

EXECUTIVE COMMITTEE AGENDA Room 400, Government Center <u>Tuesday, April 14, 2009</u>

4:30 p.m.

- 1. Call to Order
- 2. Chairman's Approval of Minutes March 10, 2009
- 3. Appearance by Members of the Public
- 4. Departmental Matters
- 5. Report of Standing Committees:
 - A. Executive Committee Chairman Sorensen
 - Items to be Presented for Action:
 - a) <u>REAPPOINTMENTS</u>:

BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

Mr. Paul D. Brown 105 Hilltop Road Bloomington, IL 61704 (Three-year term to expire on the first Monday in May, 2012)

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Jeff Wilcox 13766 Oak Hill Road Bloomington, IL 61705 (Five-year term to expire on the first Monday in May, 2014)

BELLFLOWER FIRE PROTECTION DISTRICT

Mr. Lawrence A. Heacock 2585 N 3450 East Rd. Farmer City, IL 61842 (Three-year term to expire on April 30, 2012)

CARLOCK FIRE PROTECTION DISTRICT

Mr. Fred Gent 22048 Skyline Ct. Carlock, IL 61725 (Three-year term to expire on April 30, 2012)

CARLOCK FIRE PROTECTION DISTRICT

Mr. John Grieder 8490 U.S. Highway 150 Carlock, IL 61725 (Three-year term to expire on April 30, 2012)

CHENOA FIRE PROTECTION DISTRICT

Mr. Donald Augsburger 31865 N. 2480 East Road Chenoa, IL 61776 (Three-year term to expire on April 30, 2012)

CLEARVIEW SANITARY DISTRICT

Mr. Stephen L. Rousey 3022 Joseph St. Bloomington, IL 61701 (Three-year term to expire on April 30, 2012)

DANVERS FIRE PROTECTION DISTRICT

Mr. John M. Gillis 406 W. Exchange Street Danvers, IL 61732 (Three-year term to expire on April 30, 2012)

DOWNS FIRE PROTECTION DISTRICT

Mr. James Adams 20365 E. 1200 North Rd. Bloomington, IL 61704 (Three-year term to expire on April 30, 2012)

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. Gerald L. Bedell 29980 East 1050 North Road Ellsworth, IL 61737 (Three-year term to expire on April 30, 2012)

FAIRBURY FIRE PROTECTION DISTRICT

Mr. Richard Stoller 34937 E. 2800 North Road Chenoa, IL 61726 (Three-year term to expire on April 30, 2012)

GRIDLEY TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Michael D. Stoller 28428 N. 2025 East Rd. Gridley, IL 61744 (Three-year term to expire on April 30, 2012)

HUDSON FIRE PROTECTION DISTRICT

Mr. Dale Hussemann 14251 E. 2400 N. Rd. Hudson, IL 61748 (Three-year term to expire on April 30, 2012)

LEXINGTON FIRE PROTECTION DISTRICT

Mr. David D. Duzan 24322 N. 2250 East Rd. Lexington, IL 61753 (Three-year term to expire on April 30, 2012)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Edwin Eades 17677 N. 2600 East Rd. Cooksville, IL 61730 (Three-year term to expire on April 30, 2012)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Kent Petersen 24217 N 3500 East Rd. Colfax, IL 61728 (Three-year term to expire on April 30, 2012)

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Mr. James Murphy 15941 E 100 North Rd. Heyworth, IL 61745 (Three-year term to expire on April 30, 2012)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. David Feese 37344 Comanche Drive Saybrook, IL 61770 (Three-year term to expire on April 30, 2012)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Martin Tipsord 1020 Courtland St. Saybrook, IL 61770 (Three-year term to expire on April 30, 2012)

			TOWANDA FIRE PROTECTION DISTRICT Mr. Larry Sans 116 Hunt Street Towanda, IL 61776 (Three-year term to expire on April 30, 2012)	
		b)	APPOINTMENTS:	
			CARLOCK FIRE PROTECTION DISTRICT Mr. Everett Laesch 1825 Mabel Rd. Normal, IL 61761	
		c)	RESIGNATIONS:	
			CARLOCK FIRE PROTECTION DISTRICT Mr. Ralph T. Wherry 8316 Stutzman Ln. Carlock, IL 61725	
		d)	Report of the Rules Subcommittee of the Executive Committee – Chairman Owens	
		e)	Request Approval of IBM Equipment Maintenance Contract – Information Technologies	1-6
		f)	Request Approval to Award a Core Switch bid to STL Technologies – Information	
	2)	Items	Technologies to be Presented to the Board:	7-8
	/	a)	Information Technologies Status Report	9
		b)	General Report	
		c)	Other	
B.	Justice	e Comi	mittee – Chairman Renner	
	1)		to be Presented for Action:	
		a)	Request Approval of an Agreement between McLean County and the Board of Trustees of	
			Illinois State University for the Redeploy Illinois	40.40
		b)	Program – Court Services Request Approval of a Subcontract Agreement	10-12
		D)	between McLean County, Chestnut Health	
			Systems, the City of Bloomington, and the State of	
			Illinois for services related to the Redeploy Illinois	
		-\	Program – Court Services	13-17
		c)	Request Approval of an Agreement between McLean County and the Catholic Charities of the	
			Diocese of Peoria for the Redeploy Illinois	
			Program – Court Services	18-22

