC.

POLICY, PERSONNEL & APPOINTMENTS

Adoption of **Resolution No. 5416** Appointing Alfred Karcher to the Crow Cemetery Association, term ending 6/30/2011.

Adoption of **Resolution No. 5417** Appointing David Payne to the Crow Cemetery Association, term ending 6/30/2011.

Adoption of **Resolution No. 5418** Appointing Michael Rosenberger to the Crow

Cemetery Association, term ending 6/30/2011.

Adoption of **Resolution No. 5419** Appointing Phyllis Booker to the Davis Memorial Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5420** Appointing Rosie Eileen McCoy to the Davis Memorial Cemetery Association, term Ending 6/30/2012.

Adoption of **Resolution No. 5421** Appointing James Sipich to the Davis Memorial Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5422** Appointing Robert Grove to the Locust Grove Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5423** Appointing Leo Lafenhagen to the Locust Grove Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5424** Appointing Betty Logue to the Mt. Olive Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5425** Appointing William McMahon to the Stearns Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5426** Appointing James Clabaugh to the Yearsley Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5427** Appointing David Waters to the Yearsley Cemetery Association, term ending 6/30/2012.

Adoption of **Resolution No. 5428** Appointing William Roller to the Dewey Community Public Water District, to fill Jaime Rogier's term ending 5/31/2008.

Adoption of **Resolution No. 5431** appointing Robert Toalson to the Forest Preserve Board, term ending 6/30/2011.

Adoption of **Resolution No. 5432** Appointing Ronald Peters to the Champaign-Urbana Mass Transit District, term ending 12/31/2010.

Adoption of **Resolution No. 5435** to Adopt the Annual 1,000 Hour Standard for IMRF Participation.

Adoption of **Ordinance No. 783** of the County of Champaign, Illinois Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other

Workers Employed in Public Works of Said County.

FINANCE

Adoption of **Resolution No. 5436** – Budget Amendment:

Budget Amendment #06-00050

Fund: 078 – Jail Construction Fund

Dept: 010 – County Board

Increased Appropriations: \$2,500.00

Increased Revenue: \$0.00

Reason: Per request of County Facilities Committee to cover expense of appraisal for 204 E. Main, Urbana.

Adoption of **Resolution No. 5437** – Budget Amendment:

Budget Amendment #06-00055

Fund: 104 – Head Start Program

Dept: 657 – Early Childhood/Pre-K Even Years

Increased Appropriations: \$20,000.00

Increased Revenue: \$20,000.00

Reason: To accommodate receipt of additional grant funding from the Illinois State Board of Education Pre-K Program operating in the Head Start Program.

Adoption of **Resolution No. 5438** – Budget Amendment:

Budget Amendment #06-00056

Fund: 080 – General Corporate

Dept: 043 Emergency Management Agency

Increased Appropriations: \$136,000.00

Increased Revenue: \$136,000.00

Reason: Transfer funds to FY2006 for continued payments on Homeland Security Equipment Grant Program.

Adoption of **Resolution No. 5439** – Budget Amendment:

Budget Amendment #06-00057

Fund: 089 – County Public Health Fund

Dept: 049 – Board of Health

Increased appropriations: \$1,000.00

Increased revenue: \$1,000.00

Reason: To reflect receipt of grant form IDPH for County Mosquito Vector Program and corresponding expenditure through the CUPHD contract.

Adoption of **Resolution No. 5440** – Budget Amendment:

Budget Amendment #06-00058

Fund: 075 – Regional Planning Commission

Dept: 634 – Homeland Prevention – Odd Years

Increased Appropriations: \$59,500.00

Increased Revenue: \$58,000.00

Reason: To accommodate unanticipated increase in State of Illinois Grant award for program year beginning July 1, 2006.

Adoption of **Resolution No. 5441** – Budget Amendment:

Budget Amendment #06-00059

Fund: 075 – Regional Planning Commission

Dept: 678 – Economic Development District

Increased Appropriations: \$107,000.00

Increased Revenue: \$107,256.00

Reason: To accommodate receipt of new Economic Development District Planning Grant from the Economic Development Administration.

Adoption of **Resolution No. 5442** – Budget Amendment:

Budget Amendment #06-00060

Fund: 476 – Self-Funded Insurance

Dept: 118 – Property/Liability Insurance

Increased Appropriations: \$205,005.00

Increased Revenue: \$205,005.00

Reason: To receive and expend claims reimbursement for storm damage of April 2, 2006.

Adoption of **Resolution No. 5443** – Budget Amendment:

Budget Amendment #06-00061

Fund: 080 – General Corporate

Dept: 075 – General County

Increased Appropriations: \$31,165.00

Increased Revenue: \$0.00

Reason: Increase in appropriation to pay for the first payment of the special drainage assessment for the Scottswood Drainage Project.

Adoption of **Resolution No. 5444** – Budget Amendment:

Budget Amendment #06-00062

Fund: 080 – General Corporate

Dept: 071 – Public Properties

Increased Appropriations: 1,890.00

Increased Revenue: \$1,890.00

Reason: Revenue from Animal Control Fund to pay for fencing at Animal Services Facility.

Adoption of **Resolution No. 5445** – Budget Amendment:

Budget Amendment #06-00063

Fund: 080 – General Corporate
Dept: 141 – State’s Attorney Support Enforcement
Increased Appropriations: \$4,100.00
Increased Revenue: \$0.00

Reason: Revenue for this increased appropriation will be taken from S/A Support Enforcement Fund balance which is paid by Department of Healthcare and Family Services through intergovernmental agreement. This appropriation was not originally budgeted in FY06 County Budget.

Adoption of **Resolution No. 5446** – Budget Amendment:

Budget Amendment #06-00064
Fund: 682 – Juvenile Accountability Grant
Dept: 051 – Juvenile Detention Center
Increased Appropriations: \$4,491.00
Increased Revenue: \$4,491.00

Reason: Amendment shows revenue from the Illinois Criminal Justice Information Authority Grant #503404 and match funds from Probation Services Fund 618 that have been approved and allocated to fund the appropriation (training for six officers at the National Juvenile Services Training Institute held in Indianapolis, IN from 6/9/06 through 6/14/06.)

Adoption of **Resolution No. 5447** – Budget Amendment:

Budget Amendment #06-00065
Fund: 476 – Self-Funded Insurance
Dept: 118 – Property/Liability Insurance
Increased Appropriations: \$4,042.00
Increased Revenue: \$4,042.00

Reason: To receive and expend claims reimbursement for storm damage of April 2, 2006.

Adoption of **Resolution No. 5448** – Budget Amendment:

Budget Amendment #06-00066
Fund: 075 – Regional Planning Commission
Dept: 660 – Scottswood Admin. Contract
Increased Appropriations: \$12,000.00
Increased Revenue: \$12,000.00

Reason: Receipt of construction bond proceeds to execute construction phase of Scottswood Drainage Project.

Adoption of **Resolution No. 5450** – Budget Amendment:

Budget Amendment #06-00068
Fund: 476 Self-Funded Insurance
Dept: 118 – Property/Liability Insurance

Increased Appropriations: \$175,000.00
Increased Revenue: \$0.00
Reason: Settlement of claim.

HIGHWAY & TRANSPORTATION

Adoption of **Resolution No. 5456** deleting County Highway 1A (Olympian Drive) from Mattis Avenue easterly to Prospect Avenue.

Adoption of **Resolution No. 5457** deleting Olympian Drive (FAP.813) from Market Street easterly to end of improvement.

Adoption of **Resolution No. 5458** appropriating \$641.00 from Count Motor Fuel Tax Funds for Champaign County's Greenways Plan Implementation, Section #06-00000-01-ES.

Adoption of **Resolution No. 5459** authorizing the County Board Chair to sign an agreement with Douglas County For the replacement of structure #010-5720 located on the Champaign-Douglas county line, Champaign County Section #05-00917-00-BR and appropriating funds for this agreement.

Adoption of **Resolution No. 5460** authorizing the County Board Chair to sign an agreement with Ford County for the replacement of a double box culvert located on the Champaign-Ford County line, Champaign County Section #05-00914-00-BR and appropriating funds for this agreement.

Adoption of **Resolution No. 5461** authorizing the County Board Chair to sign an agreement with Piatt County for the replacement of structure #010-4067 located on the Champaign-Piatt County line, Champaign County Section #05-00918-00-BR and appropriating funds for this agreement.

Adoption of **Resolution No. 5462** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5463** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5464** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5465** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5466** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund, pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5468** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund, pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5469** – Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund, pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 5470** - Petition requesting and Resolution approving appropriation of funds from the County Bridge Fund, pursuant to 605 ILCS 5/5-501.

ENVIRONMENT & LAND USE

Adoption of **Resolution No. 5471** approving CDAP Loan.

Adoption of **Resolution No. 5472** approving Subdivision Case 189-06 – East Bend Subdivision.

Board Member Langenheim offered the motion to approve the Consent Agenda; seconded by Board Member Beckett. Chair Wysocki asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, Hunt, James, Jay, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, and Wysocki - 23;

Nays: None.

COMMITTEE REPORTS

JUSTICE & SOCIAL SERVICES

Board Member Anderson, Chair, recommended the adoption of **Resolution No. 5402** Authorizing an Agreement for Inmate Mental Health Services at the Champaign County Adult Correctional Center and Satellite Jail with Health Professional, Ltd.; seconded by Board Member Hogue. Discussion followed.

June 22, 2006

Board Member Anderson announced there was a corrected version of Resolution 5402 that had been distributed at the Meeting, which corrected a typographical error. Discussion followed. Adopted by voice vote.

Board Member Anderson recommended the adoption of **Resolution No. 5403** Authorizing an Agreement for the Provision of Inmate Health Services at the Champaign County Adult Correctional Center and Satellite Jail with Health Professionals, Ltd.; seconded by Board Member James. Adopted by voice vote.

Board Member Anderson recommended the adoption of **Resolution No. 5406** Approval of an Agreement for the Provision of Health Services at the Champaign County Juvenile Detention Center; seconded by Board Member Hogue. Adopted by voice vote.

Board Member Anderson recommended the adoption of **Resolution No. 5473** approving the Lease/Purchase of Laundry Equipment from King Commercial, Inc. for Champaign County Nursing Home; seconded by Board Member James. Board Member Anderson announced the resolution had been amended from Loomis Commercial, Inc to King Commercial, Inc.. Adopted as amended by voice vote.

POLICY, PERSONNEL & APPOINTMENTS

Board Member Betz, Chair, recommended the adoption of **Resolution No. 5415** appointing Brenda Dismon to the Bailey Memorial Cemetery Association, term ending 6/30/2012; seconded by Board Member Langenheim. Adopted by voice vote.

Board Member Betz recommended the adoption of **Resolution No. 5429** appointing Victor Escobar to the Champaign County Board of Health, term ending 6/30/2009; seconded by Board Member Moser. Discussion followed. A roll call was requested. Discussion followed.

Resolution No. 5429 failed by roll call vote.

Yeas: Schroeder, Betz, Doenitz, Feinen, Hunt, Jay, Moser, O'Connor, and Wysocki - 9;

Nays: Weibel, Anderson, Avery, Beckett, Carter, Cowart, Fabri, Greenwalt, Hogue, James, Langenheim, McGinty, Putman, and Sapp - 14.

Discussion followed. Board Member Betz requested to suspend the rules by permitting the Chair to make an alternative nomination; seconded by Board Member Langenheim. Discussion followed. Motion to suspend the rules approved by voice vote. Discussion followed. Chair Wysocki recommended an

June 22, 2006

amended Resolution No. 5429 appointing Nezar Ahmed Kassem to the Champaign County Board of Health; seconded by Board Member Betz. A roll call was requested. Discussion followed.

Amended Resolution No. 5429 adopted by roll call vote.

Yeas: Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Hogue, Hunt, James, Jay, Langenheim, McGinty, Putman, Sapp, and Wysocki - 19;

Nays: Schroeder, Doenitz, Moser, O'Connor - 4.

Board Member Betz recommended the adoption of **Resolution No. 5430** appointing Michael Smith to the Champaign County Board for the Care & Treatment of Persons with a Developmental Disability, term ending 6/30/2009; seconded by Board Member Moser. Discussion followed. Chair Wysocki and Board Member Beckett abstained due to a business relationship with one of the involved parties. Adopted by voice vote.

Board Member Betz recommended the adoption of **Resolution No. 5433** Appointing Vicki Stewart to the Champaign-Urbana Mass Transit District, term ending 12/31/2010; seconded by Board Member Anderson. A roll call was requested. Discussion followed. Board Member McGinty abstained due to a business relationship with one of the involved parties.

Resolution No. 5433 adopted by roll call vote.

Yeas: Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Fabri, Feinen, Greenwalt, Hogue, Langenheim, O'Connor, Putman, and Wysocki - 15;

Nays: Schroeder, Doenitz, Hunt, James, Jay, and Moser, - 6;

Absent: Sapp - 1;

Abstention: McGinty - 1.

Chair Wysocki announced there is a vacancy on the Champaign County Board of Health for a physician's seat, and three to five members for the newly created South West Champaign Transit District.

FINANCE

Board Member McGinty, Chair, recommended the adoption of **Resolution No. 5400** establishing the Budget Process for Fiscal Year 2007; seconded by Board Member Beckett. Discussion followed. Board Member Avery abstained due to a business relationship with one of the involved parties. Discussion followed. Adopted by voice vote.

Board Member McGinty recommended the adoption of **Resolution No. 5453** – Purchases not following Purchasing Policy; seconded by Board Member Beckett.

June 22, 2006

Adopted by voice vote.

Board Member McGinty recommended the adoption of **Resolution No. 5454** – Payment of Claims Authorization; seconded by Board Member Beckett. Adopted by voice vote.

Board Member McGinty recommended the adoption of **Resolution No. 5455** – Emergency Budget Amendment:

Budget Amendment #06-00069
Fund: 071 – 1995 Jail Bond Debt Service
Dept: 010 – County Board
Increased Appropriations: \$485
Increased Revenue: \$0

Reason: To cover costs of administrative and wire fees for 2001A bonds; seconded by Board Member Beckett. There was an amendment to correct a typographical error by replacing “2001A” to “2004A”.

Resolution 5455 adopted as amended by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, Hunt, James, Jay, Langenheim, McGinty, O’Connor, Putman, and Wysocki - 21;

Nays: Moser - 1;

Absent: Sapp - 1.

Adoption of **Resolution No. 5475** - Emergency Budget Amendment:

Budget Amendment #06-00074
Fund: 080 – General Corporate
Dept: 071 – Public Properties
Increased Appropriations: \$13,000
Increased Revenue: \$13,000

Reason: Appropriation of funds required to remodel the office of the County Clerk to meet early voting and accessible voting requirements. Revenue for this expense is from a federal election assistance grant for early voting and accessibility compliance implementation; seconded by Board Member Moser.

Discussion followed.

Resolution 5475 adopted by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, Hunt, James, Jay, Langenheim, McGinty, O’Connor, Putman, and Wysocki - 21;

Nays: None;

Absent: Moser and Sapp - 2.

June 22, 2006

Board Member McGinty recommended the adoption of **Resolution No. 5449** – Budget Amendment:

Budget Amendment #06-00067
Fund: 476 – Self-Funded Insurance
Dept: 118 – Property/ Liability Insurance
Increased Appropriations: \$100,000
Increased Revenue: \$0

Reason: To increase line item to continue to pay worker's compensation claims for FY2006. Board Member McGinty announced a revised version had been distributed with the correct Dept. 119 – Workers Compensation Insurance.

Discussion followed.

Adopted as amended by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, Hunt, James, Jay, Langenheim, McGinty, Moser, O'Connor, Putman, and Wysocki - 22;

Nays: None;

Absent: Sapp - 1.

Board Member McGinty recommended the adoption of **Resolution No. 5451** Defining the Annual Designation of the Public Defender Salary and Rescinding Resolutions No. 1651 and 4810; seconded by Board Member Putman.

Discussion followed. Board Member Betz made a motion to amend 100% to 95% of the County's State's Attorney's annual compensation; seconded by Board Member Putman. Discussion followed. A roll call was requested.

Discussion followed. The question was called. Discussion followed. Board Member Jay made a motion to amend 95% to 90% of the County's State's Attorney's annual compensation; seconded by Board Member Schroeder.

Motion to amend to 90% failed by roll call vote.

Yeas: Schroeder, Anderson, Doenitz, Fabri, Feinen, Greenwalt, Hunt, James, Jay, Moser, and Wysocki - 11;

Nays: Weibel, Avery, Beckett, Betz, Carter, Cowart, Hogue, Langenheim, McGinty, O'Connor, and Putman - 11;

Absent: Sapp - 1.

Discussion followed.

Motion to amend to 95% approved by roll call vote.

Yeas: Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Greenwalt, Hogue, Langenheim, McGinty, O'Connor, Putman, and Wysocki - 16;

Nays: Schroeder, Feinen, Hunt, James, Jay, and Moser - 6;

Absent: Sapp - 1.

Discussion followed.

Resolution 5451 as amended adopted by roll call vote.

June 22, 2006

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Greenwalt, Hogue, Langenheim, McGinty, O'Connor, Putman, and Wysocki - 17;
Nays: Feinen, Hunt, James, Jay, and Moser - 5;
Absent: Sapp - 1.

Board Member McGinty recommended the adoption of **Resolution No. 5474** – Addendum to Professional Services Agreement; seconded by Board Member Beckett. Adopted by voice vote.

ENVIRONMENT & LAND USE

Board Member Langenheim, Chair, announced there were no items requiring Board action.

COUNTY FACILITIES

Board Member Beckett, Chair, recommended the adoption of **Resolution No. 5407** appropriating \$5,948.24 from the General Corporate/General County Budget for Invoice #6 from Isaksen Glerum Wachter Architecture; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Discussion. Board Member Beckett recommended to enter into executive session pursuant to 5 ILCS 120/2 (c) (11) to consider litigation, on behalf of Champaign County, further moving that the following individuals remain present: Recording Secretary, County Administrators, County's Legal Counsel, Representatives from Duane Morris Law Firm, and Nursing Home Administrator; seconded by Board Member McGinty.

Approved by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Fabri, Greenwalt, Hogue, James, Langenheim, McGinty, and Wysocki - 14;

Nays: Feinen, Hunt, Jay, Moser, and O'Connor - 5;

Absent: Cowart, Doenitz, Putman, and Sapp - 4.

The Board entered into Closed Session at 8:45 P.M. The Board reentered into Open Session at 9:45 P.M.

Board Member Beckett recommended the adoption of **Resolution No. 5480** approving Initiation of Mediation between the County and its Professional Services Providers and Contractors; seconded by Board Member Langenheim. Adopted by voice vote.

Board Member Beckett recommended to suspend the 10:00 P.M. rule; seconded by

June 22, 2006

Board Member Langenheim. Approved by voice vote. Chair Wysocki announced a break.

Chair Wysocki asked for a roll call to ensure there was still a quorum present. Roll call showed the following Board Members Present: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Hogue, Hunt, James, Jay, Langenheim, McGinty, Moser, O'Connor, Putman, and Wysocki - 22; Absent: Tapley, Bensyl, Gross, Knott, and Sapp - 5.

Jim Gleason from GHR Engineers, Tim Keefer from Farnsworth Group, Inc, and Pat Dorsey from PKD, Inc addressed the Board regarding HVAC systems at the new Champaign County Nursing Home, and answered Board Member's questions.

Board Member Beckett recommended to enter into executive session pursuant to 5 ILCS 120/2 (c) (11) to consider litigation, on behalf of Champaign County, further moving that the following individuals remain present: Recording Secretary, County Administrators, County's Legal Counsel, Representatives from GHR Engineers & Associates, and Nursing Home Administrator; seconded by Board Member McGinty.