- 2) <u>Items to be Presented to the Board:</u>
 - a) General Report
 - b) Other
- C. Land Use and Development Committee Chairman Gordon
 - 1) Items to be Presented to the Board:
 - Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee for the following grants:
 - (1) \$20,000.00 for Electronics Recycling;
 - (2) \$5,000.00 for partial funding of a
 Feasibility Study of the Underwood House,
 Which will be the future home of the
 Ecology Action Center;
 - (3) \$500.00 for a Community Recycling Assessment.
 - b) General Report
 - c) Other
- D. Property Committee Chairman Bostic
 - 1) <u>Items to be Presented to the Board</u>:
 - a) General Report
 - b) Other
- E. Transportation Committee Chairman Hoselton
 - 1) Items to be Presented to the Board:
 - Request Approval of a Resolution and Letting Results from the March 31, 2009 County 2009 MFT Maintenance Section
 - b) Request Approval of Horse Farm Rd. CH 29 Sec 05-00071-04-RS
 - (1) LA Agreement for Federal Participation
 - (2) MFT Resolution
 - (3) Matching Tax Resolution
 - c) Request Approval of Towanda I-55 Overpass CH 29 Sec 05-00071-04-RS
 - (1) County Highway Resolution
 - (2) Matching Tax Resolution
 - d) Request Approval of Martin Road District Joint Culvert Petition
 - (1) 2009 Martin RD Joint Culvert 1975 North Road
 - e) General Report
 - f) Other

F	Finance	Committee	- Chairman	Owens
	Illiance	COMMINUTE		Owens

- 1) Items to be Presented for Action:
 - a) Request Approval to Amend the Current
 Intergovernmental Agreement with Ford,
 Iroquois, Livingston, and DeWitt Counties to
 Incorporate a name change from SHOWBUS
 to SHOW BUS Public Transportation NFP –
 Building and Zoning

23-29

b) Request Approval of a Resolution of the McLean County Board setting forth Specific Recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget Ordinance – County Administrator's Office

30-31

- 2) Items to be Presented to the Board:
 - Request Approval of a Resolution of the McLean County Authorizing the State's Attorney to offer a Salary above the Starting Maximum Salary
 - b) Request Approval of a Resolution Authorizing the State's Attorney to Provide an Equity Salary Adjustment
 - c) General Report
 - d) Other
- G. Report of the County Administrator
 - 1) <u>Items to be Presented for Action:</u>
 - a) EXECUTIVE SESSION: Personnel Matter
 - b) Request Approval of Employment Contract
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other
- 6. Other Business and Communications
- 7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
- 8. Adjournment

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INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124 115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

Memo

To:

McLean County Executive Committee and McLean County Board

From:

Craig Nelson, Director of Information Technologies

Date:

April 7, 2009

Re:

Request Approval of IBM Equipment Maintenance Contract

Please find attached a maintenance contract with IBM covering the hardware used to support the County's integrated justice system.

The contract provides for one year of coverage and is part of the FY 2009 budget.

I respectfully request approval of equipment maintenance contract with IBM.

I will be happy to answer any questions you may have.

Thank you

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work and IBM International Customer Agreement (or any equivalent signed by both of us and identified below).

Business Partner Name and Address:	No 02/19/2009	Charge Period: 01/01/2009 Start Date: 01/01/2009 12/31/2009	3,673.88 Accumulated Adjustment Invoicing option: N	1 Year(s)	Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the new inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.	For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.	ither of us requests it.
Customer Billing Address: MCLEAN COUNTY LAW & JUSTICE CENTER PO BOX 2400 104 W FRONT ST 7 FLR BLOOMINGTON IL 61702-2400	Revised Schedule (Yes/No): Schedule Effective Date: Proposal Reference Date:	ES): . 0.00 .Maintenance Charges: 0.00 Service Charges:	0.00 TOTAL CHARGE PERIOD CHARGES: Annually	Contract Term:	d services identified in this Schedule. Actual charges may vary with any action in the charge amounts herein but will be added to your involce.	n addition to the Service charge identified hereires.	need not to sign this Schedule, unless either of us requests it.
Name and Address of Customer: MCLEAN COUNTY LAW & JUSTICE CENTER 104 W FRONT ST BLOOMINGTON IL 61701-5005	Agreement Number: HQ12291 Statement of Work Number: AN20F6 Customer Number: 05643941	(Inclusive of M	One Time Charges: 0.000 One Ti		• Charges are based on the current inventory and service inventory or services. Any applicable taxes are not including the contract of the con	For a Machine subject to usage charges, in a with applicable usage rates and billing cycles.	The Parties need

International Business Machines Corporation Authorized signature Name (type or print): Agreed to: Date: .. B Authorized signature Name (type or print): MCLEAN COUNTY Agreed to: Date: By:

contract AN20F6 (prepared 02/19/09 14:18 KELLYNO)



Enterprise Total for Charge Period by Customer Number Inclusive of MES:

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104 W FRONT ST, LAW & JUSTICE CENTER, BLOOMINGTON IL 61701-5005

3,673.88 3,673.88

Note: One Time Charges are not included in the Total

MCLEAN COUNTY

05643941 Total

Schedule for Services

Maintenance Machine List

-Eligible Machine Description-

Gnarges Stop							
Charges Start		06/30/2009	07/03/2009	06/30/2009	06/30/2009	06/30/2009	
- charges		1,238.63 W	1,421.02 W	606.43 W	8	M	
Mainț Svc			~	-			
Iype of Syc		B	В	ш			
QV	-2002	-	-	-	-	-	
d. // Product - - -	City, State: BLOOMINGTON IL 61701-5005	DS4300 MIDRANGE DISK (60U)	ULTRIUM TAPE LIBRARY	SYSTEM P5	ULTRA320 SCSI 4-PACK	2WAY 1.65GHZ PWR5+ PROC.CARD	
Related Order/ Order/ Order/ Serial Serial Serial Number	Specified Location: 05643941	0023A8896	001338279	0000B0066			
= Mod/= = Feat		009	L23	52A	6574	8323	
Type		1722	3582	9131			
MIGHT		IBM	IBM	IBM			

3,266.08

\$3,266.08 \$3,266.08

3,266.08

Total Charge Period Charges for Maintenance Machine List Without MES

Total Charge Period Charges for Maintenance Machine List With MES

See Legend for Details

Subtotal With MES

Subtotal Without MES

Schedule for Services

Services List

Customer Technical Contact Name (if applicable): MICHAEL GALLAGHER Customer Primary Technical Contact name: MICHAEL GALLAGHER Customer Primary Technical Contact phone number: 309-888-5110

-----Eligible Machine Description---

Charges Services Charges Charges Start Start		407.80 06/30/2009	06/30/2009	06/30/2009					407.80	\$ 407.80
000	11-5005					2		-		
Product Group // Service Option	City, State: BLOOMINGTON IL 61701-5005		SUPPORT	SUBSCRIPTION	D5	NUMBER OF PROCESSORS	FULL SHIFT			
Type Model Serial Order Support Service	Specified Location: 05643941	SWMA FOR AIX						9131 52A 0000B0066	Subtotal	Total Charge Period Charges for Services List

Note: One Time Charges are not included in these totals. See Legend for Details

Legends:

Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

TYPE OF SERVICE

- On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day ଟି ଲିପି
- On-Site Repair/Exchange Services, 7 days a week, 24hrs/day. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective This type of repair service includes a response objective and is not a guarantee.
 - On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective. This type of repair service includes a response objective and is not a guarantee. $\widehat{\Box}$
 - X
 - EasyServe (remotely delivered services)

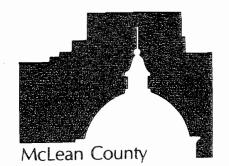
MAINTENANCE SERVICES

- Maintenance of IBM Machines
- Maintenance of non-IBM Machines
 - Warranty Service Upgrade
- Maintenance of Cisco Products
- Maintenance of IBM Machines Enhanced Service Response Service for Machines Withdrawn from IBM Maintenance Non-IBM Service for Machines Withdrawn from IBM Maintenance

 - Maintenance of IBM Machines (Labor Only)
 - Non-IBM Memory Exchange Enhanced Parts Inventory
- Spare Machine
- Operator Support
- Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- IBM Maintenance Services First Line Maintenance for Wincor Nixdorf ATMs
- IBM Maintenance Services Applications Maintenance Services for Wincor Nixdorf ATMs Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

- ⁴Charges shown are for the Charge Period
 A (C) indicates a Machine that will have Usage Charges billed separately
 An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
 An (H) identifies a Machine on an existing ServiceEllet/ServiceElect CHIS contract with duplicate Maintenance Services Coverage
 A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration CHIZZOLK A A B A B
 - indicates that the product is a non-GSA Schedule item
 - indicates a One Time Charge
- indicates averaged billing or annual prepayment
- indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
 - indicates Usage Charges which are measured in either Feet, Hours, or Impressions
 - indicates On-order Products which are shown for planning purposes only indicates a Machine under Warranty
- indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



INFORMATION SERVICES

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Bloomington, Illinois 61702-2400

Memo

To:

McLean County Executive Committee and McLean County Board

From:

Craig Nelson, Director of Information Technologies

Date:

April 3, 2009

Re:

Request Award of Core Switch Bid

Please find attached a summary of pricing received from various vendors in response to an RFP that was released seeking a Core Switch solution for the County.

The County received nine (9) responses from four (4) vendors.

I am recommending award of the bid to STL Technologies, which provided the cheapest solution that is of a *chassis* design.

While one proposal was received that has slightly cheaper overall pricing, it is a <u>stackable</u> design. The difference is that the stackable design will require more power requirements than currently exist where the equipment will be located, and the design creates space issues in our data rack.

This possibility was recognized prior to letting the RFP, so our bid specifications clearly indicated that preference would be given to a <u>chassis</u> solution.

The recommended solution from STL Technologies represents the lowest cost chassis alternative. It meets all specifications with no exceptions.

The monies for this purchase are part of the Fiscal Year 2009 budget.

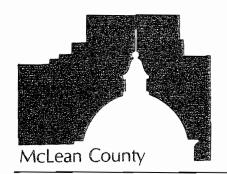
Information Technologies respectfully requests approval of the award to STL Technologies.

I look forward to discussing with you and will be happy to answer any questions you may have.