Approved by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Avery, Beckett, Betz, Carter, Cowart, Fabri, Greenwalt, Hogue, Hunt, James, Langenheim, McGinty, Putman, and Wysocki - 17;

Nays: Feinen, Jay, Moser, and O'Connor - 4;

Absent: Doenitz - 1.

The Board entered into Closed Session at 11:14P.M. The Board reentered into Open Session at 12:10 A.M.

Board Member Beckett recommended the adopted of **Resolution No. 5481** approving initiation of Binding Arbitration between the County and its Professional Services Providers and Contractors; seconded by Board Member Cowart. Discussion followed. Adopted by voice vote.

Board Member Beckett recommended the adoption of **Resolution No. 5408** approving the Professional Services Contract with GHR Engineers & Associates; seconded by Board Member Weibel. Adopted by voice vote.

Board Member Beckett recommended the adoption of **Resolution No. 5409** appropriating \$5,705.15 from the Champaign County Nursing Home Construction Fund for Invoice #0015329 from GHR, Inc, seconded by Board Member Weibel. Adopted by voice vote.

June 22, 2006

Board Member Beckett recommended the adoption of **Resolution No. 5476** appropriating \$690.48 from the Champaign County Nursing Home Construction Fund for invoice #91618 from Farnsworth Group; seconded by Board Member James. Adopted by voice vote.

Board Member Beckett recommended the adoption of **Resolution No. 5477** appropriating \$53,240 from the Champaign County Nursing Home Construction Fund for invoice #40 from PKD, Inc; seconded by Board Member James. Adopted by voice vote.

Board Member Beckett recommended the adoption of **Resolution No. 5478** approving the ILEAS Lease renewal, June 06 - June 08; seconded by Board Member Weibel. Discussion followed. Adopted by voice vote.

Board Member James recommended the approval of the Minutes of the May 18, 2006 - 8:57 P.M. and May 18, 2006 - 9:11 P.M. Closed Sessions; seconded by Board Member Betz. Approved by voice vote.

HIGHWAY & TRANSPORTATION

Board Member Cowart, Chair, recommended the adoption of **Resolution No. 5467** – Petition Requesting and Resolution approving the appropriation of funds from the County Bridge Fund, pursuant to 5 ILCS 5/5-501; seconded by Board Member Carter. Board Member O'Connor abstained due to a personal relationship with one of the involved parties. Adopted by voice vote.

Board Member Cowart recommended the adoption of **Resolution No. 5479** for the Improvement of the County Highway Maintenance Facility and appropriating \$5,000,000.00 for the construction; seconded by Board Member Langenheim. Discussion followed. Adopted by voice vote.

OTHER BUSINESS

Board Member Cowart recommended to enter into executive session pursuant to 5 ILCS 120/2 (c) (1) to consider the appointment, employment, compensation, discipline, performance or dismissal of a specific Champaign County employee, and pursuant to 5 ILCS 120/2 (c) (11) to consider litigation which is pending against Champaign County, further moving that the following individuals remain present: County's Legal Counsel, County Administrators, County Engineer, Mike Downey, and Recording Secretary; seconded by Board Member Carter.

Approved by roll call vote.

Yeas: Schroeder, Weibel, Anderson, Beckett, Betz, Carter, Cowart, Fabri,

June 22, 2006

Greenwalt, James, Jay, Langenheim, McGinty, Putman, and
Wysocki - 15;
Nays: Feinen and O'Connor - 2
Absent: Avery, Doenitz, Hogue, and Moser - 4.

The Board entered into Closed Session at 12:19 A.M. The Board reentered into Open Session at 12:36 A.M.

NEW BUSINESS

There was no New Business.

ADJOURN

Board Member Langenheim offered the motion to adjourn the Meeting; seconded by Board Member Beckett. Chair Wysocki adjourned the Meeting at 12:40 A.M.

Mark Shelden, Champaign County Clerk
and ex-Officio Clerk of the Champaign County Board

Mark Shelden

Champaign County, Illinois

RESOLUTION NO. 5482

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF CHAMPAIGN AND THE VILLAGE OF GIFFORD FOR ANIMAL
IMPOUNDMENT SERVICES

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

WHEREAS, the County of Champaign (hereinafter "COUNTY") proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, the COUNTY and the Village of Gifford (hereinafter "VILLAGE") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, an Intergovernmental Agreement for Animal Impoundment Services between the COUNTY and the VILLAGE (hereinafter "AGREEMENT") has been prepared; and

WHEREAS, the AGREEMENT outlines the financial participation and the facilities and services responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement for Animal Impoundment Services with the Village of Gifford.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Sheldon, County Clerk
and ex-officio Clerk of the
Champaign County Board

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUND SERVICES
(Village of Gifford – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Gifford, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits. The County will be solely responsible for the hiring and payment of facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement

becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday and Sunday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals

pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.
6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.
7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.
8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15th day of each month.
9. **Payment.** The Village shall pay boarding costs for animals impounded for the Village of Gifford. The cost of each animal impounded is \$10.00 per day or any part of a day of

impoundment for each animal. The Village shall pay the County through the Department monthly on the 15th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Gifford, boarding dates, date of final disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Duration; Termination.** This agreement shall be effective on January 1, 2006, or the date that the last party to this agreement signs it, whichever date is later, and shall be effective until June 30, 2008. As of April 1, 2007, either party may terminate this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The County shall provide notice to the Village of its costs based upon its records on March 1, 2007 and annually thereafter. The County shall set the Village's payment amount as of June 30, 2007 based upon the costs attributable to the Village and shall adjust that rate annually thereafter. The written notice shall be sent first class mail, return receipt requested to:

Village Administrator
Village of Gifford
P.O. Box 37
Gifford, Illinois 61847

Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

And

Chief of Police
P.O. Box 37
Gifford, Illinois 61847

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.
14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF GIFFORD
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Village Attorney

State's Attorney's Office

CB 2005-_____

RESOLUTION NO. 5483

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE VILLAGE OF GIFFORD FOR ANIMAL CONTROL SERVICES

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

WHEREAS, the County of Champaign (hereinafter "COUNTY") and the Village of Gifford (hereinafter "VILLAGE") desire to cooperate for the best interests of the COUNTY and the VILLAGE; and

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

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

WHEREAS, an Intergovernmental Agreement for Animal Control Services between the COUNTY and the VILLAGE (hereinafter "AGREEMENT") has been prepared; and

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

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

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

**INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Gifford (hereinafter "Village") for animal control services.

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

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

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from the Village Police Department.
3. For services provided by the Department for the first year of this Agreement, the Village agrees to pay the County \$26.20 per hour of service, with a minimum of one hour per call. The Village shall pay the County through the Department monthly on the 15th day of each month.
4. Owned animals will be held for no longer than a period of seven days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President. The County shall adjust the fee paid by the Village annually prior to the annual renewal date based upon the costs incurred by the County in providing animal control services to the Village.
6. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.

7. This agreement shall become effective on the date that the last party to this agreement signs it.
8. This Agreement may be amended only by a written document signed by both parties.
9. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
10. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator
 Village of Gifford
 P.O. Box 37
 Gifford, Illinois 61847

Champaign County Administrator
 1776 East Washington Street
 Urbana, Illinois 61801

And

Chief of Police
 P.O. Box 37
 Gifford, Illinois 61847

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF GIFFORD
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Village Attorney

 State's Attorney's Office

RESOLUTION NO. 5506

RESOLUTION APPROPRIATING \$1,142.97 FROM THE CHAMPAIGN COUNTY
NURSING HOME CONSTRUCTION FUND FOR INVOICE 92940 FROM
FARNSWORTH GROUP

WHEREAS, the County of Champaign entered into an agreement with Farnsworth Group of Peoria, Illinois in March 2003 for the purpose of Architectural/Engineering services for the construction of the new Champaign County Nursing Home facility; and

WHEREAS, the County Board approves Invoice 92940 from Farnsworth Group in the amount of \$1,142.97 for Professional Services provided through June 16, 2006 per the said agreement; and

WHEREAS, the Pay Request is for reimbursable expenses.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Invoice 92940 from Farnsworth Group.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2005.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board



Invoice

Denny Inman
Champaign County
Brookens Administrative Center
1776 E. Washington St.
Urbana, IL 61802

Invoice Number: 92940
Invoice Date: June 30, 2006
Page 1 of 1
INVOICE TOTAL: \$1,142.97

Client ID: CHAMPAIGN REIMBURSABLE EXPENSES
Project: 203035.1 Long-term Care/Skilled Care, Champaign County
P.O. #:

Professional Services for Period Ending 6/16/2006

001 Reimbursable Expenses

Reimbursable Expenses	<u>Charge</u>
Bond (24" x 36" & Larger)	34.80
Bond (< 24"X 36")	0.40
Copies	1.10
Meals	58.55
Mileage	751.53
Overnight Delivery/Shipping/US Mail	11.45
Telephone Tolls	44.33
Travel	240.81
Reimbursable Expenses Totals	<u>\$1,142.97</u>

Total Project Invoice Amount: \$1,142.97

Aged Receivables:					
<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>Over 120</u>	
\$1,142.97	\$0.00	\$690.48	\$0.00	\$0.00	

Please Return Remittance to: Farnsworth Group, Inc.; 2858 Paysphere Circle; Chicago, IL 60674

Please Return One Copy With Your Remittance

1 1/2% Interest Monthly After 30 Days

Billing Documentation

Invoice Number: 92940
 Invoice Date: June 30, 2006

To: Champaign County
 Brookens Administrative Center
 1776 E. Washington St.
 Urbana, IL 61802

Project: 203035.1 REIMBURSABLE EXPENSES
 Long-term Care/Skilled Care, Champaign County

Professional Services for the Period: 5/20/2006 to 6/16/2006

Billing Group: 001 Reimbursable Expenses 92940
 Contract #:

Total Phase

Reimbursable Expenses

Reimbursable Expenses	Date	Units	Unit Cost	Unit Markup	Multiplier	Unit Rate	Charge
Bond (24" x 36" & Larger)	3/24/2006	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (24" x 36" & Larger)	5/12/2006	2.00	0.41	0.79	1.0000	1.20	\$2.40
Bond (24" x 36" & Larger)	5/26/2006	3.00	0.41	0.79	1.0000	1.20	\$3.60
Bond (24" x 36" & Larger)	6/1/2006	9.00	0.41	0.79	1.0000	1.20	\$10.80
Bond (24" x 36" & Larger)	6/1/2006	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (24" x 36" & Larger)	6/2/2006	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (24" x 36" & Larger)	6/5/2006	10.00	0.41	0.79	1.0000	1.20	\$12.00
Bond (24" x 36" & Larger)	6/9/2006	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (24" x 36" & Larger)	6/9/2006	1.00	0.41	0.79	1.0000	1.20	\$1.20
Bond (< 24"X 36")	3/24/2006	1.00	0.14	0.26	1.0000	0.40	\$0.40
Copies	5/3/2006	1.00	1.00	0.00	1.1000	1.10	\$1.10
Overnight Delivery/Shipping/US Mail	4/24/2006	1.00	4.71	0.00	1.1000	5.18	\$5.18
Overnight Delivery/Shipping/US Mail	5/1/2006	1.00	5.70	0.00	1.1000	6.27	\$6.27
Meals	4/25/2006	1.00	17.78	0.00	1.1000	19.56	\$19.56
Meals	5/3/2006	1.00	15.00	0.00	1.1000	16.50	\$16.50
Meals	5/24/2006	1.00	13.02	0.00	1.1000	14.32	\$14.32
Meals	6/5/2006	1.00	7.43	0.00	1.1000	8.17	\$8.17
Mileage	4/28/2006	12.00	0.45	0.03	1.0000	0.47	\$5.64
Mileage	4/28/2006	20.00	0.45	0.03	1.0000	0.47	\$9.40
Mileage	6/5/2006	115.00	0.45	0.03	1.0000	0.47	\$54.05
Mileage	6/1/2006	238.00	0.45	0.03	1.0000	0.47	\$111.86
Mileage	6/2/2006	107.00	0.45	0.03	1.0000	0.47	\$50.29
Mileage	6/2/2006	107.00	0.45	0.03	1.0000	0.47	\$50.29
Mileage	6/2/2006	124.00	0.45	0.03	1.0000	0.47	\$58.28
Mileage	6/2/2006	111.00	0.45	0.03	1.0000	0.47	\$52.17
Mileage	4/25/2006	200.00	0.45	0.03	1.0000	0.47	\$94.00
Mileage	5/3/2006	120.00	0.45	0.03	1.0000	0.47	\$56.40
Mileage	5/12/2006	125.00	0.45	0.03	1.0000	0.47	\$58.75
Mileage	6/2/2006	200.00	0.45	0.03	1.0000	0.47	\$94.00
Mileage	6/5/2006	120.00	0.45	0.03	1.0000	0.47	\$56.40
Telephone Tolls	5/3/2006	1.00	40.30	0.00	1.1000	44.33	\$44.33
Travel	5/1/2006	421.00	0.52	0.00	1.1000	0.57	\$240.81
							\$1,142.97
Total Reimbursable Expenses							\$1,142.97

Total Reimbursable Expenses

1 142 97

RESOLUTION NO. 5505

RESOLUTION APPROPRIATING \$1,341.00 FROM THE CHAMPAIGN COUNTY
NURSING HOME CONSTRUCTION FUND FOR INVOICE 92422 FROM
FARNSWORTH GROUP

WHEREAS, the County of Champaign entered into an agreement with Farnsworth Group of Peoria, Illinois in March 2003 for the purpose of Architectural/Engineering services for the construction of the new Champaign County Nursing Home facility; and

WHEREAS, the County Board approves Invoice 92422 from Farnsworth Group in the amount of \$1,341.00 for Professional Services provided through May 19, 2006 per the said agreement; and

WHEREAS, the Pay Request is for reimbursable expenses required for Egress Maps for IDPH Certification.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Invoice 92422 from Farnsworth Group.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2005.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board



Invoice

Denny Inman
Champaign County
Brookens Administrative Center
1776 E. Washington St.
Urbana, IL 61802

Invoice Number: 92422
Invoice Date: May 31, 2006
Page 1 of 1
INVOICE TOTAL: \$1,341.00

Client ID: CHAMPAIGN Champaign County - Extra Services
Project: 203035.2 Site Observation for Utilities and Site Design Work beyond Contract Scope
P.O. #:

Professional Services for Period Ending 5/19/2006

001 Egress Maps for IDPH Certification Package

Professional Services	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Architectural Manager	118.00	10.00	1,180.00
Senior Technician	72.00	0.50	36.00
Technician I	50.00	2.50	125.00
Professional Services Totals			<u>\$1,341.00</u>

Total Project Invoice Amount:

\$1,341.00

Please Return Remittance to: Farnsworth Group, Inc.; 2858 Paysphere Circle; Chicago, IL 60674

Please Return One Copy With Your Remittance

1 1/2% Interest Monthly After 30 Days

RESOLUTION NO. 5507

RESOLUTION APPROPRIATING \$39,844 FROM THE CHAMPAIGN COUNTY
NURSING HOME CONSTRUCTION FUND FOR PAY REQUEST 41 FROM PKD,
INCORPORATED

WHEREAS, the County of Champaign entered into an agreement with PKD, Inc. of Champaign, Illinois in February 2003 for the purpose of construction management of the new Champaign County Nursing Home facility; and

WHEREAS, the County Board approves of Pay Request #41 from PKD, Inc in the amount of \$39,844 for Professional Services provided through June 20, 2006 per the said agreement; and

WHEREAS, the Pay Request is itemized as follows: \$4,137 – Staff; \$1,015 – Reimbursables; \$34,692 – General Conditions.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve Pay Request #41 from PKD, Inc.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2005.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Sheldon, County Clerk
and ex-officio Clerk of the
Champaign County Board



June 28, 2006

Denny Inman – Co-Administrator
Champaign County, Illinois
Department of Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

Re: **Champaign County Nursing Home**
PKD, Inc. Project Number 275
Payment Application Request No. 41

Dear Mr. Inman,

Enclosed are two copies of our Payment Application No. 41 for this project. This is for work completed through June 20, 2006.

Please call our office (356-8424) for pick-up when the checks are ready (on or before July 21, 2006). Thank You.

Sincerely,

A handwritten signature in cursive script that reads "Timothy R. Mininger".

Timothy R. Mininger, Project Engineer

Xc: MJS/PBD/TRM/MFC Pay Requests
Ann Deedrich - Pay Request 1 ea.

CHAMPAIGN COUNTY NURSING HOME - PAY APPLICATION

APPLICATION THROUGH: June 20, 2006
APPLICATION NO. 41

ITEM:	CHECK PAYMENT TO:	AMOUNT OF PAYMENT:
1	PKD, Inc. - Staff, Fee, Reimbursables, and General Conditions	\$39,844
2	Stark Excavating	\$0 *
3	Cross Construction	\$0 *
4	Duce Construction	\$0 *
5	Roessler Construction	\$0 *
6	National Fabco	\$0 *
7	Tile Specialists	\$0 *
8	Advanced Roofing	\$0 *
9	Otto Baum	\$0 *
10	Thyssen/Krupp	\$0
11	Stobek Masonry	\$0 *
12	Borchers Decorating	\$0 *
13	Automatic Fire	\$0 *
14	McWilliams	\$0 *
15	Reliable Mechanical (Heat)	\$0 *
16	Reliable Mechanical (Vent)	\$0 *
17	Coleman Electric	\$35,533 *
TOTAL:		\$75,377

* - Retainage has been reduced for this Contractor.