Thank you

Cost Comparison for Network Core Switch Bid

Bidder	CDS #1	CDS #2	CDS #3	RSM McGladrey #1	RSM McGladrey #2	Sentinel #1	Sentinel #2	Sentinel #3	STL
Solution	3Com 7906e	3Com 4800G	HP 5400 ZL	Cisco 6509	Cisco 4506	Cisco 4506	Cisco 4506	Cisco 6506	HP 5400 ZL
Design	Chassis	Stackable	Chassis	Chassis	Chassis	Chassis	Chassis	Chassis	Chassis
Item 1: Total Hardware Costs	\$37,280	\$17,140.08	\$23,563.65	\$55,930	\$30,204	\$31,906.00	\$21,893.00	\$41,164.00	\$21,468.00
Item 2: Installation Services	\$2,700	\$1,800.00	\$2,700.00	\$8,750	\$8,750	\$7,560.00	\$7,560.00	\$7,560.00	\$4,995.00
3 vr Maint	\$7,680	\$2,960.00	\$7,443.00	\$30,000	\$8,124	\$7,590.00	\$7,590.00	\$22,641.00	\$3,410.00
5 vr Maint	NO BID	NO BID	NO BID	\$50,000	\$13,540	NO BID	NO BID	NO BID	NO BID
Subtotal (HW, Install, 3 yr)	\$46,938	\$21,900.08	\$33,706.65	\$94,680	\$47,078	\$47,056.00	\$37,043.00	\$71,365.00	\$29,873.00
Allowance for Used Equipment	-\$1,200	\$0.00	-\$1,829.50	Jucluded	Included	Included	Included	Included	-\$3,041.80
Optional Software	\$1,203	\$1,999.00	\$1,203.00	OI8 ON	ONO BID	NO BID	NO BID	NO BID	Included
Total Expense to County	\$46,941	\$23,899.08	\$33,080,15	\$94,680	\$47,078	\$47,056	\$37,043	\$71,365	\$26,831



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124 115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

Information Technologies Status Report April 14, 2009

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues recently addressed by Information Technologies.

General Administration:

- > Conducted Core Switch bid
- ➤ Began preparing Cabling bid for LNJ 3-4-5
- > Began configuring new helpdesk/asset tracking software
- > Reviewing flawed Verizon bills
- Purchased new GIS Software
- > Participated in GIS Strategic plan interviews
- Worked on FBI Security Audit
- > Worked on GIS proposal issues

Hardware/Network

- Implemented new GIS hardware
- Replaced failing drives on SAN and Server.
- > Reviewed current security measures and made some improvements
- Replaced failing backup hardware

Programming/Database/Web

- ➤ Working on converting EJS to web-based platform
- Working on Child Support dataload
- > Implementing new zip code software
- Working on drug court software system
- > Continued developing information for jail alternatives
- > Produced payroll information for Pantagraph FOIA

Respectfully submitted,

Craig Nelson

Craig Nelson

Director of McLean County Information Technologies

BOARD of TRUSTEES of ILLINOIS STATE UNIVERSITY

AGREEMENT

This Agreement entered into this 21st day of April, 2009 between the County of McLean, a body Corporate and Politic and Board of Trustees of Illinois State University (Board) pursuant to the following terms and conditions.

Dr. Sesha Kethineni a professor associated within the College of Applied Science and Technology specifically the Department of Criminal Justice Sciences at Illinois State University will assure quality control, report writing, data management, and attendance at meetings to address data issues for the Redeploy Illinois Program that targets populations and eligibility of juvenile delinquent youth referred to agencies under the Redeploy Illinois Program; a grant project utilizing funds received from the Illinois Department of Human Services, this will be done by the following:

- a. To provide training in the use of the Statistical Package for Social Sciences analytical software
- b. To develop templates for data entry
- c. To provide data management and analysis
- d. To attend meetings of the collaborative team and provide analysis, and quarterly reports to the Illinois Department of Human Services

It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

- The Board shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
- 2. The Board shall, at all times during this term, maintain (a) Commercial General Liability in the amount of \$1,000,000 per occurrence (combined single limit bodily injury and property damage) and \$2,000,000 Annual Aggregate. Upon request, Board shall provide a certificate of insurance as evidence of coverage.
- 3. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

a. To collaborate with Dr. Kethineni in, quality control, data management, report writing, and attending meetings to address the data issues.

- b. To indentify a contact person for conflict resolution/problem solving and keep that name current with Dr. Kethineni.
- c. To remit payment within 60 days of receipt of billing.
- d. To make payment by check issued to Illinois State University.
- e. To define the following outcomes:
 - i. Reduction of county commitments to the Illinois Department of Juvenile Justice
- f. To provide up to \$22,613.00 to Illinois State University for quality assurance, report writing, data management and analysis for the first twelve months of the contract.

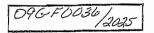
Both parties agree:

- 1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year
- 2. This Agreement is subject to the receipt of Redeploy Illinois Program funds from the Illinois Department of Human Services
- 3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 4. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 5. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 6. This Agreement may not be assigned or Subcontracted by **The Board** to any other person or entity without the written consent of the County of McLean.
- 7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to The Board for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
- 9. That the foregoing and the attached document (s) (if any) constitute all of the agreement

Adopted by the County Board of McLear, 2009.	County, Illinois, this day of
APPRO	OVED:
•	
Mark C.	orensen, Chairman
	n County Board
ATTEST:	
Peggy Ann Milton, Clerk of the County	
Board of McLean County, Illinois	
APPRO	OVED:

Board of Trustees of Illinois State University by Rodney L. Custer, Associate Vice President of Research

3



Subcontract Agreement

This agreement is made this _____ day of _____ 2009, by and between Chestnut Health Systems, a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, with a place of business at 1003 Martin Luther King Drive, City of Bloomington, County of McLean, State of Illinois, (hereafter referred to as "Subcontractor") and the County of McLean with a place of business at 115 E. Washington Street, City of Bloomington, County of McLean, State of Illinois, (hereafter referred to as "Provider").

Section 1 Relationship

Provider is the recipient of a grant from the Illinois Department of Human Services (IDHS) and wishes to subcontract certain services to Subcontractor. Provider affirms that it has written approval to utilize Subcontractor to fulfill certain obligations specific to services related to Redeploy Illinois.

Section 2 Term

This Agreement shall become effective on May 1, 2009 and shall continue through April 30, 2010.

Section 3 Renewal

This Agreement may be renewed for subsequent terms upon agreement of the parties.

Section 4 Termination Without Cause

Either party may terminate this Agreement with or without cause by giving at least thirty (30) days prior written notice to the other party or upon termination of funding for the project by IDHS.

Section 5 Scope of Services

Subcontractor agrees to provide services as defined in Attachment A: Scope of Work.

Section 6 Payment

Provider agrees to pay Subcontractor the sum of \$25 per hour for services as defined in Attachment B: Payment Schedule. Should this Agreement be terminated in accordance with Section 4, Provider agrees to reimburse Subcontractor for all services provided through the termination date.

Section 7 Notices

Any notices required or permitted hereunder shall be in writing and be delivered in person to the other party or the other party's authorized agent or by United States Mail, postage fully prepaid, to the address set forth below or as changed in writing from time to time by the Parties:

Subcontractor

Chestnut Health Systems, Inc. 1003 Martin Luther King Drive Bloomington, Illinois 61701 Attn. Alan Sender, COO Provider

McLean County Court Services 104 W. Front Street Bloomington, Illinois 61701 Attn. Randy Macak

Section 8 Amendments

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

Section 9 Insurance

Subcontractor shall, at all times during this term, maintain (a) Commercial General Liability in the amount of \$1,000,000 per occurrence (combined single limit bodily injury and property damage) and \$2,000,000 Annual Aggregate. Upon request, Subcontractor shall provide a certificate of insurance as evidence of coverage.

Section 10 Liability

It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

Section 11 Assignment

The parties expressly agree that this Agreement shall not be assigned except with the written consent of the other party.

Section 12 Severability

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed as severable from other sections or provisions of this Agreement.

Section 13 Waiver

No delay or failure to exercise any right under this Agreement by either party shall operate as a waiver of such right or of any other rights under this Agreement. A waiver on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

Section 14 Governing Law

This Agreement shall be subject to and construed under the laws of the State of Illinois.

Section 15 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

Section 16 Agreement

IN WITNESS WHEREOF, the parties have executed this agreement as of the date shown below:

	Provider: County of McLean	
Ву;	· · · · · · · · · · · · · · · · · · ·	
	Signature of Provider	Date
	Subcontractor: Chestnut Health Systems	
Ву:	alau Smood	3/24/2008
-	Signature of Subcontractor	Date

Attachment A: Scope of Work

Chestnut Health Systems Services for Redeploy Illinois Project

Chestnut Health Systems will provide the following work under the grant:

- Chestnut staff will attend training in the evidence based treatment model Adolescent.
 Community Reinforcement Approach (ACRA) and will achieve certification in the model.
- Chestnut staff will provide a maximum of 20 hours per week of individual substance abuse counseling using ACRA to targeted youth.
- Chestnut staff will maintain fidelity of the model through ongoing certification requirements.
- Chestnut staff will attend wrap around meetings with McLean County Court Services as needed.
- Chestnut staff will maintain documentation of services

Attachment B: Payment

McLean County Juvenile Court Services Redeploy Project with Chestnut Health Systems

Chestnut Health Systems will bill the County of Mclean via invoice for services rendered each month by the 15th day of the following month at the rate of \$25 per hour of service not to exceed \$22,956 per year.

Payment is expected within 30 days.

CATHOLIC CHARITIES AGREEMENT

This Agreement entered into this 12th day of March, 2004 between the County of McLean, a body Corporate and Politic and Catholic Charities of the Diocese of Peoria-2900 W. Heading Ave, West Peoria, II. 61604-4868, pursuant to the following terms and conditions.

Target populations and eligibility criteria: Juvenile delinquent youth referred to Catholic Charities under the Redeploy Illinois Program; a grant project utilizing funds received from the Illinois Department of Human Services

Catholic Charities Agrees pursuant to the proposal(s) that are attached as Exhibit A and B:

- a. To provide outreach, in-home family therapy to Redeploy youth and their families as referred by the juvenile probation office. Servicing 1-2 clients/families at any given time.
 - b. To provide crisis services to Redeploy youth and families that do not qualify for other crisis services available to help stabilize the family at time of crisis.
 - c. To provide tele-psychiatry service to Redeploy youth for psychiatric evaluation (one hour appointment).
 - d. To provide a minimum of 2 and a maximum of 4 Cognitive Behavioral group sessions throughout a calendar year.
- 2. Catholic Charities shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Agreement, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

Catholic Charities shall further hold harmless the County of McLean (including its officials, agents and employees) from liability or claims for any injuries to or death of Catholic Charities or and Sub-contractor's employees, resulting from any cause whatsoever, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, including protection against any claim of the Catholic Charities or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said Catholic Charities or Subcontractor and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the County of McLean.