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. Information below, amounts are stated to the nearest dollar. Use Section 1 on Contracts where variable retainage for line items may

APPLICATION NUMBER: 41
 APPLICATION DATE: 6/29/2006
 PERIOD TO: 6/20/2006
 PKD PROJECT NUMBER: 275

B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
		FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
ORIGINAL CONTRACT								
PKD Staff	\$373,879	\$354,874	\$4,137		\$359,011	96%	\$14,868	\$0
PKD Preconstruction Fee	\$113,201	\$113,201	\$0		\$113,201	100%	\$0	\$0
PKD Construction Fee	\$148,515	\$148,515	\$0		\$148,515	100%	\$0	\$0
Reimbursables	\$55,110	\$33,774	\$1,015		\$34,789	63%	\$20,321	\$0
CHANGE ORDER NO. 1, 2, & 3 - GEN. CONDITIONS	\$957,893	\$815,562	\$34,692		\$850,254	89%	\$107,639	\$0
TOTAL	\$1,648,598	\$1,465,926	\$39,844	\$0	\$1,505,770	91%	\$142,828	\$0

ω
 51

DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT* MAY 1983 EDITION*AIA
 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (Original Contract)

Application No: 41
 Application Date: 6/29/06
 Period From: 5/21/06
 Period To: 6/20/06

Staff (Pre-construction & Construction)						
Description	Scheduled Value	Previously Billed	Hours This Period	Cost This Period	Total Cost to Date	Balance to Complete
Project Exec./Admin.		\$32,096	11	\$748	\$32,844	
Project Engineer II		\$16,502	41	\$1,517	\$18,019	
Project Accountant		\$5,880	4	\$140	\$6,020	
Senior Project Manager		\$149,700	8	\$400	\$150,100	
Project Engineer		\$132,571	36	\$1,332	\$133,903	
Estimator		\$6,200	0	\$0	\$6,200	
Chief Estimator		\$0	0	\$0	\$0	
Mechanical Estimator		\$7,425	0	\$0	\$7,425	
Electrical Estimator		\$4,500	0	\$0	\$4,500	
Total Staff	\$373,879	\$354,874	100	\$4,137	\$359,011	\$14,868

Construction Management Fee (Pre-construction 2/03 through 1/04)

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$113,201	\$113,201		\$0	\$113,201	\$0

Construction Management Fee (Construction 2/04 through 11/05)

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$148,515	\$148,515		\$0	\$148,515	\$0

Reimbursables

Description	Scheduled Value	Previously Billed		Cost This Period	Total Cost to Date	Balance to Complete
Print and Reproduce		\$2,868		\$25	\$2,893	
Construction Photographs		\$775		\$11	\$786	
Field Office Supplies		\$993		\$0	\$993	
Set Job Trailer		\$1,272		\$0	\$1,272	
Rent Office Trailer		\$9,750		\$375	\$10,125	
Postage		\$2,787		\$0	\$2,787	
Photocopies		\$5,255		\$0	\$5,255	
Field Office Equipment		\$914		\$35	\$949	
Communications		\$9,125		\$569	\$9,694	
Drinking Water		\$35		\$0	\$35	
Total Reimbursables	\$55,110	\$33,774		\$1,015	\$34,789	\$20,321

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (PKD Change Order No. 1)

Application No: 41
 Application Date: 6/29/06
 Period From: 5/21/06
 To: 6/20/06

General Conditions (PKD Change Order No. 1 & No. 3)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Superintendent	\$391,299	\$373,094	\$11,527	\$384,621	\$6,678
Miscellaneous Permits	\$0	\$0	\$0	\$0	\$0
Project Signs	\$1,919	\$1,919	\$0	\$1,919	\$0
Layout by Licensed Surveyor	\$2,142	\$1,642	\$0	\$1,642	\$500
Dumpster	\$60,188	\$59,798	\$2,231	\$62,029	(\$1,841)
Inspect & Test	\$35,402	\$30,976	\$95	\$31,071	\$4,331
Project Clean-Up	\$9,092	\$6,060	\$0	\$6,060	\$3,032
Clean Glass	\$2,500	\$0	\$0	\$0	\$2,500
Final Clean-Up	\$5,600	\$0	\$0	\$0	\$5,600
Bid Document Distribution	\$995	\$995	\$0	\$995	\$0
Job Office Maintenance	\$250	\$0	\$0	\$0	\$250
Temporary Toilets	\$6,131	\$5,911	\$260	\$6,171	(\$40)
Temp. Elect. Serv. Connection	\$16,639	\$16,639	\$0	\$16,639	\$0
Temp. Water Serv. Connection	\$0	\$0	\$0	\$0	\$0
Temp Gas Service Connection	\$0	\$0	\$0	\$0	\$0
Elect. Power Serv. Connection	\$0	\$0	\$0	\$0	\$0
Water Service Connection	\$0	\$0	\$0	\$0	\$0
Gas/Main Connection	\$500	\$0	\$0	\$0	\$500
Cable TV Connection	\$500	\$0	\$0	\$0	\$500
Electric Power Usage	\$112,508	\$109,697	\$16,312	\$126,009	(\$13,501)
Partial Winter Protection	\$93,817	\$92,817	\$0	\$92,817	\$1,000
Temporary Heat	\$143,043	\$54,342	\$0	\$54,342	\$88,701
Small Tools/Equipment	\$1,726	\$798	\$0	\$798	\$928
Rectify/Repair	\$1,000	\$0	\$0	\$0	\$1,000
Project Truck	\$604	\$104	\$0	\$104	\$500
Dedication	\$2,500	\$0	\$1,835	\$1,835	\$665
Misc. Site Items	\$5,000	\$232	\$0	\$232	\$4,768
Temp. Roads/Park/Laydown	\$8,809	\$6,809	\$0	\$6,809	\$2,000
Security Fence	\$14,966	\$12,966	\$2,432	\$15,398	(\$432)
Street Barricades	\$0	\$0	\$0	\$0	\$0
Pumping/Dewatering	\$226	\$226	\$0	\$226	\$0
Dust/Noise Partitions	\$847	\$847	\$0	\$847	\$0
Animal Control A/C	\$7,582	\$7,582	\$0	\$7,582	\$0
Insulation Removal Wing 1, & 3	\$32,108	\$32,108	\$0	\$32,108	\$0
Total General Conditions	\$957,893	\$815,562	\$34,692	\$850,254	\$107,639

RESOLUTION NO. 5508

RESOLUTION APPROPRIATING \$11,693.08 FROM THE CHAMPAIGN COUNTY
NURSING HOME CONSTRUCTION FUND FOR INVOICE 0015421 FROM GHR
ENGINEERS & ASSOCIATES, INCORPORATED

WHEREAS, the County of Champaign entered into an agreement with GHR Engineers & Associates, Incorporated of Champaign, Illinois in June 2006 for the purpose of engineering consulting services relating to HVAC issues at the new Champaign County Nursing Home facility; and

WHEREAS, the County Board approves Invoice 0015421 from GHR Engineers & Associates, Incorporated in the amount of \$11,693.08 for Professional Services provided through May 17, 2006 per the said agreement; and

WHEREAS, the invoice is for Professional Fees.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Invoice 0015421 from GHR Engineers & Associates.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board



ENGINEERS AND ASSOCIATES, INC.
 Mechanical & Electrical Consulting Engineers

1615 South Neil St. • Champaign, IL 61820
 Tel: (217) 356-0536 • Fax: (217) 356-1092
 ksiuts@ghrinc.com • FEIN: 37-0860182

June 14, 2006
 Project No: 6148.0000
 Invoice No: 0015421

Mr. Denny Inman
 Champaign County
 1776 East Washington
 Urbana IL 61802

Project: 6148.0000 Champaign County Nursing Home Assistance

Professional Services: April 30, 2006 through May 17, 2006

Task: 002 HVAC System Review

Professional Personnel

	Hours	Rate	Amount
Principal			
Gleason, James N.	47.50	140.00	6,650.00
Kienzler, Lawrence R.	39.00	122.80	4,789.20
Employee			
Hicks, Shannon	1.00	65.30	65.30
Wright, Pamela J.	3.50	53.88	188.58
Totals	91.00		11,693.08
Total Labor			11,693.08

Total this task \$11,693.08

Total this invoice \$11,693.08

Outstanding Invoices

Number	Date	Balance
0015329	05/18/06	5,705.15
Total		5,705.15

RESOLUTION NO. 5504

RESOLUTION APPROPRIATING \$72,671.51 FROM THE HIGHWAY FACILITY
CONSTRUCTION FUND FOR INVOICE 127796 FROM BLDD ARCHITECTS

WHEREAS, the County of Champaign entered into an agreement with BLDD Architects of Champaign, Illinois in July 2005 for the purpose of Architectural/Engineering services for the construction of the new Champaign County Fleet/Highway facility; and

WHEREAS, the County Board approves Invoice 127796 from BLDD Architects in the amount of \$72,671.51 for Professional Services provided through June 18, 2006 per the said agreement; and

WHEREAS, the Pay Request is for Professional Services relating to the crafting of construction documents.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Invoice 127796 from BLDD Architects.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2005.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

JUN 30 2006



Principals

L. Eugene Dillow, AIA
John R. Drayton, AIA
Michael E. Cardinal, AIA
Randall L. West, AIA
Samuel J. Johnson, AIA
Steven T. Oliver, AIA

Associates

Scott M. Likins, AIA
Bruce L. Maxey, AIA
Barbara Meek, AIA
Mark A. Ritz, AIA
Timothy J. McGrath, AIA
John S. Whitlock, AIA
R. Carson Durham, AIA

Champaign County Highway Dept.
Brookens Administration Center
1776 E. Washington Street
Urbana, IL 61802
Attn: Denny Inman

June 27, 2006
Invoice No: 127796
Project No: 053015.400

Re: Champaign Cty Fleet Maintenance Highway Facility

For professional services rendered for the period May 20, 2006 to June 18, 2006
for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
PROGRAMMING	75,000.00	100.00%	75,000.00	75,000.00	0.00
SCHEMATIC DESIG	67,500.00	100.00%	67,500.00	67,500.00	0.00
DESIGN DEVELOPMNT	90,000.00	100.00%	90,000.00	90,000.00	0.00
CONST DOCUMENTS	180,000.00	90.00%	162,000.00	90,000.00	72,000.00
BID/NEGOTIATION	22,500.00	0.00%	0.00	0.00	0.00
CONST ADMIN	90,000.00	0.00%	0.00	0.00	0.00
	<u>1,396.00</u>	<u>0.00%</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Fix Fee	526,396.00		394,500.00	322,500.00	72,000.00

Vendor	Invoice #	Inv. Amt.	Memo
Decatur Blue Print	27006	665.00	
Carsons Brinckerhoff Quade & Douglas	06212006	6.51	
		<u>671.51</u>	

Invoice Total \$72,671.51

Due and payable upon receipt. Subject to finance charge of 1% per month after 30 days.

Over 75 Years of Architecture

100 merchant street
decatur, illinois 62523
phone 317.422.5125

2104 west springfield avenue
champaign, illinois 61821
phone 317.650.0600

115 west jefferson, suite 103
bloomington, illinois 61701
phone 309.322.5225

833 west jackson, suite 100
chicago, illinois 60607
phone 312.427.1100



DECATUR BLUEPRINT, INC.
 230 WEST WOOD • DECATUR, ILLINOIS 62523
 PH 217.423.7589 • FAX 217.423.7580
 WWW.DECATURBLUE.COM

SALES TICKET
 Number: **27006**
 Date: **May 1, 2006**
 Page: **1**

Sold To: **BLDD Architects - Champaign**
2104 W. Springfield Avenue
Champaign, IL 61821

Ship to:

Payment Terms	Customer PO	Customer ID	
Net 30 Days	053015.400	BLDDCH	
Sales Rep ID	Shipping Method	Ship Date	Due Date
SNYDER	DELIVERED		5/31/06

Quantity	Description	Total
95	PLOT FILES 24X36 (50% REVIEW) RYAN 5/30/06	190.00
2,850	S/F DIGITAL PRINTS 5 OF 95 24X36 (50% REVIEW) RYAN 5/30/06	399.00
380	S/F DIGITAL REDUCTIONS 2 OF 95 12X18 (50% REVIEW) RYAN 5/30/06	76.00
JOB: CHAMPAIGN CO. HIGHWAY DEPT. - FLEET MAINTENANCE		

	Subtotal	665.00
	Sales Tax	
	Total Amount	665.00
CHECK/CREDIT CARD	Payment Received	
	TOTAL DUE	665.00

Received By: _____



**Parsons
Brinckerhoff
Quade &
Douglas, Inc.**

11757 Katy Freeway
Suite 600
Houston, TX 77079
281-558-7273
Fax: 281-558-7282

INVOICE

June 21, 2006

Mr. Mark Ritz
BLDD Architects, Inc.
2104 W. Springfield Avenue
Champaign, IL 61820

RE: Champaign, IL - Programming, Concept Plan Development, Design Guideline Document, Quality Control Services, Equipment Specifications, Layout and Cost Estimating
PBQD Project Number 16815FFD
PBQD Invoice Number 3 (RA#300192/300193), Period End June 09, 2006

	<u>Budget</u>	<u>% Complete</u>	<u>Cost to Date</u>	<u>Previously Invoiced</u>	<u>Cost Due This Period</u>
Task 1 - Programming	\$17,998	100%	\$17,998.00	\$17,998.00	\$0.00
Task 2 - Schematic Design	\$2,385	100%	\$2,385.00	\$2,385.00	\$0.00
Task 3 - Design Development	\$11,258	100%	\$11,258.00	\$0.00	\$11,258.00
Task 4 - Construction Documents	\$11,258	90%	\$10,132.20	\$0.00	\$10,132.20
Task 5 - Bidding & Construction	\$9,406	0%	\$0.00	\$0.00	\$0.00
Totals	\$52,305		\$41,773.20	\$20,383.00	
Direct Expenses (Actuals)	\$4,258	Actuals	\$4,257.58	\$4,251.07	\$6.51

Total Due This Invoice: \$21,396.71

In our continuing effort to improve efficiency and reduce and monitor cost, Parsons Brinckerhoff has instituted a "Lock Box" arrangement to receive payment of invoices. Please remit payment of this invoice in the enclosed pre-printed envelope addressed to:

Parsons Brinckerhoff
P.O. Box 51615
Los Angeles, CA 90051-5915

A duplicate copy of the invoice sheet is provided so that you may include it with our payment check. Your cooperation is appreciated. Please contact me directly at (281) 558-7273 if there are any further questions.

Sincerely,

Matthew Geyer
Project Manager

100

INVOICE

Page 2

RE: Champaign, IL - Programming, Concept Plan Development, Design Guideline Document, Quality Control Services, Equipment Specifications, Layout and Cost Estimating
PBQD Project Number 16815FFD
PBQD Invoice Number 3 (RA#300192/300193), Period End June 09, 2006

DIRECT EXPENSE

Federal Express	\$6.20
Total	\$6.20
Handling Fee (5%)	\$0.31
Total Direct Expenses For This Period	\$6.51

RESOLUTION NO. 5484

RESOLUTION APPOINTING W. STEPHEN MOSER AS A COUNTY BOARD LIAISON TO
THE UNIVERSITY OF ILLINOIS EXTENSION BOARD

WHEREAS, Barbara Wysocki has submitted to the County Board her appointment of W. Stephen Moser to be a County Board Liaison to the University of Illinois Extension Board; and

WHEREAS, such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5.

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the County Board does hereby advise and consent to the appointment of W. Stephen Moser to be a County Board Liaison to the University of Illinois Extension Board for a term commencing July 21, 2006 and ending November 30, 2006.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 5510

RESOLUTION ON RETURN OF FUNDS TO THE STATE BOARD OF ELECTIONS

WHEREAS, the Champaign County Board approved Resolution Number 5081 entitled "Accessible Voting Equipment" on September 22, 2005 and Resolution Number 5186 entitled: "Resolution Authorizing Action Regarding Optical Scan Voting Equipment"; and

WHEREAS, the purpose of the said resolutions was to enter into agreements with the Illinois State Board of Elections to apply for and accept funds under the provisions of the Help America Vote Act ("HAVA"), for the purchase of new accessible systems and voting equipment certified by the State Board of Elections and in compliance with HAVA requirements; and

WHEREAS, as part of the said agreements, the County Board agreed, upon receipt of HAVA Funds from the State Board of Elections, to forward payment to its vendors no later than thirty (30) days following receipt of the said assistance payment or by the due date indicated on the contract, whichever is earlier as required by federal cash management statutes. In addition, the Board further agreed to forward copies of the checks paid to its vendors and copies of paid invoices from the vendors to the State Board of Elections within thirty (30) days of paying its vendors; and

WHEREAS, the County received notification from the State Board of Elections in a letter to the Champaign County Clerk dated June 15, 2006, and a second letter to the Champaign County Board Chair dated July 7, 2006 that the County has breached its agreements with the State Board of Elections by failing to comply with the terms of the said agreements as to the following grants:

- EAID Grant
- PPA Grant
- EAI Grant

and

WHEREAS, the State Board of Elections has directed that since the terms of the agreement were not met, and the said entirety of the funds from these three grants were not expended nor returned by July 1, 2006, that the said funds would need to be remitted by the County back to the State Board of Elections immediately in order to allow the County to be eligible for future grants, including reapplication for these funds.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board authorizes the return of the HAVA grant money from the State Board of Elections consisting of:

- unexpended EAID Grant monies
- unexpended PPA Grant monies
- unexpended EAI Grant monies

which were awarded as a result of the passage of Resolutions 5081 and 5186, immediately upon the execution of this resolution, in order to rectify its breaches of agreement with the State Board of Elections.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D., 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 5486

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00071

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 075 Regional Planning Commission Dept. 679 I-57 Corridor Partnership	
Increased Appropriations	
511.03 Regular Full-Time Employees	\$3,500
522.03 Books, Periodicals & Manuals	\$250
522.06 Postage, UPS, Federal Express	\$300
522.15 Gasoline & Oil	\$350
533.07 Professional Services	\$5,750
533.12 Job-Required Travel Expense	\$500
533.84 Business Meals/Expenses	\$350
533.89 Public Relations	<u>\$1,000</u>
Total	\$12,000
Increased Revenue	
341.40 Technical Service Contract	<u>\$12,000</u>
Total	\$12,000

REASON: To serve as administrative/fiscal agent for partnership whose goal is advancement of economic development along corridor.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 679 I-57 CORRIDOR PARTNERSHIP

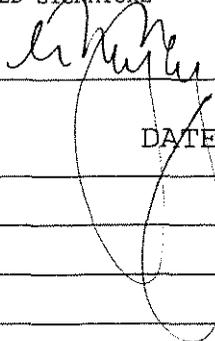
INCREASED APPROPRIATIONS:

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

INCREASED REVENUE BUDGET:

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

EXPLANATION: TO SERVE AS ADMINISTRATIVE/FISCAL AGENT FOR PARTNERSHIP WHOSE GOAL IS ADVANCEMENT OF ECONOMIC DEVELOPMENT ALONG CORRIDOR

DATE SUBMITTED: 6/20/06	AUTHORIZED SIGNATURE 	** PLEASE SIGN IN BLUE INK **
----------------------------	---	-------------------------------

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-679-511.03 REG. FULL-TIME EMPLOYEES	0	0	3,500	3,500
075-679-522.03 BOOKS, PERIODICALS & MAN.	0	0	250	250
075-679-522.06 POSTAGE, UPS, FED EXPRESS	0	0	300	300
075-679-522.15 GASOLINE & OIL	0	0	350	350
075-679-533.07 PROFESSIONAL SERVICES	0	0	5,750	5,750
075-679-533.12 JOB-REQUIRED TRAVEL EXP	0	0	500	500
075-679-533.84 BUSINESS MEALS/EXPENSES	0	0	350	350
075-679-533.89 PUBLIC RELATIONS	0	0	1,000	1,000
TOTALS	0	0	12,000	12,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-679-341.40 TECHNICAL SERVICE CONT.	0	0	12,000	12,000
TOTALS	0	0	12,000	12,000

RESOLUTION NO. 5487

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00072

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 075 Regional Planning Commission Dept. 680 Shelter Plus Care I	
Increased Appropriations	
511.03 Regular Full-Time Employees	\$6,500
533.12 Job-Required Travel Expense	\$250
533.85 Photocopy Services	\$250
534.38 Emergency Shelter/Utilities	<u>\$81,475</u>
Total	\$88,475
Increased Revenue	
331.14 HUD-Shelter Plus Care	<u>\$88,475</u>
Total	\$88,475

REASON: To accommodate new annual federal HUD grant for Shelter Plus Care Program beginning July 1, 2006. The objective of the program is to provide housing and supportive services for homeless and disabled clients.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 680 SHELTER PLUS CARE I

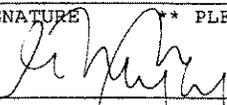
INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-680-511.03 REG. FULL-TIME EMPLOYEES	0	0	6,500	6,500
075-680-533.12 JOB-REQUIRED TRAVEL EXP	0	0	250	250
075-680-533.85 PHOTOCOPY SERVICES	0	0	250	250
075-680-534.38 EMRGNCY SHELTER/UTILITIES	0	0	81,475	81,475
TOTALS	0	0	88,475	88,475

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-680-531.14 HUD-SHELTER PLUS CARE	0	0	88,475	88,475
TOTALS	0	0	88,475	88,475

EXPLANATION: TO ACCOMMODATE NEW ANNUAL FEDERAL HUD GRANT FOR SHELTER PLUS CARE PROGRAM BEGINNING JULY 1, 2006. THE OBJECTIVE OF THE PROGRAM IS TO PROVIDE HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS AND DISABLED CLIENTS.