In the event that the County of McLean's machinery or equipment is used by the Catholic Charities or any Subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of the Catholic Charities during the period of such use by the Catholic Charities or any Subcontractor, and if any person or persons in the employment of the County of McLean should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Catholic Charities.

- 3. Catholic Charities shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
- 4. Catholic Charities shall, during the entire term hereof, procure and maintain general liability insurance, automobile liability insurance, workers' compensation insurance and errors and omissions coverage in a form and with such limits that are acceptable to the County of McLean. Catholic Charities shall provide to the County of McLean upon request, a Certificate of Insurance.
- 5. Catholic Charities shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
- 6. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

- 1
- a. To collaborate with Catholic Charities in treatment/service plan development, evaluation and decision making.
- b. To indentify a contact person for conflict resolution/problem solving and keep that name current with Catholic Charities.
- c. To remit payment within 60 days of receipt of billing.
- d. To make payment by check issued to Catholic Charities of the Diocese of Peoria.
- e. To follow procedures for authorization for services/acceptance of referrals as follows:
 - i. Referrals will be made by the juvenile probation office for services on a referral form for Redeploy youth.
 - ii. Referrals will include any clinical or background information available to assist in assessment and treatment

- f. To define the following outcomes:
 - i. Improve family functioning and
 - ii. Reduce county commitments to the Illinois Department of Juvenile Justice
- g. To assist if applicable to family situation the necessary lab work in order to receive telepsychiatry services.
- h. To provide up to \$4,500 for Catholic Charities staff, training and technical support.
- i. To provide group sessions in an amount not to exceed \$30,800
 - i. Thinking for a Change @ \$7,400.00 per group
 - ii. WAIT @ \$8,925.00/group
- j. To provide the following services to be billed per hour of:
 - i. Counseling service, including travel time; per hour = \$90.00
 - ii Tele-psychiatry service per hour \$180.00
 - iii. Crisis services; \$347.70 for the first hour and \$34.77 each 15 minute thereafter. The amount to increase to \$477.70 and \$44.77 respectively if need to send 2 staff to safely provide services.

Both parties agree:

- 1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year subject to paragraph 2 below
- 2. This Agreement subject to the receipt of Redeploy Illinois Program funds being received from the Illinois Department of Human Services
- 3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 4 No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 6. This Agreement may not be assigned or Subcontracted by Catholic Charities to any other person or entity without the written consent of the County of McLean.
- 7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

- 8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to Catholic Charities for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
- That the foregoing and the attached document (s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

Adopted by the Count		McLean County, Illinois, this day of
		APPROVED:
		Matt Sorensen, Chairman McLean County Board
ATTEST:		
Peggy Ann Milton, Clerk of Board of McLean County, Il		
, *		A DDD OX TOD
		APPROVED:
3/12/2009 Date	.* 	Dough W. Brown
		Catholic Charities - Youth Service Title Coordinator



COURT SERVICES

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor. Bloomington, IL 61702

Adult Division Room 700 Ph: 309-888-5360

Fax: 309-888-5434

Room 701 Ph: 309-888-5370 Fax: 309-888-5831

Juvenile Division

Room 703 Ph: 309-888-5370 Fax: 309-888-5831

Extended Day

To: Honorable Members of the Justice Committee

From: Lori McCormick

CC: Chief Judge Elizabeth Robb

Date: March 25, 2009

Re: Redeploy Illinois Agreements

Please find attached the proposed agreements with Illinois State University, Chestnut Health Systems and Catholic Charities that will allow the Court Services Department to work with these aforementioned entities in providing the needed services to comply with the Redeploy Illinois Grant. Mr. Eric Ruud has worked with my department and the agencies listed with the details that are contained in the agreements.

I will be available at the Justice Committee Meeting to answer any questions that you may have.

Thank you for your continued support of the Court Services Department.



INTER-OFFICE COMMUNICATION DEPARTMENT OF BUILDING AND ZONING

Phone: 888-5160

TO:

Chairman Ben Owens and Finance Committee

FROM:

Mike Behary, County Planner MJB

DATE:

March 24, 2009

RE:

SHOW BUS - Amend the Current Intergovernmental Agreement with Ford,

Iroquois, Livingston, and Dewitt Counties

SHOW BUS would like to amend the intergovernmental agreement to provide for public transportation in DeWitt, Ford, Iroquois, Livingston and McLean Counties. SHOW BUS has for many years been a part of the Mennonite Retirement Community, Inc., a non profit corporation. SHOW BUS has grown and expanded its operation over recent years. Therefore, as of July 1, 2009 SHOW BUS will separate from the Mennonite Retirement Community and will be a stand alone entity known as SHOW BUS Public Transportation NFP.

SHOW BUS now needs to amend the intergovernmental agreement to incorporate the name change. The amendment is to change the name of the service provider from Meadows Mennonite Retirement Community, d/b/a SHOW BUS to SHOW BUS Public Transportation NFP.

I have attached a letter from SHOWBUS, a copy of the existing intergovernmental agreements, and a copy of the proposed amendment.

Laura Dick the Director of SHOW BUS and I will be present at the April 1st Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Enclosures:

1) Current Intergovernmental Agreements, 2) Proposed Amendment to the

Intergovernmental Agreement, 3) Memo from the Director of SHOWBUS

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SHOW BUS Public Transportation 24883 Church Street Chenoa, IL 61726-9705

Business # 309-747-2454

Reservation # 800-525-2454

March 23, 2009

Mr. Benjamin Owens Chair, Finance Committee, McLean County Board 115 East Washington Bloomington, IL 61701

Dear Mr. Owens:

For many years, SHOW BUS has operated as a program under Meadows Mennonite Retirement Community, Inc., a not for profit corporation. Since SHOW BUS has continued to expand services over the years, it now appears to be in the best interests of the program, Meadows Mennonite Retirement Community and the populations they serve for SHOW BUS to become a separate entity.

Therefore, as of July 1, 2009, Meadows Mennonite Retirement Community, d/b/a SHOW BUS

will become SHOW BUS Public Transportation NFP.

If acceptable to all parties, the current Intergovernmental Agreement to Provide for Public Transportation in DeWitt, Ford, Iroquois, Livingston and McLean Counties will need to be amended to reflect the name change of the service provider.

I am attaching a copy of the current agreement, the two previous addenda allowing for application for funding through the Downstate Operating Assistance Program and adding DeWitt County and a sample addendum changing the name of the service provider.

I will attend any meetings and hearings you deem appropriate to discuss the new amendment, and I will arrange for delivery of the original amendment for signatures as appropriate.

Thank you so much for your ongoing support of rural public transportation, and please telephone me if you have any questions or concerns.

Sincerely,

Laura Dick

cc: McLean County Building and Zoning Dept.

SHOW BUS does not discriminate in admission to programs or treatment of employment in programs in compliance with the Illinois Human Rights Act, the U.S. Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, and the U.S. and Illinois Constitutions. If you feel you have been discriminated against, you have a right to file a complaint. For information, contact Laura Dick, SHOW BUS Director at 309-747-2454.

AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE FOR PUBLIC TRANSPORTATION IN DEWITT, FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

- 1. That since the service provider currently named as Meadows Mennonite Retirement Community, a not-for-profit corporation d/b/a SHOW BUS, will become (effective July 1, 2009) a not-for-profit corporation SHOW BUS Public Transportation NFP that the above named Participants amend the Intergovernmental Agreement to reflect this change in the name of the service provider.
- 2. That only one original copy of this Amendment shall be signed and executed by the Participants and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the	day of	·	, 2009
	ATTEST:		•
Ford County Board Chair			
APPROVED by the Iroquois County Board on the		_day of	, 2009
	ATTEST:		
Iroquois County Board Chair	Date:_		
APPROVED by the Livingston County Board on the	ie	_day of	, 2009
	ATTEST:		
Livingston County Board Chair			
APPROVED by the McLean County Board on the		_day of	, 2009
	ATTEST:		
McLean County Board Chair	Date:_		
APPROVED by the DeWitt County Board on the _	day of		, 2009
<u> </u>	ATTEST:		
DeWitt County Board Chair	Date:		

AN INTERGOVERNMENTAL AGREEMENT

TO PROVIDE FOR PUBLIC TRANSPORTATION

IN-FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

This Agreement is entered into by and between Ford, Iroquois, Livingston and McLean Counties (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, the provision of public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, it is the mutual desire of the Participants that McLean County be designated as the "Primary Participant"

- 1. That application be made by McLean County, the Primary Participant, to the Division of Public Transportation, Department of Transportation, State of Illinois, for financial assistance grants under Section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the Participants.
- 2. That the McLean County Board Chairman, is hereby authorized and directed to execute and file on behalf of the Participants the grant applications named above.
- 3. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants all required Grant Agreements with the Illinois Department of Transportation.
- 4. That it shall be the responsibility of the Primary Participant to receive all Section 5311 funds from the Illinois Department of Transportation and disburse them to Meadows Mennonite Retirement Community, a not-for-profit corporation d/b/a SHOW BUS, the service provider under the terms and conditions of the agreement.
- 5. That the delivery of services by the service provider will be made in accordance with agreements entered into by the service provider and the Primary Participant.
- 6. That any revisions to this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

- 7. That this Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations or court action, or when Participants agree that a new Agreement would meet their particular needs.
- 8. That this Agreement is binding upon the Participants, their successors and assigns.
- 9. That if any section, sentence, clause, phrase or portion of this intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
- 10. That this Agreement will be ongoing unless a Participant chooses to withdraw from the Agreement.
- 11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

APPROVED by the Ford County Board of Ford County Board Chairman	ATTEST: March, 1996 Date March 12, 1996
APPROVED by the Iroquois County Board Iroquois County Board Chairman	nd on the 12th day of March, 1996 ATTEST: John M. Kuul Date March 12, 1996
APPROVED by the Livingston County Bound Chairman	pard on the 12th day of March, 1996 ATTEST: (mold 5. happe) Date March 14, 1998
APPROVED by the McLean County Board McLean County Board Chairman	Date MARCH 1996

AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE FOR PUBLIC TRANSPORTATION IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