DATE SUBMITTED: 6/20/04 AUTHORIZED SIGNATURE:  ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 5488

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00073

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 075 Regional Planning Commission Dept. 681 Shelter Plus Care II	
Increased Appropriations	
511.03 Regular Full-Time Employees	\$7,700
533.12 Job-Required Travel Expense	\$250
533.85 Photocopy Services	\$250
534.38 Emergency Shelter/Utilities	<u>\$95,350</u>
Total	\$103,550
Increased Revenue	
331.14 HUD-Shelter Plus Care	<u>\$103,550</u>
Total	\$103,550

REASON: To accommodate new multi-year federal HUD grant for Shelter Plus Care Program retroactive to May 1, 2006. The objective of the program is to provide housing and supportive services for homeless and disabled clients.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 681 SHELTER PLUS CARE II

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-681-511.03 REG. FULL-TIME EMPLOYEES	0	0	7,700	7,700
075-681-533.12 JOB-REQUIRED TRAVEL EXP	0	0	250	250
075-681-533.85 PHOTOCOPY SERVICES	0	0	250	250
075-681-534.38 EMRGNCY SHELTER/UTILITIES	0	0	95,350	95,350
TOTALS	0	0	103,550	103,550

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-681-331.14 HUD-SHELTER PLUS CARE	0	0	103,550	103,550
TOTALS	0	0	103,550	103,550

EXPLANATION: TO ACCOMMODATE NEW MULTI-YEAR FEDERAL HUD GRANT FOR SHELTER PLUS CARE PROGRAM RETROACTIVE TO MAY 1, 2006. THE OBJECTIVE OF THE PROGRAM IS TO PROVIDE HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS AND DISABLED CLIENTS.

DATE SUBMITTED: 6/20/06 AUTHORIZED SIGNATURE: *[Signature]* ** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 5489

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00075

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 080 General Corporate Dept. 071 Public Properties	
Increased Appropriations	
544.46 1701 Main Outbuildings Construction	<u>\$61,388</u>
Total	<u>\$61,388</u>
Increased Revenue	
362.16 Tenant Reimbursement Building Improvement	<u>\$10,487</u>
Total	<u>\$10,487</u>

REASON: Per action by County Board at June 2006 meeting - approved expansion of EMA storage facility for use by ILEAS - cost for expansion is \$61,388 to be paid over two-year lease period by ILEAS - above revenue represents monies to be received through rents in FY2006.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 080 GENERAL CORPORATE

DEPARTMENT 071 PUBLIC PROPERTIES

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-071-544.46 1701 MAIN OUTBLDGS CONST	0	0	61,388	61,388
TOTALS	0	0	61,388	61,388

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-071-362.16 TENANT REIMB BLDG IMPRVMT	0	0	10,487	10,487
TOTALS	0	0	10,487	10,487

EXPLANATION: PER ACTION BY COUNTY BOARD AT JUNE, 2006 MEETING - APPROVED EXPANSION OF EMA STORAGE FACILITY FOR USE BY ILEAS - COST FOR EXPANSION IS \$61,388 TO BE PAID OVER TWO-YEAR LEASE PERIOD BY ILEAS - ABOVE REVENUE REPRESENTS MONIES TO BE RECEIVED THRU RENTS IN FY2006

DATE SUBMITTED:

7-11-06

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Ranae Wolken

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RESOLUTION NO. 5490

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00076

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 080 General Corporate Fund Dept. 031 Circuit Court	
Increased Appropriations	
544.33 Furnishings, Office Equipment	\$5,457
	Total \$5,457
Increased Revenue	
None (From General Corporate Fund Balance)	\$0
	Total \$0

REASON: To pay Bennett Electronics for Circuit Court sound system repair.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

REQUEST FOR BUDGET AMENDMENT

BA NO. 06-00076

FUND 080 GENERAL CORPORATE

DEPARTMENT 031 CIRCUIT COURT

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-031-544.33 FURNISHINGS, OFFICE EQUIP	0	0	5,457	5,457
TOTALS	0	0	5,457	5,457

INCREASED REVENUE BUDGET:

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

EXPLANATION: TO PAY BENNETT ELECTRONICS FOR CIRCUIT COURT SOUND SYSTEM REPAIR.

DATE SUBMITTED:

6/27/06

AUTHORIZED SIGNATURE

Kevin W. ...

PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

RECEIVED

JUN 27 2006

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE CHAMPAIGN COUNTY AUDITORS OFFICE

7 Industrial Ct. P.O. Box 12
Pontiac, Illinois 61764
Ph: 815-842-2380
Fx: 815-844-3932



Toll Free 800-221-2380
Email: bes@besmail.com
www.bennetelectronics.com

June 22, 2006

To: Alan Reinhart

From: John Lauth

Reference: Champaign County Courthouse
Courtroom Audio Processor Replacement Pricing
Equipment is manufactured by Biamp

1	A/F CM	Audia Flex Chassis	@	4,343.00	\$ 4,343.00
3	OP2c	2 Ch. Output Card	@	119.00	\$ 357.00
1	VCB	Voltage Control	@	197.00	\$ 197.00
1	BES Labor	Rewire Hardware & Program to Audia	@	560.00	\$ 560.00
1	Warranty	5 Year Parts 1 Year BES Labor			

Price per Courtroom \$ 5,457.00

*Sales tax is not included and will be added where applicable.
This proposal will be withdrawn after thirty (30) days.*

RESOLUTION NO. 5491

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00077

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 628 Election Assistance/Accessibility Dept. 022 County Clerk	
Increased Appropriations	
571.80 To General Corporate Fund 080	\$30,000
534.41 Return Unused Grant	\$40,000
511.03 Regular Full-time Employees	\$10,000
511.09 Overtime	\$5,000
544.38 Election/Voter Reg. Equipment	\$110,000
522.44 Equipment Less Than \$1,000	\$5,000
522.94 Election Supplies	\$1,000
522.01 Stationary & Printing	\$2,000
533.45 Building Repair-Maintenance	<u>\$35,000</u>
Total	\$238,000
Increased Revenue	
331.10 General Service Administration-Election Reform	\$12,000
331.10 General Service Administration -Election Reform	\$21,000
331.11 Election Commission-Help America Vote	\$260,000
331.97 HHS-Voting Access/Disability	<u>\$7,000</u>
Total	\$300,000

REASON: To recoup above expenses and to purchase new voter equipment.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 628 ELECTN ASSIST/ACCESSIBLTY DEPARTMENT 022 COUNTY CLERK

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	39,000	1,107,830	1,345,830	238,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	1,746,928	2,046,928	300,000

EXPLANATION: TO RECOUPE ABOVE EXPENSES AND TO PURCHASE NEW VOTER EQUIPMENT

DATE SUBMITTED:

July 7, 2006

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Mark Shelch

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:



Mark Shelden
Champaign County Clerk
Champaign County, Illinois

1776 East Washington Street
Urbana, IL 61802
Email: mail@champaigncountyclerk.com
Website: www.champaigncountyclerk.com

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

To: Champaign County Finance Committee
From: Mark Shelden
Re: Grants
Date: July 6, 2006

I have a rather complicated budget amendment that I believe needs some explanation. We received grant money in 2004 from the federal government through the State Board of Elections. We have spent approximately half that money with the other half to be yet expended this year. However, the State Board of Election would like that money returned to them until we have actually expended those funds. I anticipate that happening in the next couple months. At this writing, I am still waiting for approval on the costs related to remodeling our office to make it accessible for those in wheelchairs and those who are required to use the Voter Assistance Terminal.

We have also gone back for the last three fiscal years and identified expenditures that may be eligible for reimbursement from the State Board of Elections. Those requests have been submitted and we are awaiting word yet on those.

We also have requested funding for the voting machines which will be necessary to conduct early voting in our office. The cost of those machines is approximately \$60,000. Additionally, we have requested money for a high speed ballot counter that will facilitate counting of ballots when necessary on election night.

The budget amendment also reflects increased expenditures for various items funded by these federal grants.

When all this comes together, we are seeking funding that will allow us to reimburse the county for the full amount of the \$223,000 loan which was given us last year. At the time I was hopeful that this would happen but you'll recall that we had no guarantees, and indeed we still don't have guarantees. We also hope that we will be able to repay the General Corporate fund some of the costs that have already been paid in relation to the Help America Vote Act.

I will be at the next Finance Committee Meeting to fully discuss this issue.

RESOLUTION NO. 5500

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00079

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 080 General Corporate Fund	
Dept. 010 County Board	
Increased Appropriations	
533.95 Conferences & Training	<u>\$3,000</u>
Total	<u>\$3,000</u>
Increased Revenue	
None (From General Corporate Fund Balance)	<u>\$0</u>
Total	<u>\$0</u>

REASON: Policy, Personnel, & Appointments Committee recommends Finance Committee approve & forward to the County Board a budget amendment for three County Board members to attend NACo Conference with a subsidy of \$1,000 per member.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

REQUEST FOR BUDGET AMENDMENT

BA NO. 06-00079

FUND 080 GENERAL CORPORATE

DEPARTMENT 010 COUNTY BOARD

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-010-533.95 CONFERENCES & TRAINING	2,000	2,738	5,738	3,000
TOTALS	2,000	2,738	5,738	3,000

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: POLICY, PERSONNEL & APPOINTMENTS RECOMMENDS FINANCE APPROVE & FORWARD TO THE COUNTY BOARD A BUDGET AMENDMENT FOR 3 COUNTY BOARD MEMBERS ATTEND NACO CONFERENCE WITH A SUBSIDY OF 1,000.00 PER MEMBER.
PPA-JUNE 7, 2006 F-JULY 6, 2006

DATE SUBMITTED: <u>7-13-04</u>	AUTHORIZED SIGNATURE <u>Debra L. Busby</u>	** PLEASE SIGN IN BLUE INK **
-----------------------------------	---	-------------------------------

APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

COMMITTEE/COUNTY BOARD ROUTING OF INTER-COMMITTEE MEMO:
(Sequence of committee/board consideration)

- Justice & Social Services County Facilities Policy, Personnel, & Appointments
 Finance Highway ELUC County Board
-

**CHAMPAIGN COUNTY BOARD
INTER-COMMITTEE MEMORANDUM**

INITIATING BODY: POLICY, PERSONNEL, & APPOINTMENTS COMMITTEE

DATE OF COMMITTEE MEETING: June 7, 2006 **CHAIR:** Tom Betz

SUMMARY OF MOTION OR RECOMMENDATION:

The Policy, Personnel, & Appointments Committee recommends the Finance Committee approve and forward to the County Board a budget amendment for three Board members to attend the 2006 National Association of Counties Conference with a subsidy of \$1,000 per member.

COMMITTEE ACTION DESIRED: (Circle)

Concurrence Concur and forward Information Only Recommendation Motion

RECEIVING COMMITTEE: FINANCE COMMITTEE

DATE OF NEXT MEETING: July 6, 2006 **CHAIR:** Brendan McGinty

RESPONSE OF RECEIVING COMMITTEE:

All Finance agenda items are to be directly forwarded to the County Board because the July regular FINANCE meeting was canceled.

Distribution: (Check) At Committee Meeting With Agenda With Addendum

RESOLUTION NO. 5509

EMERGENCY BUDGET AMENDMENT

July, 2006

FY 2006

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2005-2006 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2005-2006 budget:

Budget Amendment #06-00081

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Fund 080 General Corporate Fund Dept. 036 Public Defender		
Increased Appropriations		
511.02 Appointed Official Salary		<u>\$11,392</u>
	Total	\$11,392
Increased Revenue		
335.70 State Salary Reimbursement		<u>\$40,201</u>
	Total	\$40,201

REASON: Increase in salary of Public Defender to 95% of State's Attorney pursuant to adoption of County Board Resolution No. 5451.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

FUND 080 GENERAL CORPORATE

DEPARTMENT 036 PUBLIC DEFENDER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-036-511.02 APPOINTED OFFICIAL SALARY	115,747	115,747	127,139	11,392
TOTALS	115,747	115,747	127,139	11,392

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-036-335.70 STATE SALARY REIMBURSMENT	0	0	40,201	40,201
TOTALS	0	0	40,201	40,201

EXPLANATION: INCREASE IN SALARY OF PUBLIC DEFENDER TO 95% OF STATE'S ATTORNEY PURSUANT TO ADOPTION OF COUNTY BOARD RESOLUTION NO. 5451.

DATE SUBMITTED:

7-13-06

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **

Jenna Brown

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RESOLUTION NO. 5492

PURCHASES NOT FOLLOWING PURCHASING POLICY

July, 2006

FY 2006

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

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

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on July 20, 2006 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

7/20/06

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

PARENT COMMITTEE	DEPARTMENT	APPROPRIATION #	VR#/PO#	/R/PO DATE	DESCRIPTION	VENDOR	AMOUNT
COUNTY TRAVEL OVER 60 DAYS PAST							
Justice & Social Services	Head Start	104-676-533.12	VR#104-1422	06/28/06	Mileage Jan 1-31	Lynn Watson	\$ 70.31
	Head Start	104-676-533.12	VR#104-1423	06/28/06	Mileage Feb 1-28	Lynn Watson	\$ 69.42
	Head Start	104-676-533.12	VR#104-1424	06/28/06	Mileage Mar 1-31	Lynn Watson	\$ 74.76
	Head Start	104-676-533.12	VR#104-1426	06/28/06	Mileage Apr 1-27	Lynn Watson	\$ 144.18
FY2005 EXPENDITURES PAID IN FY2006							
Justice & Social Services	* Nursing Home	081-430-534.83	VR#044-908	05/25/06	Med src Apr 04-Oct 05	Provena Medical Center	\$ 248.96
	* Nursing Home	081-430-534.83	VR#044-909	05/25/06	Med src Jan 04-Jan 05	Christie Clinic	\$ 5,895.40
	* Correctional Ctr	080-140-533.06	VR#140-371	06/08/06	Medical service 7/14/05	Carle Physician Service	\$ 44.00
	* Sheriff	080-040-522.45	VR#040-212	06/09/06	Vehicle flasher 8/17/05	Federal Signal Emerg Proc	\$ 104.92
	* Jail Commissary	658-140-522.26	VR#658-051	05/31/06	Supplies Sep-Oct 05	Crawford Supply	\$ 1,397.16
	* Circuit Court	080-031-533.03	VR#031-276	06/14/06	Atty fees Dec 04-Nov 05	Gary Webber	\$ 1,625.00
	* Circuit Court	080-031-533.03	VR#031-277	06/14/06	Attorney fee Aug-Nov 05	James Kuehl	\$ 2,850.00
Environment & Land Use	* RPC	075-827-533.07	VR#029-776	06/29/06	Psych eval 9/01/05	Focus - Human Resource	\$ 300.00

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

** Paid- For Information Only

76

RESOLUTION NO. 5493

PAYMENT OF CLAIMS AUTHORIZATION

July, 2006

FY 2006

WHEREAS, the County Auditor has examined the Expenditure Approval List of claims against the County of Champaign totaling \$6,839,348.61 including warrants 367429 through 368355; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$6,839,348.61 including warrants 367429 through 368355 is approved.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 5494

RESOLUTION DESIGNATING DEPOSITORIES FOR FUNDS

WHEREAS, Daniel J. Welch, County Treasurer of the County of Champaign, State of Illinois, Pursuant to ILCS 55 5/3-11002 of the Illinois Compiled Statutes, requests the County Board of the County of Champaign to designate a bank or banks, or other depositories in which the funds and other public monies in his custody may be deposited; and

WHEREAS, the designation of depositories for the keeping of County Funds and other public monies in the custody of the County Treasurer of the County of Champaign is a valid exercise of power and duties of said County Board.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Champaign, State of Illinois, that the following Financial Institutions are hereby designated as depositories for the County Funds and other public monies in the custody of Daniel J. Welch, County Treasurer of the County of Champaign:

Bank of Rantoul	Rantoul
J.P. Morgan Chase Bank	Champaign
Bank Champaign	Champaign
Main Street Bank & Trust	Champaign
Busey Bank	Urbana
Central Illinois Bank	Champaign
Dewey State Bank	Dewey
First Federal Savings Bank	Champaign
First Mid-Illinois Bank & Trust	Urbana
First Midwest Bank	Champaign
FreeStar Bank	Champaign
Sidell State Bank	Homer
First National Bank of Ivesdale	Ivesdale
First National Bank of Ogden	Ogden
First Bank & Trust	Savoy
Fisher National Bank	Fisher
The Gifford State Bank	Gifford
Heartland Bank & Trust Co.	Champaign
Hickory Point Bank & Trust	Champaign
Centrue Bank	Champaign
Longview State Bank	Sidney
National City Bank	Champaign
Peoples State Bank	Mansfield
Philo Exchange Bank	Philo
Strategic Capital Bank	Champaign
U of I Employees Credit Union	Champaign
Regions Bank	Champaign
Illinois Funds C/O U.S. Bank	Springfield
CDARS Promontory Network	Champaign

BE IT FURTHER RESOLVED that this resolution shall supersede and cancel all previous resolutions relating to the designation of depositories for funds in the custody of the Champaign County Treasurer.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of July, A.D., 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 5495

RESOLUTION AUTHORIZING A COLLATERAL AGREEMENT BETWEEN CHAMPAIGN COUNTY AND FREESTAR BANK, NA

WHEREAS, pursuant to 55ILCS 5/3-11002 and Champaign County Board Resolution Number 5494, FreeStar Bank, NA (hereinafter "BANK") has been designated a depository for Champaign County (hereinafter "COUNTY") funds and other public monies in the custody of the Champaign County Treasurer; and

WHEREAS, the Champaign County Treasurer desires to continue to maintain substantial deposits of COUNTY funds at BANK in excess of the amount insured by the Federal Deposit Insurance Corporation, the National Credit Union Administration, or other approved share insurer; and

WHEREAS, BANK desires to hold such deposits of COUNTY funds and can provide pledged securities as collateral security for those deposits; and

WHEREAS, a Collateral Agreement between the COUNTY and Freestar Bank, NA has been prepared.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Collateral Agreement with FreeStar Bank, NA.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

COLLATERAL AGREEMENT

This Agreement made and executed this 25th day of May, 2006, by and between the Daniel J. Welch, as Champaign County Treasurer and Ex-Officio County Collector, and as Treasurer for the following governmental units on behalf of whom he acts as Treasurer: Champaign County (hereinafter, "TREASURER"), and FreeStar Bank, NA (hereinafter, "BANK"), and Independent Bankers Bank (hereinafter, "DEPOSITORY").

WHEREAS, BANK is a banking corporation organized under the laws of the State of Illinois, located at 1704 S. Neil, Suite C, City of Champaign, County of Champaign, State of Illinois; and

WHEREAS, DEPOSITORY is a Commercial Bank organized under the laws of the State of Illinois, located at 3161 W. White Oaks Dr., Ste. 300, City of Springfield, County of Sangamon, State of Illinois; and

WHEREAS, pursuant to 55 ILCS 5/3-11002 and Champaign County Board Resolution Number 5494, BANK has been designated a depository for Champaign County (hereinafter, "COUNTY") funds and other public monies in the custody of TREASURER; and

WHEREAS, TREASURER desires to continue to maintain substantial deposits of COUNTY funds at BANK in excess of the amount insured by the Federal Deposit Insurance Corporation, the National Credit Union Administration, or other approved share insurer; and

WHEREAS, BANK desires to hold such deposits of COUNTY funds and can provide pledged securities as collateral security for those deposits;

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

ARTICLE 1. INCORPORATION OF RECITALS

1.1 The above Recitals are incorporated into and constitute a part of this Agreement.

ARTICLE 2. COLLATERAL

2.1 BANK hereby pledges and grants to COUNTY a security interest in the securities described in Exhibit "A," attached hereto, to secure the repayment to COUNTY of deposits of COUNTY funds at BANK made by TREASURER prior or subsequent hereto to the extent that COUNTY time and demand deposits exceed _____ dollars (\$ _____), the insurance limitation provided by the Federal Deposit Insurance Corporation, the National Credit Union Administration, or other approved share insurer. Such securities and including substitutions thereof, as permitted by this Agreement, are hereinafter referred to as the "PLEDGED SECURITIES."

2.2 BANK will perfect COUNTY's security interest in the PLEDGED SECURITIES. BANK further warrants and represents to and covenants with COUNTY that its security interest in the PLEDGED SECURITIES is now and at all times afterward shall be perfected and have first priority. BANK, at its own expense, shall defend the PLEDGED SECURITIES against all claims and demands of any person or entity at any time claiming any interest in it adverse to COUNTY.

2.3 BANK shall deliver to COUNTY, in form and substance acceptable to it, all agreements, instruments and documents to perfect and maintain perfected COUNTY's security interest in the PLEDGED SECURITIES and to consummate the transactions contemplated in or by this Agreement.

2.4 At all times during which this Agreement is in effect, the dollar amount of the PLEDGED SECURITIES shall equal or exceed the minimum level of collateral security. Should the dollar amount of the PLEDGED SECURITIES at any time not equal or exceed the minimum

level of collateral security, BANK shall cure such deficiency within two (2) days after knowledge thereof by delivery to DEPOSITORY of additional PLEDGED SECURITIES in the dollar amount of not less than any such deficiency.

2.5 In the event that TREASURER withdraws from BANK, COUNTY shall release the aforesaid security interest in the PLEDGED SECURITIES in the dollar amount necessary to reduce the total amount of PLEDGED SECURITIES to the new minimum level of collateral security and will forthwith take all action necessary to authorize DEPOSITORY to release and deliver PLEDGED SECURITIES to BANK.

In the event that TREASURER increases COUNTY funds deposited with BANK, BANK shall thereupon deliver to DEPOSITORY additional PLEDGED SECURITIES in the dollar amount necessary to raise the total dollar amount of PLEDGED SECURITIES to the new minimum level of collateral securities.

2.6 Any provision of the Agreement that refers to the dollar amount or value of PLEDGED SECURITIES shall be deemed to mean the face value or market value thereof, whichever is lower. It is the intent of the parties to this Agreement that any determination of the value of any PLEDGED SECURITIES, or substitutions thereof, is to be made by and is the joint responsibility of COUNTY and BANK, and any question or dispute over such value is to be resolved jointly by COUNTY and BANK.

2.7 BANK may substitute securities used as collateral consistent with the terms of this section.

- (a) BANK may only substitute securities with one or more of the following:
 - (i) Negotiable obligations of the United States Government;
 - (ii) Negotiable obligations of any agency or instrumentality of the United States Government guaranteed by the full faith and credit of the United States Government;
 - (iii) Negotiable obligations of the State of Illinois and rated obligations of other states; or of any country, city, town or municipal corporation of this State or any other political subdivision of this State which are rated A or better by Moodys or Standard and Poors;
 - (iv) Negotiable obligations of any State of the United States, or any municipal or other political subdivision thereof which are rated AA or better by Moodys or Standard and Poors rating thereof; and/or
 - (v) Other acceptable collateral as identified in the most current version of the Illinois Compiled Statutes for use by Treasurer of the State of Illinois, and approved in advance in writing by the TREASURER. However, at no time will mortgage-backed securities be accepted as collateral.
- (b) The new PLEDGED SECURITY must be of the same or greater value as the PLEDGED SECURITIES being replaced;
- (c) The new PLEDGED SECURITY must meet the collateralization requirements set forth in Section 9.0 of the Investment Policy for percentage of market value based on the type of security. Except as specifically stated therein, the collateralization level shall be one hundred ten percent (110%) of the market value;

- (d) The principal of any such negotiable obligation deposited pursuant to this Agreement shall not be amortized during the life of the security;
- (e) This Section prevails over any conflicting provision of the Investment Policy making the TREASURER and appointed Chief Deputy solely authorized to substitute pledged collateral, provided that BANK complies with all other terms of this Agreement and the Investment Policy applicable to such substitutions.

Not less than two (2) days prior to delivery by BANK to DEPOSITORY of substitute securities described in (a)(i) through (v) above, BANK shall give written notice of the substitution to COUNTY. Such notice shall contain a complete description of the substitute securities, the total dollar amount as of the day of notice, and the Moodys or Standard and Poors rating thereof, if any. Within ten (10) days, excluding Saturdays, Sundays and holidays, after receipt of said notice, COUNTY may object to the substitution, and may, in its sole discretion, require that the substitution be rescinded. In such event, BANK agrees to withdraw the securities so substituted and to substitute for the same other securities described in paragraph (a)(i) through (v) above that are acceptable to COUNTY.

ARTICLE 3. WARRANTIES, REPRESENTATIONS, AND COVENANTS

- 3.1 BANK warrants and represents to and covenants with COUNTY that:
- (a) BANK has the right, power and capacity and is and will be duly authorized and empowered to enter into, execute, deliver and perform this Agreement. BANK agrees to submit this Agreement for approval by its Loan Committee or its Board of Directors at the next meeting of said body, and to submit certification from the Depository Bank's President or Corporate Secretary to the Depositor that said body has recognized and adopted this Agreement within thirty (30) days of execution of this Agreement;
 - (b) the execution, delivery and/or performance by BANK of this Agreement shall not, and will not, by the lapse of time, the giving of notice or otherwise, constitute a

violation of any applicable law or a breach of any provision contained in BANK's articles of incorporation, by-laws, articles of partnership or similar document, or contained in any agreement, instrument or document to which BANK is now or later a party or by which it is or may become bound;

- (c) BANK has and at all times shall have good, indefeasible and merchantable title to and ownership of the PLEDGED SECURITIES free and clear of all liens, claims, security interests and encumbrances except those of COUNTY;
- (d) BANK is now and at all times hereafter, shall be solvent and generally paying its debts as they mature, and BANK now owns and shall at all times own property which, at a fair valuation, is greater than the sum of its debts;
- (e) BANK is not, and will not be during the term of this Agreement in violation of any applicable federal, state or local statute, regulation or ordinance, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; and
- (f) BANK is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound.

3.2 BANK warrants and represents to and covenants with COUNTY that BANK shall not, without COUNTY's prior written consent:

- (a) grant a security interest in, assign, sell or transfer any of the PLEDGED SECURITIES to any person or entity or permit, grant, or suffer a lien, claim or encumbrance upon any of the PLEDGED SECURITIES;
- (b) enter into any transaction not in the ordinary course of business which materially and adversely affects BANK's ability to repay deposits of COUNTY funds; or
- (c) other than in the ordinary course of business, or as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease, substitute, or otherwise dispose of or transfer, whether by sale, loan, distribution, or otherwise any of BANK's assets;
- (d) transfer any of the County's deposits to the DEPOSITORY.

3.3 BANK shall promptly pay, when due, all taxes, levies, assessments, charges, liens, claims or encumbrances of any federal, state or local agency, body or department upon BANK's liabilities, business, assets, income or receipts and will promptly discharge the same.

3.4 Reports by BANK

- (a) BANK shall furnish monthly statements to COUNTY and DEPOSITORY during the term of this Agreement designating the PLEDGED SECURITIES. This report shall include a listing of individual securities held at the end of the reporting period, by maturity date, interest rate, term, and purchase date;
- (b) In addition, BANK shall cause to be furnished to COUNTY such other data and information (financial and otherwise) as COUNTY, TREASURER, or any external auditor may reasonably request, from time to time, bearing upon or related to the PLEDGED SECURITIES, BANK's financial condition and/or results of operations.

3.5 DEPOSITORY is hereby designated as depository for the purpose of holding the PLEDGED SECURITIES and agrees to deal with same as provided herein.

3.6 BANK shall pay all service charges made by DEPOSITORY in connection with this Agreement. COUNTY shall not be responsible, under any circumstances, for payment to DEPOSITORY for services performed pursuant to this Agreement.

3.7 DEPOSITORY shall be authorized to do the following:

- (a) Deliver receipts to BANK upon receipt of any PLEDGED SECURITY or substitutions thereof;
- (b) Hold the PLEDGED SECURITIES as collateral security in the manner set forth herein;
- (c) Release PLEDGED SECURITIES to BANK as set forth in Article 2.5 hereof upon written instruction from COUNTY;

- (d) Either keep the PLEDGED SECURITIES separate and apart and not commingled with any other securities or, at a minimum, hold the PLEDGED SECURITIES in bulk with securities of the same class and issuer; provided, that in such case the PLEDGED SECURITIES shall be clearly identified as those belonging to BANK and pledged to the COUNTY;
- (e) Collect maturing interest coupons and principal on the PLEDGED SECURITIES, which are in bearer form and credit the account to BANK;
- (f) Surrender to BANK all PLEDGED SECURITIES that are requested by BANK to be surrendered (whether for the reason that they are maturing, have been called or redeemed, or are being substituted for by BANK), provided that BANK shall, either prior to or concurrently with such surrender, substitute therefor other securities meeting the requirements of Article 2.7 and having a total dollar amount certified by BANK as being not less than one hundred ten percent (110%) of the total dollar amount of the PLEDGED SECURITIES which are being surrendered, or such higher percentage as is otherwise required by the Investment Policy;
- (g) Accept securities being substituted for PLEDGED SECURITIES in accordance with paragraph (f) above;
- (h) Accept PLEDGED SECURITIES in event of increases in deposits of COUNTY funds as certified to DEPOSITORY by BANK;
- (i) Deliver PLEDGED SECURITIES to COUNTY upon default of BANK as provided in Article 4; and/or
- (j) Release all PLEDGED SECURITIES to BANK upon termination of this Agreement as provided herein.

3.8 Notwithstanding any provisions with this Agreement to the contrary, DEPOSITORY is to have no responsibility for determining the dollar amount of PLEDGED SECURITIES, or substitutions thereof, or for ensuring that the dollar amount such securities held by it is proper under the terms of this Agreement.

3.9 DEPOSITORY shall furnish monthly statements to COUNTY and BANK during the term of this Agreement designating the PLEDGED SECURITIES. Such report shall be in a form comparable to that required of the BANK's reports under Section 3.4 of this Agreement, and approved in advance by the COUNTY. In addition, COUNTY shall have the right to request certified statements designating the PLEDGED SECURITIES at such time or times as it shall, in its discretion, deem reasonable.

3.10 COUNTY shall have the right, at any time during DEPOSITORY's usual business hours, to inspect the PLEDGED SECURITIES, all related records, and the premises upon which it is located, and to verify the amount and condition of or any other matter relating to the PLEDGED SECURITIES.

ARTICLE 4. DEFAULT

4.1 The occurrence of any one of the following events shall constitute default by BANK under this Agreement:

- (a) if BANK fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement, which is required to be performed, kept or observed by BANK;
- (b) if BANK fails to pay to COUNTY any funds which COUNTY has deposited with BANK in accordance with the terms of such deposit;
- (c) if PLEDGED SECURITIES are attached, seized, subjected to a writ of distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors;
- (d) if a petition for bankruptcy shall be filed by or against BANK or if BANK shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by or against BANK for its dissolution or liquidation, or if BANK is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs;

- (e) if a notice of lien, levy or assessment is filed of record with respect to all or any of BANK's assets by any federal, state or local department or agency;
- (f) if BANK is in default in the payment of any obligations, indebtedness or other liabilities to any third parties and such default is declared and is not cured within the time, if any, specified in any agreement governing the same;
- (g) if BANK should fail or suspend active operations;
- (h) the occurrence of a default or event of default under any agreement, instrument and/or document executed and delivered by any person or entity to COUNTY pursuant to which such person or entity has guaranteed to COUNTY the payment or collection of COUNTY funds which TREASURER has deposited with BANK and/or has granted to COUNTY security interest or lien in and to some or all of such person's or entity's real and/or personal property to secure the payment of COUNTY funds which TREASURER has deposited with BANK; or
- (i) the occurrence of a default or an event of default under any of the other agreements.

4.2 Upon default by BANK, the deposit in DEPOSITORY shall become due and payable immediately, and COUNTY shall have the right to unilaterally demand delivery of all PLEDGED SECURITIES. Upon such demand by COUNTY, DEPOSITOR shall immediately assemble the PLEDGED SECURITIES and make it available to COUNTY at a place or places to be designated by COUNTY which is reasonably convenient to COUNTY and DEPOSITOR.

4.3 Upon default, COUNTY shall also have the right to sell the PLEDGED SECURITIES at any public or private sale at its option without advertising such sale, upon not less than three (3) days notice to BANK. In the event of such sale, COUNTY after deducting all legal expenses and other costs, including reasonable attorneys' fees, from the proceeds of such sale, shall apply the remainder to any one or more of the liabilities of BANK to COUNTY and shall return the surplus, if any, to BANK. BANK is liable for any deficiency from the sale of the PLEDGED SECURITIES.

4.4 Upon default, BANK agrees that COUNTY may, if it deems it reasonable, postpone or adjourn any such sale of the PLEDGED SECURITIES from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. BANK agrees that COUNTY has no obligation to preserve rights against prior parties to the PLEDGED SECURITIES. Further, to the extent permitted by law, BANK waives and releases any cause of action and claim against COUNTY as a result of COUNTY's possession, collection or sale of PLEDGED SECURITIES, any liability or penalty for failure of COUNTY to comply with any requirement imposed on COUNTY relating to notice of sale, holding of sale or reporting of sale of the PLEDGED SECURITIES, and any right of redemption from such sale.

4.5 All COUNTY's rights and remedies under this Agreement are cumulative and non-exclusive, and upon default, COUNTY, in its sole and absolute discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code and any other applicable law.

4.6 COUNTY's failure to require strict performance by BANK of any provision of this Agreement shall not waive, affect or diminish any right of COUNTY afterwards to demand strict compliance and performance with them. Any suspension or waiver by COUNTY of an event of default by BANK under this Agreement shall not suspend, waive or affect any other event of default by BANK under this Agreement, whether the same is prior or subsequent to them and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of BANK contained in this Agreement or the other agreements and no event of default by BANK under this Agreement shall be deemed to have been suspended or waived by COUNTY unless such suspension or waiver is by an instrument in writing signed by TREASURER and directed to BANK specifying such suspension or waiver.

ARTICLE 5. GENERAL

5.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

5.2 This Agreement shall constitute the entire agreement among the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.

5.3 This Agreement incorporates the Champaign County Treasurer's Investment Policy, attached hereto and incorporated herein by reference. To the extent possible, the Investment Policy shall be read consistently with this Agreement. Except as stated herein, to the extent the Investment Policy conflicts irreconcilably with this Agreement, the more restrictive of the two documents prevails. Should the Investment Policy be amended at any time, all parties to this Agreement shall receive a copy of the amendment. Unless a party objects, in writing, to the TREASURER, within ten (10) working days of mailing to the address for receipt of notice contained herein, the terms of the Investment Policy, as amended, shall become incorporated into this Agreement, as superceding the attached Investment Policy.

5.4 Except as stated in Section 5.3, above, this Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties. This Agreement shall be binding upon and inure to the benefit of BANK, COUNTY, and DEPOSITORY, and their respective successors and assigns.

5.5 BANK and DEPOSITORY shall not assign any of their rights and/or obligations under this Agreement without prior written consent of COUNTY.

5.6 The term of this Agreement shall be for five (5) years from the date hereof unless terminated prior thereto by thirty (30) days' written notice delivered by any party to the others. Upon expiration of said five (5) year period, the Agreement shall automatically renew for successive six (6) month periods unless a party delivers written notice of cancellation to the others not less than thirty (30) days before the next renewal date.

5.7 Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

5.8 The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

5.9 All notices herein required shall be in writing and shall be served upon the parties at the addresses listed below. Delivery to an officer authorized to receive notices or the mailing of the notice by registered or certified United States mail, postage prepaid, return receipt requested, shall be sufficient service. For purposes of this Agreement, the addresses of the parties shall be:

To COUNTY:

Daniel J. Welch
Treasurer of Champaign County
1776 E. Washington St.
Urbana, Illinois 61802

To BANK:

Thomas L. Criswell, C.F.O.
FreeStar Bank, NA
223 N. Mill
Pontiac, Il 61764

To DEPOSITORY:

Independent Bankers Bank
Attn: Janet Sheley
3161 W. White Oaks Dr., Ste. 300
Springfield, Il 62704

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year stated in the beginning of this Agreement.

CHAMPAIGN COUNTY

By: _____
Barbara Wysocki,
County Board Chair
Champaign County, Illinois

Date: _____

ATTEST:

Mark Shelden, Champaign County Clerk and
Ex officio Clerk of the Champaign County Board

Date: _____

CHAMPAIGN COUNTY TREASURER and
Ex officio CHAMPAIGN COUNTY COLLECTOR

Daniel Welch

Subscribed and Sworn to Before Me
this ___ day of _____, 2005.

NOTARY PUBLIC

05-25-2006 09:58

PAGE: 29

BANK

BY: [Signature]
TITLE: [Signature]

Subscribed and Sworn to Before Me
this 31st day of May, 2006.

[Signature]
NOTARY PUBLIC/
CORPORATE SECRETARY



DEPOSITORY

BY: Catherine Bryant
TITLE: Senior Vice President

Subscribed and Sworn to Before Me
this ___ day of ___, 2005.

NOTARY PUBLIC/
CORPORATE SECRETARY

RESOLUTION NO. 5496

RESOLUTION AUTHORIZING A CONTRACT BETWEEN CHAMPAIGN COUNTY AND THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO RETAIN THE CHAMPAIGN COUNTY STATE'S ATTORNEY FOR SUPPORT AND COVERAGE IN CHAMPAIGN COUNTY FOR THE TERMINATION OF PARENTAL RIGHTS PETITIONS

WHEREAS, the Champaign County State's Attorney's Office (hereinafter "ATTORNEY") has a need for an attorney position to handle, prepare, and prosecute certain parental termination cases transmitted to Champaign County by the Department of Children and Family Services (hereinafter "DCFS") as well as to review the appropriateness of filing a Petition or Motion requesting termination of parental rights; and

WHEREAS, DCFS wishes to retain by contractual service agreement the ATTORNEY for support and coverage in Champaign County for the Termination of Parental Rights Petitions; and

WHEREAS, DCFS will provide partial funding of \$36,000 for an attorney position in the Champaign County State's Attorney's Office; and

WHEREAS, a Contract for Purchase of Services between Champaign County and DCFS has been prepared; and

WHEREAS, the term of the Contract for Purchase of Services shall be July 1, 2006 through June 30, 2007.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Contract for Purchase of Services between Champaign County and the Department of Children and Family Services to retain the Champaign County State's Attorney for support and coverage in Champaign County for the Termination of Parental Rights Petitions.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board

Julia R. Rietz
State's Attorney



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

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

June 20, 2006

Ms. Barbara Wysocki
Chairperson
Champaign County Board
Brookens Administrative Center
1776 E. Washington Street
Urbana, IL 61802

Re: Renewal of DCFS contract

Dear Chairperson:

Enclosed for the Board's consideration is a copy of the DCFS contract for the period July 1, 2006 – June 30, 2007. This DCFS contract provides partial funding of \$36,000 for an attorney position in the State's Attorney's Office.

On behalf of the Champaign County State's Attorney's Office, I respectfully request that the Board approve the renewal of this DCFS contract.

Sincerely,

A handwritten signature in black ink, appearing to be "Julia R. Rietz".

Julia R. Rietz
State's Attorney

Enclosure

FY07

STATE OF ILLINOIS



CONTRACT FOR PURCHASE OF SERVICES

3695579017 *CHAMPAIGN COUNTY*

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

TABLE OF CONTENTS

CONTRACT FOR PURCHASE OF SERVICES

1. DEFINITIONS.....	1
2. AGENCY/BUYER AND VENDOR CONTACT PAGE.....	3
3. SERVICES REQUIRED FROM THE VENDOR	4
4. CONTRACT PRICING	5
5. TERMS AND CONDITIONS	6
6. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS	26
7. STATE FORMS REQUIRED OF THE VENDOR.....	27
8. SIGNATURE PAGE: CONTRACT FOR PURCHASE OF SERVICES.....	28

Attachment A – Qualification Form

Attachment B – Business and Directory Information

Attachment C – Department of Human Rights (DHR) Public Contract Number

Attachment D – Minority, Female, Person with Disability Status and Subcontracting

Attachment E – Conflicts of Interest Disclosures

Attachment F – Taxpayer Identification Number

Attachment G – Information Regarding Terminations, Litigation and Debarment

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

CONTRACT FOR PURCHASE OF SERVICES

The following pages, including any attachments or amendments, will constitute the binding and enforceable Contract between the Agency/Buyer and the Vendor based upon any negotiations. The Contract is arranged as follows:

1. **DEFINITIONS**
2. **AGENCY/BUYER AND VENDOR CONTACT PAGE:** This section provides for the Agency/Buyer and Vendor to specify contact people for the Contract.
3. **SERVICES REQUIRED FROM THE VENDOR:** The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address.
4. **CONTRACT PRICING:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Expenses, (3) Payment Terms and Conditions, (4) Discounts, (5) Tax Exemption.
5. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
6. **AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
7. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
8. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Agency/Buyer and Vendor to sign and execute the Contract.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

1. DEFINITIONS

Whenever used in this Contract, or amendment, including schedules and exhibits to this Contract, the following terms will have the meanings defined below.

- 1.1 Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.
- 1.2 Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 1.3 Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 1.4 CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 1.5 Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 1.6 Contract:** the "Contract for Purchase of Services."
- 1.7 Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential.
- 1.8 Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 1.9 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 1.10 Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.
- 1.11 Parties:** the State of Illinois and the Vendor.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

- 1.12 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.
- 1.13 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 1.14 Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

2. AGENCY/BUYER AND VENDOR CONTACT PAGE

VENDOR		AGENCY/BUYER	
Name:	Champaign County	Name:	<u>DCFS</u>
Title:	States Attorney	Title:	<u>Office of Contract Administration</u>
Date:		Date:	
Address:		Address:	<u>406 E. Monroe Street Sta. 455</u>
	101 E. Main Street		<u>Springfield, IL 62701</u>
	Urbana, IL 61801-2710		
Phone:	217/384-3733	Phone:	<u>217/785-3930</u>
TDD:	_____	TDD:	
Fax:	217/384-3816	Fax:	<u>217/782-3796</u>
E-mail:	statesatty@co.champaign.il.us	E-mail:	<u>emarron@idcfs.state.il.us</u>

(fill out below fields if additional contact information is necessary)

Name:	Theresa Smith	Name:	_____
Title:	Sr. Adm. Ass't	Title:	_____
Date:	_____	Date:	_____
Address:	101 E. Main Street	Address:	_____
	Urbana, IL 61801		_____

Phone:	217/384-3733	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	217/384-3816	Fax:	_____
E-mail:	<u>tsmith@co.champaign.il.us</u>	E-mail:	_____

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

3. SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information will constitute the terms of the Contract.

3.1. Need For Services

Retain by contractual service agreement the Champaign County States Attorney for support and coverage in Champaign County for the Termination of Parental Rights Petitions.

3.2. Goals and Objectives

Handle, prepare and prosecute certain additional parental termination cases transmitted to County by DCFS as well as review of the appropriateness of filing a Petition or Motion requesting termination of parental rights.

3.3. Services Required

See attached Program Plan.

3.4. Milestones and Deliverables

Provide services for period 7/1/06 through 6/30/07.

3.5. Reporting, Status and Monitoring Specifications

See attached Program Plan.

3.6. Staffing Specifications

See attached Program Plan.

3.7. Where Services are to be Performed

See attached Program Plan.

3.8. Other Specifications

3.9. Term of Contract

Fiscal Year 07 – 7/1/06 through 6/30/07.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

4. CONTRACT PRICING

4.1. Method and Rate of Compensation: Vendors shall be compensated by the following method:

4.1.1 hourly;

4.1.2 daily;

4.1.3 project;

4.1.4 item; or

4.1.5 other method, and shall be paid at one of the following rates:

4.1.5.1 Firm Price _____

4.1.5.2 Not-to-exceed _____

4.1.5.3 Estimated Price \$36,000.00 _____

4.1.5.4 Other [*please specify*] _____

4.2. Expenses: This contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

4.3. Payment Terms and Conditions (including when paid, frequency and retainage): Payment will be made after completion of the Contract unless otherwise specified below.

4.4. Discounts: _____% discount for payment within _____ days of delivery.

4.5. Tax Exemption: The ordering Agency/Buyer's Illinois tax exemption number is 37-6006910. Federal tax exemption information is available upon request to the ordering Agency/Buyer.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

5. TERMS AND CONDITIONS

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

5.1 BILLING AND PAYMENT

5.1.1 BILLING: The Agency/Buyer's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

5.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Agency/Buyer. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Agency/Buyer no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.

5.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

5.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

5.1.2 PAYMENT:

5.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

5.1.2.2 The Agency/Buyer shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect is subject to the Agency/Buyer obtaining suitable financing.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

- 5.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Agency/Buyer that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.
- 5.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
- 5.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (**30 ILCS 500/25-60(b)**). We have the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (**820 ILCS 130/4(a)**).
- 5.1.3 **DELAY OF PAYMENT DUE TO VENDOR FAILURE:** If the Agency/Buyer in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency/Buyer may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.
- 5.1.4 **SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act (**15 ILCS 405**). The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.
- 5.1.5 **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Agency/Buyer's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Agency/Buyer by the Illinois General Assembly or the federal funding source, to allow the Agency/Buyer to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

any reason. Agency/Buyer shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

5.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

5.2.1 CONSULTATION: Vendor shall keep the Agency/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.2.2 PERFORMANCE REVIEWS:

5.2.2.1 The State or Agency/Buyer may conduct a performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Agency/Buyer in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Agency/Buyer's request. This performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

5.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

5.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

5.2.3 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Agency/Buyer, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

5.2.4 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

5.2.5 RESPONSIBILITY FOR AGENTS AND EMPLOYEES: Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

5.2.6 ASSIGNMENT AND DELEGATION:

5.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

5.2.6.2 After notice, the Agency/Buyer may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

5.2.7 USE OF THIRD PARTIES:

5.2.7.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

5.2.7.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

5.2.7.3 Vendor shall identify in an addendum to this Contract, the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

5.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Agency/Buyer shall have the option to accept a substitute or to terminate the Contract.

5.2.8 LICENSE: Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Agency/Buyer, Vendor may meet the license requirement through a subcontractor.

5.2.9 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the Agency/Buyer during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit for employment any of the Agency/Buyer's employees during the term of this Contract. Agency/Buyer has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

5.2.10 FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

5.2.11 TAX COMPLIANCE: Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

5.2.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

5.2.13 ANTITRUST ASSIGNMENT: Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

5.3 CONFIDENTIALITY AND WORK PRODUCT

5.3.1 CONFIDENTIALITY: Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Agency/Buyer to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:

5.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency/Buyer;

5.3.1.2 Vendor shall provide to the Agency/Buyer a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

5.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;

5.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;

5.3.1.5 The private or confidential data shall remain the property of the Agency/Buyer at all times.

5.3.2 CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED: No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Agency/Buyer. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency/Buyer.

5.3.3 SUBPOENA: In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Agency/Buyer and cooperate with the Agency/Buyer in any lawful effort to protect the confidential information.

5.3.4 REPORTING UNAUTHORIZED DISCLOSURES: The Vendor shall immediately report to the Agency/Buyer any unauthorized disclosure of confidential information.

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

5.3.5 USE OF WORK PRODUCT: Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

5.3.5.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

5.3.5.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

5.3.5.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

5.3.5.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

5.3.5.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

5.3.5.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

5.3.5.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

5.3.6 SURVIVES TERMINATION: Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

5.4 INDEMNIFICATION AND LIABILITY

5.4.1 BY THE VENDOR: The Vendor agrees to indemnify and hold harmless the State of Illinois and the Agency/Buyer, its officers, employees and agents (appointed and elected) and volunteers from any and all costs,

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Agency/Buyer, related to or arising from:

- 5.4.1.1 Any breach of this Contract;
- 5.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
- 5.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
- 5.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
- 5.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;
- 5.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- 5.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

5.4.2 SURVIVES TERMINATION: Indemnification obligation of the parties shall survive termination of this Contract.

5.4.3 LIABILITY: Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Agency/Buyer's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.

5.4.4 LEGISLATIVE CHANGES: The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

5.4.5 JOINT AND SEVERAL LIABILITY: If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

5.5 WARRANTIES

5.5.1 CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW: All warranties made by the Vendor in all provisions of this Contract, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency/Buyer, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

5.5.2 CONCEPTS, MATERIALS AND WORKS PRODUCED: Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Agency/Buyer pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Agency/Buyer's use of same and the exercise by the Agency/Buyer of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

methodologies used in connection with providing the services contemplated by this Contract

- 5.5.3 TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.
- 5.5.4 CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- 5.5.5 AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency/Buyer.
- 5.5.6 OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Agency/Buyer will not have any obligations with respect thereto.
- 5.5.7 TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Agency/Buyer is good and that transfer of title or license to the Agency/Buyer is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.
- 5.5.8 EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.
- 5.5.9 INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.
- 5.5.10 TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.
- 5.5.11 SOLICITATION:** The Vendor warrants that no person or selling Agency/Buyer has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission,

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

5.6 INSURANCE

5.6.1 INSURANCE: Vendor shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage (for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence) Vendor must inform the Agency/Buyer and seek written permission for lesser coverage. Vendor shall carry Worker's Compensation Insurance in amount required by law. Upon request, Vendor shall provide and maintain any bond required by law or the Agency/Buyer. Vendor shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

5.7 VENDOR STATUS AND QUALIFICATIONS

5.7.1 BACKGROUND CHECK: The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

5.7.2 LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.7.2.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).

5.7.2.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

- 5.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- 5.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 5.7.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 5.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 5.7.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 5.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**
- 5.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

- 5.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- 5.7.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (**30 ILCS 500/50-40, 50-45, 50-50**).
- 5.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- 5.7.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (**30 ILCS 582**).
- 5.7.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- 5.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- 5.7.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
- 5.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (**PA 93-0307**).
- 5.7.2.19 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (**PA 94-0264**).
- 5.7.3 CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/18.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

5.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).

5.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

5.7.4 INDEPENDENT CONTRACTOR: The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.

5.7.5 NOT A JOINT VENTURE: Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

5.7.6 NON-DISCRIMINATION: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Agency/Buyer does not unlawfully discriminate in employment, contracts, or any other activity.

5.8 TERMINATION OF CONTRACT

5.8.1 TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE: The Agency/Buyer may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.8.1.2 The Agency/Buyer determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

5.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

5.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

5.8.2 TERMINATION FOR CAUSE WITH NOTICE: The occurrence of or any one or more of the following events shall constitute cause for the Agency/Buyer to declare the Vendor in default of its obligations under this Contract:

5.8.2.1 The Vendor fails to perform, to the Agency/Buyer's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

5.8.2.2 The Agency/Buyer determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

5.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

- bankruptcy laws; the Vendor terminates or suspends its business; or the Agency/Buyer reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- 5.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- 5.8.2.6 The Vendor has engaged in conduct that has or may expose the Agency/Buyer to liability, as determined in the Agency/Buyer's sole discretion; or
- 5.8.2.7 The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
- 5.8.2.8 If there is a default event caused by the Vendor, the Agency/Buyer shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency/Buyer's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency/Buyer may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 5.8.3 TERMINATION FOR CONVENIENCE UPON NOTICE:** Following **fifteen (15)** days written notice, the Agency/Buyer may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency/Buyer up to and including the date of termination.
- 5.8.4 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Agency/Buyer shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:
- 5.8.4.1 *Adequate funds are not appropriated or granted to allow the Agency/Buyer to operate as required and to fulfill its obligations under this Contract;*
- 5.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason;
- 5.8.4.3 The Agency/Buyer's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency/Buyer;
- 5.8.4.4 The Agency/Buyer's duties are substantially modified.

STATE OF ILLINOIS

CONTRACT FOR PURCHASE OF SERVICES

5.8.5 VENDOR'S REMEDIES IN EVENT OF TERMINATION BY AGENCY/BUYER:

In the event of termination of this Contract for any reason by the Agency/Buyer, the Agency/Buyer shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Agency/Buyer is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency/Buyer under this Contract in the event of termination. However, the Agency/Buyer shall not be liable for any of the following costs:

- 5.8.5.1 The payment of unemployment compensation to the Vendor's employees;
- 5.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 5.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 5.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.8.6 VENDOR'S TERMINATION DUTIES: The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

- 5.8.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency/Buyer may require;
- 5.8.6.2 Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;
- 5.8.6.3 Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.8.6.4 Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

5.8.6.5 Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

5.9 GENERAL PROVISIONS

5.9.1 TERM AND RENEWALS: The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

5.9.2 NON-EXCLUSIVE RIGHTS: This Contract is not exclusive. The Agency/Buyer reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.9.3 APPLICABLE LAW: The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.

5.9.4 ENTIRE CONTRACT: This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

- 5.9.5 CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.
- 5.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 5.9.7 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.
- 5.9.8 HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 5.9.9 SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Agency/Buyer and the Vendor for the services provided in connection with this Contract.
- 5.9.10 WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency/Buyer and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 5.9.11 NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Contract, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 5.9.12 CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

- 5.9.13 SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 5.9.14 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.
- 5.9.15 AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 5.9.16 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 5.9.17 OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 5.9.18 COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 5.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 5.9.20 ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

6. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS

See attached Program Plan.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

7. STATE FORMS REQUIRED OF THE VENDOR

This section serves as a placeholder for any State Forms completed that need to be included in the Contract (if necessary). It is important to note that this section does not serve as an opportunity for Vendors to insert their own certifications.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE
STATE OF ILLINOIS
AND
CHAMPAIGN COUNTY, ILLINOIS

The Department of Children and Family Services of the State of Illinois (“DCFS”) and Champaign County, Illinois (“County”), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement (“this Agreement”), each agreeing as follows:

A. SERVICES

1. County shall provide to DCFS legal services and support staff relative to termination of parental rights cases as requested by DCFS. County shall provide through the office of the State’s Attorney of Champaign County, Illinois (“the State’s Attorney”) an attorney to review, prepare and determine to prosecute certain additional parental termination cases transmitted to County by DCFS during the term of this Agreement (“the Case(s)”), whose services shall include as to each Case, review of the appropriateness of filing a Petition or Motion requesting termination of parental rights (“Petition”); all necessary preparation and filing of the Petition, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, and other attorneys; and all other duties normally and customarily associated with, or required relative to, prosecution of such cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraphs 20 and 21 of this Agreement. The State’s Attorney, as an officer of County, agrees to provide personnel to perform the services required by this Agreement and to supervise, monitor, report and perform the other duties required of the State’s Attorney by this Agreement.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

2. County and DCFS each acknowledges that the underlying purpose for their agreements contained in this Agreement is to permit County to provided an additional person(s) to serve as a full or part time independent contractor or employee serving under the direction of the State’s Attorney to provide dedicated services as specified in Paragraph 1 of this Agreement. Each such person is referred to hereafter in this Agreement as “Attorney”.

3. Attorney shall be a licensed attorney whose services are provided in addition to the regular staff of the State’s Attorney, whether provided as a fulltime employee of the State’s Attorney. County shall certify in writing delivered to the General Counsel of DCFS and the local Regional Counsel of DCFS at the beginning of the term of this Agreement that any Attorney provided under this Agreement is a licensed attorney provided in addition to the regular staff of the State’s Attorney, whether provided as an additional independent contractor or as an additional full or part time employee of the State’s Attorney. County shall additionally certify in writing delivered

to the General Counsel and local Regional Counsel of DCFS within five (5) calendar days of any such occurrence, each change to the then existing certification relative to the matters contained in this Paragraph.

C. TERMS AND PAYMENTS

4. The term of this Agreement is from July 1, 2006 through June 30, 2007 unless terminated prior thereto in accordance with the terms of this Agreement.

5. (A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 36,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,000.00 , each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used to provide direct payment, of either contractual payment or wages to Attorney(s); and that none of said monies will be used to provide employee benefits to any Attorney including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) County shall provide at its own expense, any and all necessary telephone costs, facsimile charges, office space, office equipment, office supplies, clerical staff, secretarial staff, and other support staff necessary and/or desirable for the providing of services under this Agreement, and all reasonable expenses of prosecuting the Cases, including, but not limited to, filing fees, service fees, publication costs, subpoenas fees, witness fees, Court reporter fees and fees for the preparation or production of exhibits, except only those such expenses, if any, agreed to be furnished or reimbursed to County by DCFS through a written agreement executed by DCFS prior to the increment of said expense(s).

6. DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

7. County represents that its Federal Tax Identification number is 37-6006910.

D. LEGAL SERVICES

8. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

9. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

10. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel and its local Regional Counsel, each, an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

11. Each Attorney shall attempt to schedule Court hearings relative to the Cases for at least one (1) full Court day per calendar week and shall be available to attend same.

12. The directions and Case assignments of each Attorney provided by County to perform services under this Agreement shall be made by the States's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

13. (A) The maximum number of open Cases that may be assigned to the State's Attorney at any one time under this Agreement is eight (8) unless the State's Attorney agrees to accept a greater number of Cases.

(B) The maximum number of open Cases that the State's Attorney may assign to any one Attorney at any one time under this Agreement is eight (8) unless that Attorney agrees to accept a greater number of Cases.

(C) For purposes of calculations made under this Paragraph, the Cases of siblings having the same parents, both mother and father, shall count as a single Case regardless of the number of such siblings.

14. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

15. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

16. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney. DCFS shall have the right to provide to the State's Attorney, through the State's Attorney or her/his designee, any comments DCFS may desire relative to each said licensed attorney. The State's Attorney shall consider any such comments received from DCFS in hiring and/or assigning said licensed attorney to provide as Attorney any of the services to be provided under this Agreement. Nothing in this Agreement shall provide to DCFS either the direct right, or the right to require the State's Attorney, to hire, refuse to hire, supervise, discipline, refuse to discipline, terminate or refuse to terminate any specific or particular person provided by the State's Attorney as Attorney to perform any of the services to be provided under this Agreement by any Attorney qualified by DCFS pursuant to Paragraph 17 hereof.

17. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

18. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

19. All terms of employment and/or contract, in addition to the monies provided by DCFS for the salary of the attorney, between County and each attorney or other support personnel provided by County to perform any of the services to be provided under this Agreement shall be solely bargained for, and provided by, County.

E. REPORTING REQUIREMENTS

20. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court;

the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

21. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

22. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

23. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph 23 shall survive the termination of this Agreement.

I. STANDARD OF PERFORMANCE

24. The State's Attorney acknowledges that in evaluation of performance under this Agreement, the standard to be used to determine whether or not satisfactory performance has been made by the State's Attorney will be the completion of an average of 2.5 Cases per calendar month per assigned attorney and that same shall be used relative to decisions affecting termination or renewal of this Agreement.

I. TERMINATION

25. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph 4 herein.

26. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.

27. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS

28. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

29. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

30. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

31. County and DCFS each agrees that the titles given to the various Sections of this Agreement are for reference only and are not any substantive provisions of this Agreement.

32. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

33. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms,

conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this _____ day of _____, 20____.

Champaign County, Illinois

State's Attorney of

BY: _____

Champaign County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from **Champaign** County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

(Signature)

FEIN #37-600-6910
(Social Security Number)

Barbara Wysocki
(Print Name)

County Board Chair
Title

1776 E. Washington Street
Street Address

Urbana, IL 61802
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: _____

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from the Department of Children and Family Service of the State of Illinois to execute this Agreement on behalf of said Department and to bind said Department to the terms, conditions and provisions of this Agreement.

(Signature)

(Social Security Number)

(Print Name)

Title

Street Address

City and ZIP Code

A:\Termination Contracts\Intergovernmental Agreement.006.wpd

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

8. SIGNATURE PAGE: CONTRACT FOR PURCHASE OF SERVICES

This contract ("Contract") is made and entered into as of the 1st day of July, 2006, by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, DCFS ("Agency" "Buyer" or "Agency/Buyer") and Champaign County ("Vendor").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Agency/Buyer and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

Vendor (Company Name and D/B/A):

Champaign County State's Attorney

Signature

Julia R. Rietz

Printed Name

Title: State's Attorney **Date:** _____

Champaign County Board

Signature

Printed Name

Title: Champaign County Board Chairman

Date: _____

Agency/Buyer (Name):

DCFS

Signature

Printed Name

Title: _____ **Date:** _____

Dept of Central Management Services
(if applicable)

Signature

Printed Name

Title: _____ **Date:** _____

BY: _____

Signature:

Title: _____ **Date:** _____

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment A
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)
Champaign County State's Attorney's Office

Signature	Date
<u>Julia R. Rietz</u>	<u>State's Attorney</u>
Printed Name	Title
<u>101 E. Main Street</u>	
Address	
<u>Urbana, IL</u>	<u>61801</u>
City/State	Zip Code
<u>217/384-3733</u>	<u>(217) 384-3816</u>
Telephone	Facsimile
<u>statesatty@co.champaign.il.us</u>	
E-mail	

JOEL D. FLETCHER
1026 East Kerr Avenue, Apartment 104
Urbana, Illinois 61801
(217) 367-2584

EDUCATION

- 1993: **Bachelor of Arts, Washington University, St. Louis, Missouri**
‣ Phi Beta Kappa, Summa Cum Laude
‣ Majors: Economics, Psychology
- 1996: **Juris Doctorate, Washington University, St. Louis, Missouri**
‣ Graduated in top 15% of class

WORK EXPERIENCE

- 1999-2006: **Office of Champaign County State's Attorney, Urbana, Illinois**
2006: **Senior Assistant State's Attorney, Abuse Neglect Division**
‣ Represent State of Illinois in abuse/neglect and dependency proceedings including shelter care hearings, adjudicatory hearings, permanency review hearings, dispositional hearings, and petitions to terminate parental rights.
- 2000-2006: **Senior Assistant State's Attorney, Civil Division**
‣ Represented the State of Illinois in property tax, mental health commitment, ordinance enforcement proceedings and involuntary treatment hearings
‣ Represented Champaign County Illinois in real estate transactions, construction contract negotiations, and labor contract negotiations
‣ Represented Champaign County, Illinois in various civil litigation
‣ Gave legal advice to the Champaign County Board, Department Heads and Elected Officials
- 1999-2000: **Assistant State's Attorney, Domestic Violence Unit / Misdemeanor Unit**
‣ Prosecuted hundreds of cases and took several dozen cases to trial
‣ Reviewed police reports and made charging decisions in criminal matters
‣ Represented the State of Illinois at criminal arraignment and sentencing hearings, and hearings on petitions to revoke community-based sentences
- 1996-1999: **State of Illinois, Fourth District Appellate Court, Springfield, Illinois**
1998-1999: **Law Clerk, Justice John McCullough**
1996-1998: **Law Clerk, State of Illinois, Fourth District Appellate Court, Research Department**
‣ Drafted memoranda to help prepare the appellate court for oral argument
‣ Assisted in preparing orders and opinions of the court
- 1994-1996: **Legal Services of Eastern Missouri, Saint Louis, Missouri**
1995-1996: **Legal Intern, Divorce Unit**
1994: **Legal intern, Welfare Benefits Unit**
‣ Researched legal issues in divorce litigation and prepared divorce cases for trial
‣ Interviewed potential clients for welfare benefits unit
- 1995: **Washington University School of Law, Saint Louis, Missouri**
Research Assistant, Law Professor Richard Lazarus
‣ Performed legal research in environmental and constitutional law

PROFESSIONAL LICENSES

- Currently licensed to practice law in Missouri and Illinois

WAYNE E. MAXEY

400 S. White
Sidney, IL 61877
217-871-3418

WORK EXPERIENCE:

- **CHAMPAIGN COUNTY SENIOR ASSISTANT STATE'S ATTORNEY -**
December 2004 to present. Champaign, Illinois.

May 22, 2006 assigned abuse and neglect unit.
- **PRIVATE PRACTICE – June 1998 to December 2004.**
In private practice I handled civil, family, and criminal matters.
- **MASON COUNTY ASSISTANT STATE'S ATTORNEY – August 1998 to January 2004.** Mason County, Havana, Illinois.

Prosecution of all types of cases.
Due to the size of the county, by statute, this is a full-time, part-time position.
- **TAZEWELL COUNTY ASSISTANT STATE'S ATTORNEY – April 7, 1991 to April 7, 1998.** Full time felony prosecutor from 1994 until April 1998. Tazewell County, Pekin, Illinois.

Supervisor of juvenile division.
Review all juvenile reports and make charging decisions.
Supervise one full time juvenile prosecutor and one staff person.
Prior to 1994, full time juvenile prosecutor responsible for reviewing all reports, delinquency, abuse and neglect, making charging decisions and prosecuting all cases.

Legal advisor to Tazewell County Zoning Board of Appeals and Land Use Committee.
Prosecute all matters involving zoning issues in the County.
Assist in re-writing the Tazewell County Zoning Code.

Training.
Trained three new juvenile prosecutors.
Provided in service training for probation officers and DCFS workers.
- **LAW CLERK – Muck Law Office, Lincoln, Illinois (1990 to 1991).** My responsibilities included case investigation and preparation. This involved legal research, investigation and drafting documents.
- **ILLINOIS STATE POLICE – Trooper, Springfield, Illinois (1967-77 and 1980-83).**

1980-1983: I was selected to serve as a Case Review Officer for the Auto Theft Unit.

1972-1977 Police-training instructor.

EDUCATION:

- **JURIS DOCTORATE DEGREE.** Regent University Law School, Virginia Beach, Virginia, May 1990.
Admitted to Illinois Bar May 1991. Admitted to Texas Bar July 2004.
- Course study toward Master's Degree in Business Administration from University of Illinois Springfield, Springfield, Illinois, 1976.
- **BACHELOR OF ARTS** in Social Justice. University of Illinois Springfield, Illinois, August 1975.
- Illinois State Police Training Academy, 1967.
- Police Training Instructor (40 hour training course)

CONTINUING LEGAL EDUCATION:

- National College of District Attorneys, Rapid City, SD, 1993. Juvenile Justice and Domestic Violence.
- National College of District Attorneys, Flagstaff, AZ, 1995. Experienced Prosecutor's Course.
- Illinois State Bar Association: 1999-DUI Prosecutor Seminar; 2000-Family Law Update; 2003-Traffic Law, Criminal Law Updates; 2004-Family Law Update.
- Capital Litigation Seminar, New Orleans, Louisiana, 2003.
- National District Attorneys Association, National Advocacy Center, Columbia, S.C. Sexual Assault Trial Advocacy, April 2005.
- Foundation of Legal Ethics by the Texas Center for Legal Ethics, April 2005
- Basics of Law Practice by the Texas Center for Legal Ethics, May 2005

Robin S. Levine Stoller
1220 Dorchester Drive
Champaign, Illinois 61821
(217) 351-7221

EDUCATION

CLEVELAND-MARSHALL COLLEGE OF LAW, Cleveland, Ohio
Juris Doctor, July 1991 (Evening Student)
Vice President Women's Law Caucus – 1989

CASE WESTERN RESERVE UNIVERSITY, Cleveland, Ohio
Masters of Science – Chemistry, May 1987
Thesis: "Improved Adhesion of Polyaramid Fibers"
Iota Sigma Pi, National Honorary Society of Women Chemists: President – 1986,
Treasurer – 1985
Department of Chemistry's Award for "Excellence in Graduate Assistant Teaching"
Research Assistant, Departments of Chemistry and Medicine
Performed in vivo and in vitro assays of eosinophilopoietin and
parasitic antigens identified by monoclonal antibodies.

KENT STATE UNIVERSITY, Kent, Ohio
Bachelor of Science, Geology, August 1983
Sigma Gamma Epsilon, National Honorary Society of Geologists
Honors Scholarship Award
Research Assistant, Department of Chemistry
Performed DNA and t-RNA gene sequencing research.

EXPERIENCE

STATE'S ATTORNEY'S OFFICE, Champaign County, Urbana, Illinois
Assistant State's Attorney, January 2005 – present
Prosecution of juvenile cases and other criminal matters.

SOLO PRACTICE, Champaign, Illinois May 2002 – January 2005
Intellectual Property practice including preparation and prosecution of patent and
trademark applications, advising businesses, providing patentability and noninfringement
opinions.

LIVINGSTON, BARGER, BRANDT & SCHROEDER, Champaign, Illinois
Associate, November 1999 – May 2002
Litigation practice includes insurance defense, medical malpractice, and intellectual
property law. Assist corporations and private inventors with obtaining copyright and
trademark protection consisting of noninfringement opinions, patentability opinions,
searches, and for copyright and trademark applications.

UNIVERSITY OF ILLINOIS, Champaign-Urbana, Illinois
Technology Transfer Specialist, September 1998 – May 1999
Managed Intellectual Property contracting and licensing.
Evaluated university intellectual property, primarily in the areas of computer science,
chemical engineering, chemistry, software and biotechnology. Issued patentability
opinions. Oversaw outside counsel and assisted with writing and prosecuting of patents.
Marketed intellectual property and prepared and negotiated licenses.

HEALTH ALLIANCE MEDICAL PLANS, Urbana, Illinois
Associate, May 1997 – June 1998
Handled medical malpractice and corporate compliance matters.

UNITED STATES DISTRICT COURT, Urbana, Illinois
Law Clerk to the Honorable Harold Baker, June 1995 – January 1997
Researched and drafted opinions, memoranda and jury instructions.

INDEPENDENT CONTRACTOR, Philadelphia, Pennsylvania
Attorney, August 1994 – June 1995
Worked on antitrust, environmental and class action litigation.

GENERAL ELECTRIC COMPANY, New York and Massachusetts
Counsel, December 1991 – 1994
Counseled businesses in intellectual property and environmental legal matters.
Prepared and prosecuted US and foreign patent applications in the technologies including: Chemical processes, chemical synthesis, polymers, electromaterials, electrical systems, industrial diamonds.
Received awards and promotions for exceeding goals established for number of patent applications drafted.
Provided businesses with nondisclosure agreements and trade secret protection.
Gave patentability opinions, managed litigation, and assisted scientists with record keeping. Responsible for IP issues arising from various GE businesses including: Silicones, Electromaterials, and Diamonds.

DANIEL J. HUDAK COMPANY, L.P.A., Akron, Ohio
Associate/Patent Agent, July 1990 – November 1991
Drafted patent applications and managed office hardware and software installation.
Wrote and prosecuted patent applications from a variety of technologies including: patents for golf clubs, tires, polymer synthesis, chemical processes, and paints.
Prepared opinions in the above technologies.

RENNER, OTTO, BOISSELLE & SKLAR, Cleveland, Ohio
Law Clerk, October 1989 – June 1990
Prepared patent applications and maintained computerized chemical database.
Technologies included chemical syntheses, chemical processes and plant patents.

MACTAC (MORGAN ADHESIVE COMPANY), Stow, Ohio
Research Chemist, March 1987 – June 1988
Acted as principal investigator for adhesive research and development projects.
Admitted to practice before the U.S. Patent and Trademark Office, December 1990
Admitted to practice in New York State, May 1992
Admitted to practice in District of Columbia, March 1993
Admitted to practice before the U.S. Court of Appeals for the Federal Circuit, 1993
Admitted to practice in the State of Illinois, May 1996
Member of the American Intellectual Property Law Association
Member of the Illinois Bar Association
Member of Champaign Bar Association

ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION

20 of the SUPREME COURT OF ILLINOIS 05
REGISTRATION NO. STATUS ADMITTED

6231319 Active 5/9/1996

Robin Sue Levine Stoller

7632

INACTIVE MEMBERS ARE NOT ENTITLED TO PRACTICE LAW



ATTORNEY SIGNATURE



Lawyer Search

Lawyer Registration

How to Submit a Request For Investigation

Rules and Decisions

Ethics Inquiry Program

Publications

New Filings, Hearing Schedules and Clerk's Office

Client Protection Program

Resources & Links

Organizational Information & Annual Reports

LAWYER SEARCH RESULTS

Edit Search

New Search

ARDC Lawyer Search Results from the ARDC database last updated as of July 19, 2005 at 9:00:00 AM: for the following terms: Last Name: rietz, First Name: Julia, status: All, City: urbana, State: IL, Country: all

Name	Date Admitted	City	State	Authorized to Practice?
<u>Julia Rosenbaum Rietz</u> <i>Former name(s): Julia Rosenbaum</i>	November 4, 1993	Urbana	IL	Yes

Address information is not available online for retired judges or lawyers who are retired, inactive, deceased or who never registered with ARDC, due to privacy considerations or because ARDC never received those addresses. For those lawyers, "N/A" is displayed above to indicate that the city and state information is not available online. Click on the name of a lawyer to obtain more detailed information regarding the lawyer, including registration status, registered business address and telephone number if available, and any public disciplinary or disability history.

Edit Search

New Search

ARDC @:online access to registration and discipline information regarding Illinois lawyers presented by the Illinois Attorney Registration & Disciplinary Commission.

[Lawyer Search](#) | [Lawyer Registration](#) | [How to Submit a Request For Investigation](#)
[Rules and Decisions](#) | [Ethics Inquiry Program](#) | [Publications](#)
[New Filings, Hearing Schedules and Clerk's Office](#) | [Client Protection Program](#)
[Resources & Links](#) | [ARDC Organizational Information](#)
[Website Information](#) | [Search Site](#) | [Home](#)



Lawyer Search

Lawyer Registration

How to Submit a Request
For Investigation

Rules and Decisions

Ethics Inquiry Program

Publications

New Filings, Hearing
Schedules and Clerk's Office

Client Protection Program

Resources & Links

Organizational Information
& Annual Reports

LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of July 19, 2005 at 9:00:00 AM:

Full Licensed Name:	Julia Rosenbaum Rietz
Full Former name(s):	Julia Beth Rosenbaum
Date of Admission as Lawyer by Illinois Supreme Court:	November 4, 1993
Registered Business Address:	Champaign County States Atty 101 E Main Street Urbana, IL 61801-2703
Registered Business Phone:	(217) 384-3733
Illinois Registration Status:	Active and authorized to practice law
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Record of Public Discipline and Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information related to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information related to the existence or status of any investigation is not available. For additional information regarding data on this website, contact ARDC at (312) 565-2600 or, within Illinois, at (800) 826-8625.

ARDC makes every effort to maintain the currency and accuracy of Lawyer Search. If you find any typographical errors in the Lawyer Search information, please email lawyersearch@iadc.org. For substantive changes to registration information, including status, address, telephone or employer information, we require that the attorney submit a Change of Registration to insure the validity of the registration process. Consult our Change of

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment B
Business and Directory Information

(a)	Name of Business (Official Name and D/B/A) Champaign County State's Attorney's Office
(b)	Business Headquarters (include Address, Telephone and Facsimile) 101 E. Main Street, Urbana, IL 61801 (217) 384-3733 fax(217)384-3816
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent N/A
(d)	Billing Address 101 E. Main Street, Urbana, IL 61801
(e)	Name of Chief Executive Officer Julia R. Rietz, State's Attorney
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail) Same as b above
(g)	Company Web Site www.co.champaign.il.us/statesattorney
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below) Government
(i)	Length of Time in Business N/A
(j)	Annual Sales (for most recently completed Fiscal Year) N/A
(k)	Number of Full-Time Employees (average from most recent Fiscal Year) 45
(l)	Type of and description of business Government
(m)	State of incorporation, state of formation or state of organization N/A
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP Same as b above
(o)	Identify the Vendor's accounting firm Champaign County Auditor's Office
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State. N/A

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment C
Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A):
Champaign County State's Attorney's Office

DHR Public Contracts Number: 114576-00

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment D

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A):

Champaign County State's Attorney's Office

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes N/A No _____

If "Yes" check each that applies:

Category:
Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

<u>Certifying Agency:</u>		<u>Category:</u>
Department of Central Management Services	_____	Minority _____
Women's Business Development Center	_____	Female _____
Chicago Minority Business Development Council	_____	Person with Disability _____
Illinois Department of Transportation	_____	Disadvantaged _____
Other (please identify): _____		

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified vendors you plan to use.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment E
Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Champaign County
D/B/A (if used): Champaign County State's Attorney's Office
Name of any Parent Organization:
Address: 101 E. Main Street, Urbana, IL 61801
Contact Person: Name: Julia R. Rietz Title: State's Attorney Address: 101 E. Main Street Telephone/Fax: (217)384-3733 Fax: (217)384-3816

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **(\$150,691.00)**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

 X No Conflicts Of Interest

 Potential Conflict of Interest *(If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)*

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

(a) General disclosure. For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank , skip Section 3, but complete Section 4.

Ownership exceeding 5% ()
Ownership value exceeding \$90,414.60 ()
Distributive Income Share exceeding 5% ()
Distributive Income Share exceeding \$90,414.60 ()

Name: _____
Address: _____

For each individual identified above, show the dollar value of the ownership interest: \$ _____ or the proportionate share of the ownership interest: _____% and the type of ownership/distributable income share:

Sole Proprietorship _____
Stock _____
Partnership _____
Other (explain) _____

**For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

1% _____
1 up to 2% _____
2 up to 3% _____
3 up to 4% _____
4 up to 5% _____
and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____
>0.5 to 1.0% _____
>1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____%

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(c) Privately held corporations with more than 400 shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ____ No ____
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ No ____
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ____ No ____
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____ No ____
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

Explanation of potential conflicts of interest:

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) **VENDOR** shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

Intergovernmental Agreement with Illinois Department of Healthcare and Family Services, Child Support Division. This agreement has been executed by the Champaign County Board Intergovernmental Agreement No. 2006-55-013-Ka2 for the period July 1, 2006 - June 30, 2007.

(b) **VENDOR** shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment F
Taxpayer Identification Number

I certify that:

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

Name (Printed): Champaign County d/b/a Champaign County State's Attorney's Office

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number FEIN# 37-600-6910

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and /or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and / or health care services | <input type="checkbox"/> Other _____ |

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment G
Information Regarding Terminations, Litigation and Debarment

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
Yes, we lost two drug grants for salary & fringe benefits for 2 attorney positions due to loss of funding.
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.
None
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
None
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.
None
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.
Bibe

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAX ALTERNATE REVENUE SOURCE BONDS OF THE COUNTY OF CHAMPAIGN, ILLINOIS, FOR THE PURPOSE OF FINANCING ADDITIONAL COSTS OF THE NEW CHAMPAIGN COUNTY NURSING HOME

PREAMBLES

WHEREAS, The County of Champaign, Illinois (the “**County**”), operates in accordance with the provisions of the Counties Code [Section 5/1-1001 *et seq.* of Chapter 55 of the Illinois Compiled Statutes, as supplemented and amended, including by the Local Government Debt Reform Act (collectively, the “**Act**”)] and is entitled to receive a certain distributive revenue share of proceeds of the Retailers’ Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, and subject to any prior lien or pledge, “**General Sales Taxes**”) imposed, collected and distributed pursuant to applicable law; and

WHEREAS, the County Board (the “**Corporate Authorities**”) has determined that it is advisable, necessary and in the best interests of the County’s public health, safety and welfare to finance the completion of additional costs of the acquisition, construction (which includes, as applicable, completion, remodeling, repair, rehabilitation and renovation) of the new Champaign County Nursing Home, and related improvements, facilities, fixtures, furnishings, equipment and costs (the “**Project**”); and

WHEREAS, the estimated cost of the Project, including necessary interest, engineering, legal, financial, bond discount, printing and publication costs and other expenses preliminary to and in connection with the Project is anticipated not to exceed the sum of \$4,000,000, which is to be paid from proceeds of the hereinafter described alternate Bonds, being general obligation in lieu of revenue bonds as authorized by Section 15 of the Local Government Debt Reform Act, but nevertheless expected to be paid from receipts of General Sales Taxes, rather than by any levy of taxes; and

WHEREAS, costs of the Project are expected to be paid from available funds therefor and from proceeds from the sale of alternate Bonds, to be payable from General Sales Taxes and issued pursuant to the Act, this ordinance and one or more ordinances supplemental to this ordinance authorizing and providing for the issuance of such alternate Bonds, prescribing the details of such alternate Bonds and providing for the collection, segregation and distribution of the General Sales Taxes derived by the County in lieu of any levy of general taxes; and

WHEREAS, the County has insufficient funds to pay costs of the Project and, therefore, must borrow money and issue alternate Bonds in evidence thereof, at one time or from time to time and in one or more series, up to the aggregate principal amount of \$4,000,000 for such purposes, pursuant to and in accordance with the provisions of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, as follows:

Section 1. Incorporation of Preambles and Determination to Issue Bonds.

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are true, complete and correct and hereby incorporate them into this Section 1 of this ordinance by this reference thereto. It is necessary and in the best interests of the County to undertake the Project for the public health, safety and welfare, and that for the purpose of financing the Project there are hereby authorized to be issued and sold, at one time or from time to time as the Project funding may proceed, in one or more phases, general obligation bonds (General Sales Taxes alternate revenue source) of the County in an aggregate principal amount up to but in any event not to exceed \$4,000,000 (the “Bonds”). The alternate revenue source to pay debt service on the Bonds is receipts of General Sales Taxes.

Section 2. Publication and Notice. Within ten (10) days after the adoption of this ordinance by the Corporate Authorities, this ordinance, preceded by the notice hereinafter described, shall be published in *The News Gazette*, the same being a newspaper (as described in the Notice by Publication Act) published in Champaign, Illinois, and of general circulation within the County, and if no petition, signed by not less than the number of electors of the County being equal to the greater of (i) 7.5% of the registered voters within the County or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the Project be undertaken and of issuing the alternate Bonds to pay the costs of the Project be submitted to the electors of the County, is filed with the County Clerk within thirty (30) days after the date of the publication of this ordinance, preceded by a notice conforming with the provisions of the Local Government Debt Reform Act, then this ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. If such a petition is filed, an election on the question shall be held as set forth in a form of notice complying with Section 15 of the Local Government Debt Reform Act and not inconsistent with this ordinance, and this ordinance shall not become effective until such question shall have been duly approved by a majority of the votes cast on the question at the election held as set forth in such form of notice. The County Clerk shall have available and provide a form of petition to any person requesting one. The County Clerk shall give notice of the foregoing provisions as set forth in substantially the form of such notice as is presented before the meeting of the Corporate Authorities at which this ordinance is adopted, subject to completion and modification to conform with the Local Government Debt Reform Act.

Section 3. Additional Ordinances. If no petition meeting the requirements of applicable law is filed as provided above in Section 2, or if the question is approved as above set forth, then the Corporate Authorities in accordance with and pursuant to the Act may adopt additional ordinances or other proceedings supplemental to or amending this ordinance, at one time or from time to time as the Project may proceed, including in phases, providing for the issuance and sale of up to but in any event not to exceed the amount of the alternate Bonds set forth above, prescribing the details of such alternate Bonds, and providing for a levy of taxes and

the collection, segregation and distribution of the General Sales Taxes for the payment of the alternate Bonds issued. Such additional or supplemental ordinances or other proceedings shall in all instances become effective in accordance with applicable law; and this ordinance, together with such supplemental and additional ordinances or other proceedings, shall constitute complete authority for the issuance of the alternate Bonds under applicable law.

Section 4. Severability and Repealer. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Upon motion by _____, seconded by _____, adopted upon roll call vote and recorded in the County's records, this ____ day of _____, 2006.

Attest:

County Board Chairman,
Champaign County, Illinois

County Clerk, as *ex officio* clerk
to the County Board, Champaign County,
Illinois

(form of notice)

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to an authorizing ordinance adopted _____, 2006 (the “**Ordinance**”), The County of Champaign, Illinois (the “**County**”), intends to issue its alternate bonds (the “**Bonds**”) at one time or from time to time as funds are needed up to the amount of but in any event not to exceed \$4,000,000 in aggregate principal amount, bearing interest at not to exceed the rate limitation provided by law, for the purpose of paying additional costs of the acquisition, construction (which includes, as applicable, completion, remodeling, repair, rehabilitation and renovation) of the new Champaign County Nursing Home, and related improvements, facilities, fixtures, furnishings, equipment and costs (the “**Project**”). The Bonds are to be paid from receipts of General Sales Taxes (as defined in the Ordinance) as the alternate revenue source, and not from any levy of general taxes.

In addition, notice is hereby given that if a petition signed by not less than _____ electors of the County [being equal to the greater of (i) 7.5% of the registered voters in the County or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less], requesting that the question of the issuance of the Bonds for the Project be submitted to the County Clerk within thirty (30) days of the date of publication hereof and of the above Ordinance, the question of the issuance of such Bonds for the Project shall be submitted to the electors of the County at the general election to be held on November 7, 2006, if such question can be and is presented at such election, and otherwise at the next election at which such question could be presented under the general election laws. A form of petition is available to any person requesting one in the County Clerk’s office.

/s/Mark Shelden _____
County Clerk, Champaign County,
Illinois

Note to publisher: The full text of the ordinance is to follow the above notice. Please check with Deb Busey ((217) 384-3776) as to any blanks in the notice or ordinance. Send your publication statement to The County of Champaign, 1776 East Washington Street, Urbana, Illinois 61801 Attention: County Administrator, and send two certificates of publication to Evans, Froehlich & Beth, 44 Main Street, Third Floor, Champaign, Illinois, 61820.

To: County Clerk, The County of Champaign, Illinois.

PETITION

In accordance with and pursuant to Section 2 of an authorizing ordinance of The County of Champaign, Illinois (the "County"), adopted _____, 2006, and entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAX ALTERNATE REVENUE SOURCE BONDS OF THE COUNTY OF CHAMPAIGN, ILLINOIS, FOR THE PURPOSE OF FINANCING ADDITIONAL COSTS OF THE NEW CHAMPAIGN COUNTY NURSING HOME

each of the undersigned hereby certifies, as applicable to each, that each is an elector (a registered voter) of the County, and hereby petitions and asks that the question of issuing alternate bonds, payable from General Sales Taxes (as defined in the above ordinance) as the alternate revenue source, to pay additional costs of the acquisition, construction (which includes, as applicable, completion, remodeling, repair, rehabilitation and renovation) of the new Champaign County Nursing Home, and related improvements, facilities, fixtures, furnishings, equipment and costs, as set forth in the above ordinance, be submitted to the electors of the County at the general election to be held on November 7, 2006, if such question can be and is presented at such election, and otherwise at the next election at which such question could be presented under the general election laws.

<u>Print Name</u>	<u>Address</u>	<u>City/Village/Town</u> <u>Illinois</u>	<u>Signature</u>
1. _____	_____	_____, IL	_____
2. _____	_____	_____, IL	_____
3. _____	_____	_____, IL	_____
4. _____	_____	_____, IL	_____
5. _____	_____	_____, IL	_____
6. _____	_____	_____, IL	_____
7. _____	_____	_____, IL	_____
8. _____	_____	_____, IL	_____
9. _____	_____	_____, IL	_____
10. _____	_____	_____, IL	_____

Statement: I, _____ [Name], of _____ [Address], of _____, Illinois, hereby state that I am now, and was at all times I circulated this petition, a U.S. Citizen over 18 years of age, that the above signatures on this sheet were signed in my presence in The County of Champaign, Illinois, and are genuine, and to the best of my knowledge and belief each of the persons so signing were at the time of signing registered voters of The County of Champaign, Illinois, and their addresses are correctly stated.

Signature

State of Illinois) The above Statement was subscribed and sworn to
) before me this ____ day of _____, 2006.
County of Champaign)

Notary Public

(SEAL)
My Commission Expires: _____

Sheet No. ____ of ____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of Champaign, Illinois (the “County”), and as such official I am the keeper of the records and files of the County and of the County Board (the “Corporate Authorities”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the ____ day of _____, 2006, insofar as same relates to the adoption of an authorizing ordinance numbered and entitled:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL SALES TAX ALTERNATE REVENUE SOURCE BONDS OF THE COUNTY OF CHAMPAIGN, ILLINOIS, FOR THE PURPOSE OF FINANCING ADDITIONAL COSTS OF THE NEW CHAMPAIGN COUNTY NURSING HOME

a true, correct and complete copy of which ordinance (the “Preliminary Ordinance”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Preliminary Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Preliminary Ordinance were taken openly, that the adoption of such ordinance was duly moved and seconded, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the matter and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the meeting agenda was duly posted at the County Administrative Building at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Counties Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such ordinance. _____ petition(s) has(have) been received as mentioned in Section 2 of such Preliminary Ordinance, a form thereof being at all relevant times available therefor in the County Clerk’s office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of The County of Champaign, Illinois, this _____ day of _____, 2006.

(SEAL)

County Clerk

Notice Form

The County Board of The County of Champaign will hold a public hearing on August 10, 2006 at 6:30 p.m. The hearing will be held in the County Board's meeting room in the Brooken's Administrative Center, 1776 East Washington Street, in Urbana, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of up to \$4,000,000 for the purpose of financing additional costs of the acquisition, construction (which includes, as applicable, completion, remodeling, repair, rehabilitation and renovation) of the new Champaign County Nursing Home, and related improvements, facilities, fixtures, furnishings, equipment and costs.

By: /s/ Mark Shelden

Title: County Clerk

Note to Publisher: The above notice is to be published one time at least 7 days before the hearing, but not prior to 30 days before the hearing. **The publication may be in the "legals" or "classified" section of the paper. NO SPECIAL BORDER IS REQUIRED FOR THIS PUBLICATION. DO NOT USE ANY SPECIAL BORDER.** Please send your statement to:

The County of Champaign
Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61801
Attn: County Administrator

and send two publication certificates (and text) to Evans, Froehlich, Beth & Chamley, 44 E. Main Street, Suite 310, Champaign, Illinois 61820-3649.

PUBLISHER: DO NOT PRINT THE FOLLOWING:

County Board Chairman's Approval and Order Setting Public Hearing:

The undersigned, County Board Chairman of the above County hereby approves and orders the setting of the above Bond Issue Notification Act hearing.

Date: July 20, 2006

County Board Chairman

When signed by the County Board Chairman, please fax back to Evans, Froehlich, Beth & Chamley at 217/359-6468 and file with the County Clerk.

REQUEST FOR INFORMATION

INTRODUCTION

The County of Champaign is seeking the services of an Underwriter/Financial Adviser to assist in the development and determination of the appropriate financing alternative for the following project:

In 2003, the County of Champaign issued \$20,000,000 in 20 year General Obligation Bonds for the construction of a new Champaign County Nursing Home Building and to make and acquire related improvements, facilities, fixtures, furnishings and equipment for the Champaign County Nursing Home. The authority for the County of Champaign to issue General Obligation Bonds was granted by voters through the approval of a referendum on the November 5, 2002 General Election ballot.

The construction project has encountered two substantial construction problems which have added cost to the project in excess of the scheduled contingent costs. The total of cost over-runs attributable to the two construction problems is estimated to be approximately \$4,000,000. There is a probability that the County will recover some of the cost over-runs through mediation and/or litigation with the contractors and professional service providers on this project. However, the County of Champaign requires the cash to complete the project before the anticipated settlement of any litigation. Therefore, the County of Champaign seeks to issue \$4,000,000 in debt obligation, identifying its 1 Cent sales tax as the vehicle for repayment, in the event that no settlement is achieved.

INFORMATION TO BE PROVIDED

The County seeks to utilize the best combination of options available to adequately address the issuance of \$4,000,000 in debt obligation for the Nursing Home Construction Project. The County understands there are at least three possible approaches to this debt issuance:

1. Issuance of 10-20 year alternate revenue bonds
2. Issuance of 10-20 year debt certificates
3. Issuance of variable rate demand obligations

Information requested at this time is an analysis and report on the advantages and disadvantages of the financing options available to the County for the issuance of this debt, taking into consideration the County's requirement for early repayment capability if litigation is successful.

Please ensure the following information is included in your analysis:

1. Recommended structure and estimated total interest cost of each option;

2. Total fees estimate associated with each option.

The County's legal counsel for this bond issue is Kurt Froelich, Evans, Froelich, Beth and Chamley, 44 E. Main, Champaign, Illinois.

RESPONSE

It is requested that your response to this Request for Information be submitted by Monday, July 10, 2006, 11:00am. Responses may be submitted in hard copy or by e-mail to:

Debra Busey, County Administrator of Finance & HR Management
Brookens Administrative Center
1776 East Washington
Urbana, IL 61802
PH: 217-384-3776
FAX: 217-384-3896
E-mail: dbusey@co.champaign.il.us

RESOLUTION NO. 5497

RESOLUTION APPROPRIATING \$118,150.00 FROM
COUNTY BRIDGE FUNDS
FOR REPLACEMENT OF STRUCTURE #010-5720
ON THE CHAMPAIGN-DOUGLAS COUNTY LINE
SECTION #05-00917-00-BR

WHEREAS, Structure #010-5720 located on the Champaign-Douglas County Line on Section 33 in Raymond Township is in poor condition, which is endangering the safety of the traveling public, and

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

WHEREAS, the cost of replacement of the aforesaid bridge, which shall include construction and design engineering, is estimated to be \$118,150.00, and

WHEREAS, the Highway and Transportation Committee recommends that said replacement be made, and

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

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Eighteen Thousand One Hundred and Fifty Dollars (\$118,150.00) from County Bridge Funds for this replacement, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Sheldon, County Clerk and
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. 5498

RESOLUTION APPROPRIATING \$153,000.00 FROM
COUNTY BRIDGE FUNDS
FOR REPLACEMENT OF A DOUBLE BOX CULVERT
ON THE CHAMPAIGN-FORD COUNTY LINE
SECTION #05-00914-00-BR

WHEREAS, there is a double box culvert located on the Champaign-Ford County Line on Section 5 in Kerr Township is in poor condition, which is endangering the safety of the traveling public, and

WHEREAS, to insure the safety of the traveling public, it is necessary that said double box culvert be replaced, and

WHEREAS, the cost of replacement of the aforesaid double box culvert, which shall include construction and design engineering, is estimated to be \$153,000.00, and

WHEREAS, the Highway and Transportation Committee recommends that said replacement be made, and

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

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Fifty-three Thousand Dollars (\$153,000.00) from County Bridge Funds for this replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. 5499

RESOLUTION APPROPRIATING \$118,600.00 FROM
COUNTY BRIDGE FUNDS
FOR REPLACEMENT OF STRUCTURE #4067
ON THE CHAMPAIGN-PIATT COUNTY LINE
SECTION #05-00918-00-BR

WHEREAS, Structure #010-4067 located on the Champaign-Piatt County Line on Section 31 in Colfax Township is in poor condition, which is endangering the safety of the traveling public, and

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

WHEREAS, the cost of replacement of the aforesaid bridge, which shall include construction and design engineering, is estimated to be \$118,600.00, and

WHEREAS, the Highway and Transportation Committee recommends that said replacement be made, and

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

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Eighteen Thousand Six Hundred Dollars (\$118,600.00) from County Bridge Funds for this replacement, and

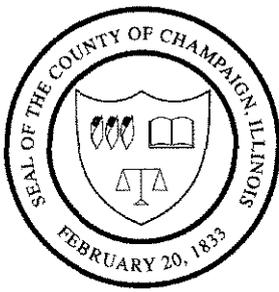
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer



COUNTY BOARD ADDENDUM

County of Champaign, Urbana, Illinois

Thursday, July 20, 2006 – 7:00 p.m.

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

Page Number

X COMMITTEE REPORTS:

B. COUNTY FACILITIES COMMITTEE

7. Adoption of Resolution No. 5485 Approving Parking Plan for County Employees *(To be distributed)*

C. POLICY, PERSONNEL & APPOINTMENTS COMMITTEE

2. Adoption of Resolution No. 5502 Accepting the Resignation of Larry Sapp as Vice-Chair of the County Facilities Committee and Appointing _____ (name to be announced at the meeting) as Vice-Chair of the County Facilities Committee 1
3. Adoption of Resolution No. 5503 Accepting the Resignation of Larry Sapp as County Board Liaison to the County Board of Health and Appointing Stan James as County Board Liaison to the County Board of Health 2

D. FINANCE COMMITTEE

17. Adoption of Resolution No. 5511 Authorizing Champaign County Chair to Execute an Agreement for Underwriting Services of General Sales Tax Alternate Revenue Source Bonds of the County of Champaign, Illinois for the Purpose of Financing Additional Costs of the New Champaign County Nursing Home *(To be distributed)*

*Roll Call

**Roll call and 18 votes

***Roll call and 21 votes

****Roll call and 14 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

Access to the Lyle Shields Meeting Room for County Board and County Board Committee Meetings is from the north (rear) entrance to the Brookens Administrative Center facility which is located off of Lierman Avenue. (The Washington Street entrance is not open for evening meetings.) While Lierman Avenue is under construction, please use East Main Street to Art Bartell Drive, and follow Art Bartell Drive south to the Brookens Administrative Center facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.

RESOLUTION NO. 5502

RESOLUTION ACCEPTING THE RESIGNATION OF LARRY SAPP AS VICE-CHAIR OF THE COUNTY FACILITIES COMMITTEE AND APPOINTING _____ (name to be announced at the meeting) AS VICE-CHAIR OF THE COUNTY FACILITIES COMMITTEE

WHEREAS, Larry Sapp has submitted his resignation as the Vice-Chair of the County Facilities Committee; and

WHEREAS, Larry Sapp wishes to remain a member of the County Facilities Committee; and

WHEREAS, Barbara Wysocki has named _____ (name to be announced at the meeting) to be Vice-Chair of the County Facilities Committee; and

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the County Board does hereby advise and consent to the appointment of _____ (name to be announced at the meeting) to be Vice-Chair of the County Facilities Committee.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Sheldon, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 5503

RESOLUTION ACCEPTING THE RESIGNATION OF LARRY SAPP AS COUNTY BOARD LIAISON TO THE COUNTY BOARD OF HEALTH AND APPOINTING STAN JAMES AS COUNTY BOARD LIAISON TO THE COUNTY BOARD OF HEALTH

WHEREAS, Larry Sapp has submitted his resignation as the County Board Liaison to the County Board of Health; and

WHEREAS, Barbara Wysocki has named Stan James to be the County Board Liaison to the County Board of Health; and

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the County Board does hereby advise and consent to the appointment of Stan James to be the County Board Liaison to the County Board of Health.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of July, A.D. 2006.

Barbara Wysocki, Chair
County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk
and ex-officio Clerk of the
Champaign County Board