- 1. That funding through the Downstate Operating Assistance Program be sought by McLean County, the Primary Participant, through an appropriation secured and approved by the General Assembly and that any/all applications and verifications deemed necessary by the Illinois Department of Transportation will be submitted in order to access such funds.
- 2. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the participants the above described documentation.
- 3. That all provisions for receipt and disbursement of such funds and for the delivery of the resultant services will follow in accordance with the Intergovernmental Agreement for which this serves as an Amendment.
- 4. That only one original copy of this Amendment shall be signed and executed by Participants and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Fort-Sounty Board on the 12+1 day of February, 20 07
Ford County Board Chair ATTEST: Spirita Tellerlass.
Date: Fe bruar y 12, 2007
APPROVED by the Iroquois County Board on the 13th day of bowaw 2007
Worold Schweder ATTEST: Mark RHemin
Iroquois County Board Chair Date: February 13, 2007
APPROVED by the Livingston County Board on the 15 day of Feb 2001
Sur Hoth ATTEST: Kisty a. Masching
Livingston County Board Chair Date: Feb 16, 2007
APPROVED by the McLean County Board on the 20th day of Feb, 2006
ATTEST: AMARKAULTA
McLean County Board Chair Date: 44 21, 2006

AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE FOR PUBLIC TRANSPORTATION IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

- 1. That since DeWitt County also has stipulated that public transit service is essential to the transportation of persons in non-urbanized areas and wishes to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof, that the above named Participants amend the Intergovernmental Agreement to include DeWitt County as a Participant, bound by conditions in the Agreement and all Amendments to the Agreement.
- 2. That all future Amendments shall list the Participants as: DeWitt, Ford, Iroquois, Livingston and McLean Counties.
- 3. That only one original copy of this Amendment shall be signed and executed by the original Participants and DeWitt County and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Iroquois County Board on the Sth day of Jun 2008 Romald Almeda By Jab ATTEST: Make R June 12008 Iroquois County Board Chair Date: APPROVED by the Livingston County Board on the 17th day of January 2008
Romald Adviseda. By J. W. ATTEST: Mark R. H. Iroquois County Board Chair Date: APPROVED by the Livingston County Board on the
APPROVED by the Livingston County Board on the
APPROVED by the Livingston County Board on the 17th day of January 20 08
1) · 1 · 1 · 1 · 1
ATTEST: Kusty (1. Masching
Livingston County Board Chair Date: 01-17-08
APPROVED by the McLean County Board on the 18+1 day of December 2007
McLean County Board Chair ATTEST: SMAN MULTAN
Date:
APPROVED by the DeWitt County Board on the 24 day of 2008
DeWitt County Board Chair ATTEST: Jame Usher

A RESOLUTION OF THE McLEAN COUNTY BOARD SETTING FORTH SPECIFIC RECOMMENDATIONS FOR THE FISCAL YEAR 2009 GENERAL FUND ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, pursuant to Chapter 55, *Illinois Compiled Statutes* (2006), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009, and has further listed and specified the several detailed statements of budgeted itemized County expenditures; and

WHEREAS, reductions in revenue received from the State of Illinois for sales and use tax, income tax and personal property tax replacement have caused Fiscal Year 2009 General Fund revenue to decline by \$314,384.00 after the first three months of Fiscal Year 2009; and

WHEREAS, it is necessary and prudent to set forth specific recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget Ordinance to reflect these circumstances; now, therefore,

- **BE IT RESOLVED** by the McLean County Board, now meeting in regular session that the following recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget are hereby approved and adopted:
- (1) The REVISED Fiscal Year 2009 Annual Appropriation and Budget expenditure ceiling for the County offices and departments in the General Fund is hereby set at \$31,884,028.00, as listed on the attached Exhibit #1, which is hereby incorporated and made a part of this Resolution. All Expenditure accounts will be reviewed and all General Fund departments and offices will cooperate with the County Administrator to achieve a targeted spending reduction of at least \$500,000.00.
- (2) For the balance of the fiscal year, all requests to fill Open Positions that become vacant in the County offices and departments in the General Fund shall be reviewed by the County Administrator prior to being filled. The County Administrator will take all necessary steps to manage General Fund salary attrition in order to reach a target savings of \$300,000.00 less than budgeted amounts.
- (3) In order to maintain an adequate Fund Balance, non-essential capital projects that have been encumbered and carried forward from Fiscal Year 2008 will be cancelled and the encumbered funds will be restored to the Fund Balance of the General Fund, except in cases where contractual commitments or emergency needs are deemed by the County Administrator to outweigh the benefits of reversing such encumbrances. The County Administrator will target \$300,000.00 in restorations to the Fund Balance.
- (4) General Fund Revenue accounts will be reviewed in light of current economic circumstances, and reduced or increased as appropriate. The County Administrator will identify \$150,000.00 in specific General Fund revenue increases.

- (5) County offices and departments in the General Fund are hereby directed to prepare REVISED Fiscal Year 2009 departmental budgets in accordance with the provisions of this Resolution and to submit this REVISED Fiscal Year 2009 departmental budget to the County Administrator's Office on or before April 30, 2009.
- (6) The County Administrator is hereby directed to prepare an AMENDED Fiscal Year 2009 Annual Appropriation and Budget Ordinance for the General Fund for presentation and review by the Finance Committee and Executive Committee during the monthly Committee meeting cycle in May, 2009.
- (7) The County Clerk is hereby directed to forward a certified copy of this Resolution to the County Auditor, County Treasurer, and County Administrator.

ADOPTED by the County Board of the County of McLean, Illinois, this 21 st day of April, 2009.

Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois Matt Sorensen, Chairman McLean County Board

ADOPTED:

e:john\res_budget-fy2009amend_rev040209.cbd

ATTEST: