



EXECUTIVE COMMITTEE AGENDA  
Room 400, Government Center

**Tuesday, June 12, 2007**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – May 8, 2007  
April 17, 2007 (Stand-Up)
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:

- A. Executive Committee – Chairman Sweeney
  - 1) Items to be Presented for Committee Action:

- a) REAPPOINTMENTS:

**CROPSEY STREET LIGHT DISTRICT**

Mr. Mark Hall  
120 Belle Prairie St.  
Cropsey, IL 61731  
(Three-year term to expire on June 30, 2010)

**BOARD FOR CARE & TREATMENT OF PESONS WITH  
DEVELOPMENTAL DISABILITIES (377 BOARD)**

Ms. Corliss Tello  
10140 Old Sawmill Road  
Bloomington, IL 61704  
(Three-year term to expire on June 30, 2010)

**McLEAN COUNTY BOARD OF HEALTH**

Ms. Rebecca Sue Powell  
21 Bent Tree Lane  
Towanda, IL 61776  
(Three-year term to expire on June 30, 2010)

**T.B. CARE AND TREATMENT BOARD**

Ms. Rebecca Sue Powell  
21 Bent Tree Lane  
Towanda, IL 61776  
(Three-year term to expire on June 30, 2010)

**ZONING BOARD OF APPEALS**

Ms. Sally Rudolph  
1918 Owens Drive  
Bloomington, IL 61701  
(Five-year term to expire on January 1, 2012)

b) APPOINTMENTS:

**CLEARVIEW SANITARY DISTRICT**

Pamela L. Augstin  
101 Margaret Street  
Bloomington, IL 61704  
(Three-year term to expire on May 3, 2010)

**CLEARVIEW SANITARY DISTRICT**

Michael S. Rosenau  
3013 Robert St.  
Bloomington, IL 61704  
(To complete a Three-year term to expire on May 5, 2008)

**McLEAN COUNTY BOARD OF HEALTH**

Stephen C Pilcher, MD, FAAFP  
25262 Arrowhead Lane  
Hudson, IL 61748  
(Three-year term to expire on June 30, 2010)

**T.B. CARE AND TREATMENT BOARD**

Stephen C Pilcher, MD, FAAFP  
25262 Arrowhead Lane  
Hudson, IL 61748  
(Three-year term to expire on June 30, 2010)

c) RESIGNATIONS:

**McLEAN COUNTY BOARD OF HEALTH**

Jay Willey, M.D.  
2406 East Washington Street  
Bloomington, IL 61701

**T.B. CARE AND TREATMENT BOARD**

Jay Willey, M.D.  
2406 East Washington Street  
Bloomington, IL 61701

- d) Request Approval of a Resolution of the McLean County Board in Connection with the Village of Downs Tax Increment Finance District and an Extension of Downs Crossing Redevelopment Project Area (TIF #2) 1-2
- e) Request Approval to Display County Logo on CAEPV (Corporate Alliance to End Partner Violence) Website – Risk Management 3-5
- f) Request Approval of Centranet Renewal with Verizon – Information Services 6-9
- g) Request Approval to Purchase Storage Area Network Device from GSA Contract – Information Services 10-12
- h) Request Approval to Purchase Intrusion Prevention System under GSA Contract – Information Services 13-15
- i) EXECUTIVE SESSION: Review of the Closed Minutes
- 2) Items to be Presented to the Board:
- a) Information Services Status Report 16
- b) Interim Report of the Abraham Lincoln Bicentennial Commission of McLean County (ALBC) 17-23
- c) General Report
- d) Other

B. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented to the Board:
- a) Request Approval of a Resolution and Letting Results from May 30, 2007, Non-MFT County Maintenance Section
- b) Request Approval of K & R Gravel Road Use Agreement (CH 15)
- c) Request Approval of Sport Redi Mix Road Use Agreement (CH 15)
- d) Request Approval of Sprint Right-of-way Permit Agreement

- e) General Report
- f) Other

C. Finance Committee – Chairman Sorensen

1) Items to be Presented to the Board:

- a) Request Approval of Issuance of Tax-Exempt Bond by McLean County for the Bloomington-Normal YMCA – County Administrator’s Office 24-30
- b) Request Approval of a Resolution of the McLean County Board Amending the FY’2007 Funded Full-Time Equivalent Positions Resolution General Fund 0001, State’s Attorneys Office 31-32
- c) Request Approval of a Resolution Authorizing the Emergency Telephone Systems Board and the Metro McLean County Centralized Communications Center to Offer a Salary Above the Starting Maximum Salary under the Personnel Ordinance and Policy – County Administrator’s Office 33-34
- d) Request Approval of Precinct Splits and Restructuring – County Clerk’s Office
- e) Request Approval of CDAP Revolving Loan Application for DESTIHL, LLC 35-37
- f) Request Approval of Agreement between McLean County Board and Laborers’ International Union of North America Local #362
- g) General Report
- h) Other

D. Justice Committee – Chairman Renner

1) Items to be Presented to the Board:

- (All of the following items will be presented at a Stand-up Committee meeting prior to the June 19<sup>th</sup> Board Meeting)*
- a) Request Approval of Renewal of Child Support Enforcement Grant – Circuit Court 38
  - b) Request Approval of Intergovernmental Agreement between McLean County State’s Attorney and the Illinois Department of Healthcare and Family Services – Agreement No. 2008-55-013-K1K – State’s Attorneys Office 39-60
  - c) Request Approval of Renewal of Grant Received from the Illinois Criminal Justice Information Authority – CAC Services Program – Children’s Advocacy Center 61
  - d) General Report
  - e) Other

E. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request Approval of Application for a Vacation Plat for a part of the Front Building Setback Area of Lot 3 Flying “W” Estates Subdivision, which is located in Empire Township at 5 Pinto Dr., LeRoy, File No. S-07-10
- b) Request Approval of Application for a Vacation Plat for a part of the front Building Setback Area of Lot 8 Kickapoo Meadows Subdivision, which is located in Randolph Township at 3311 Country Meadow Lane, Heyworth, File no. S-07-09
- c) Request Approval of Application for a Vacation Plat for a part of a Drain Tile Easement Area of Lot 25 in Sherwood Subdivision, which is located In Old Town Township at 9506 Abby Way, Downs, File No. S-07-10
- d) General Report
- e) Other

F. Property Committee – Chairman Bostic

1) Items to be Presented for Committee Action:

- a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance – Old County Courthouse Renovation Project – County Administrator’s Office

62-65

2) Items to be Presented to the Board:

- a) Request Approval of a 2-year Lease Agreement with Cross Implement for a single Tractor/Endloader and a 2-year Lease Agreement with Martin Bros. Implement, Inc. for a Single Tractor/Endloader – Parks and Recreation
- b) Request Approval of VanGuard Energy Services Natural Gas Supply Contract for McLean County Facilities for September 2007 – August 2009 – Facilities Management
- c) Request Approval of Wiss, Janney, Elstner Associates, Inc. Contract for Developing Construction Bid Documents and Construction Management Services for Exterior Repairs to The Old McLean County Courthouse (Museum Of History) – Facilities Management
- d) General Report
- e) Other

G. Report of the County Administrator

1) Items to be Presented for Committee Action:

a) EXECUTIVE SESSION: Annual Performance Review of  
County Administrator

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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**A RESOLUTION OF THE McLEAN COUNTY BOARD  
IN CONNECTION WITH THE VILLAGE OF DOWNS  
TAX INCREMENT FINANCE DISTRICT AND AN  
EXTENSION OF DOWNS CROSSING REDEVELOPMENT PROJECT AREA (TIF #2)**

**WHEREAS**, under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the "TIF Act") the Village of Downs, Illinois on September 9, 1999 adopted a series of ordinances adopting and approving the Downs Crossing Redevelopment Project Area (TIF #2) (the "Redevelopment Project Area") and the related redevelopment plan (the "Redevelopment Plan"), designated the Downs Crossing Redevelopment Project Area (the "Redevelopment Project Area") and adopted tax increment finance ("TIF") to effect the Redevelopment Project and the Redevelopment Plan for the Redevelopment Project Area; and,

**WHEREAS**, the Village has, and reasonably expects to have, private sector proposals for private development and redevelopment within the Redevelopment Project Area and finds that it is desirable and in the Village's best interest to have the ability to offer developers and redevelopers more time than is presently available in the life of the Redevelopment Project Area to recover qualifying redevelopment project costs; and,

**WHEREAS**, the Village has requested that the McLean County Board support the Village's request for a nine-year extension in the life of the Village's Downs Crossing Redevelopment Project Area (TIF #2);

**NOW, THEREFORE, BE IT ORDAINED BY THE McLEAN COUNTY BOARD**, as follows:

**Section 1. Requests.** The McLean County Board hereby supports the request of the Village of Downs, Illinois, that the General Assembly legislate, and the Governor approve, an approximate nine-year extension from 23 years to 32 years (through the year 2031) in the life of the Downs Crossing Redevelopment Project Area (TIF #2).

**Section 2. Assistance.** The McLean County Board hereby requests that the members of the General Assembly representing the Village support legislation to effect such an extension.

**Section 3. Certification.** The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Mayor of the Village of Downs.

**ADOPTED** by the McLean County Board this 19<sup>th</sup> day of June, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS.

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly elected, qualified, County Clerk of the County of McLean, Illinois (the "County"), and as such official I am the keeper of the records and files of the County and of its Chairman and County Board.

I do further certify the attached resolution constitutes a full, true and correct excerpt from the proceedings of the McLean County Board held on June 19, 2007, insofar as same relates to the adoption of a Resolution.

**A RESOLUTION OF THE McLEAN COUNTY BOARD IN CONNECTION WITH THE VILLAGE OF DOWNS TAX INCREMENT FINANCE DISTRICT AND AN EXTENSION OF DOWNS CROSSING REDEVELOPMENT PROJECT AREA (TIF #2),**

A true, correct and complete copy of which resolution as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such resolution was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the County Board.

I do further certify that the deliberations of the County Board on the adoption of the above resolution were taken openly, that the vote on the adoption of such resolution was taken openly and was preceded by a public recital of the nature of the matter being considered 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 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 Illinois Municipal Code, as amended, and that the County Board has complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County of McLean, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(SEAL)

\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
McLean County, Illinois





**RISK MANAGEMENT OFFICE**

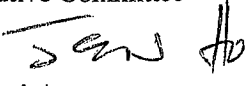
TEL: (309) 888-5940  
104 West Front Street

FAX: (309) 888-5949  
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov  
Bloomington, IL 61702-2400

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Memo to: Michael Sweeney, Chairman  
Members, Executive Committee

From: Jennifer Ho   
c.c.: Bill Yoder, States' Attorney

Date: May 30, 2007

Subject: Request to Display County Logo on CAEPV website

For your consideration, the Corporate Alliance to End Partner Violence (CAEPV) organization has requested the County logo to be displayed on its website as a member organization in support of the efforts to end partner violence in their employees' lives and its intrusion into the workplace. Current member logos displayed on the website include those from American Express, Liz Claiborne, Mid-Community Action, Archer Daniels Midland, State Farm, Altria, & Allstate Insurance Company

Just as McLean County law enforcement and justice departments are committed in efforts to enforce and uphold laws protecting victims of domestic violence, the County's membership in CAEPV is a commitment to reducing domestic violence in its workplace.

Ms. Kimberly Wells, Director of CAEPV has agreed to the terms and conditions for the display of the County logo on its website, which is attached for your information. This request has been reviewed by the County Administrator and the Civil States' Attorney.

Thank you for your consideration.

**PERMISSION TO REPRODUCE CERTAIN IMAGES ON  
AN INTERNET WEB SITE FROM THE  
COUNTY OF McLEAN, ILLINOIS**

Permission is hereby granted by the County of McLean, Illinois, a body politic and corporate (hereinafter "County"), to Corporate Alliance to End Partner Violence (hereinafter "CAEPV"), to reproduce images of the County of McLean's logo and display such images on CAEPV's internet website at: <http://www.caepv.org>

It is mutually agreed that this permission is subject to the following conditions:

1. CAEPV shall be solely responsible for the accurate and tasteful display of said images on its website.
2. CAEPV may display said images on their website with logos of other corporate and government members for the purpose of educating the public and promoting its services to potential members.
3. CAEPV shall indemnify and hold the County harmless from any and all claims arising out of or in any way connected with CAEPV's use of said images under this grant of permission, including but not limited to copyright infringement and/or contributory copyright infringement.
4. The County's grant of permission may be revoked by the County, or its designee, upon seven (7) days written notice to CAEPV.

ENTERED this 23<sup>rd</sup> day of May, 2007.

COUNTY OF McLEAN, ILLINOIS,

ATTEST:

By: \_\_\_\_\_

Michael F. Sweeney, Chairman  
McLean County Board

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

Corporate Alliance to End Partner Violence

By: \_\_\_\_\_

*Kimberly K. Wells for*  
Its Authorized Agent

*Corporate Alliance  
to End Partner  
Violence*



INTERNET SAFETY | EXIT

LEARN ABOUT US | GET INFORMATION | TAKE ACTION | HOME | CONTACT US | SEARCH



# PARTNER VIOLENCE IS NOT JUST A DOMESTIC MATTER....

The Corporate Alliance to End Partner Violence is a national nonprofit organization dedicated to reducing the costs and consequences of partner violence at work - and eliminating it altogether. From policies and programs to legal issues and legislation, CAEPV is a credible source for information, materials and advice.

**Member Center**  
 Enter Member Center Password  
  
  
 Forgot Your Password?



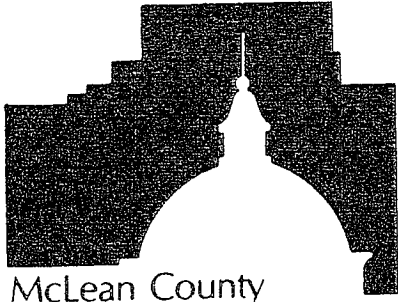
- LEARN ABOUT US**
- Our Purpose
  - Membership Benefits
  - Programs & Initiatives
  - News / Press Releases
  - Our Director
  - Our Members
  - Our Board & Advisors

- GET INFORMATION**
- Facts & Stats
  - Articles & Advice
  - Best Practices
  - Links
  - Books
  - Purchase Materials
  - Upcoming Events

- TAKE ACTION**
- Become A Member
  - Start a Workplace Program
  - Donate Now
  - Get Help in a Crisis

**WHAT'S HAPPENING**

- Liz Claiborne is CAEPV's Member of the Month - Read all about them!



McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 PO. Box 2400 Bloomington, Illinois 61702-2400

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**Request for Approval  
Of Centranet Renewal with Verizon**

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

Please find attached a on year Service Agreement with Verizon. This contract represents a renewal of services already in place for the telephone system used by the County.

The rate of \$10.50 per line MRC (monthly recurring cost) is the same rate the County has been paying this past year and represents no change in cost.

Investigation into alternative phone systems has been undertaken in the past year. This year's budget contains funds intended to develop and RFI and/or RFP in order to solicit proposals for a new phone system.

I'll be happy to answer any questions you may have.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director, Information Services.



**SERVICE AGREEMENT**  
(Intrastate ICB)

Customer Name	McLean County Government, Illinois ("Customer")	Main Billing Tel. No:	309-888-5000
and address:	104 W. Front Street, Bloomington, IL 61701	ICB Case No.	2007-405480

**Services.** Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit and Addenda attached to or made a part hereof.

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

**Tariffs and Limitation of Liability.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:  
MCLEAN COUNTY, ILLINOIS (Customer)

VERIZON BUSINESS NETWORK SERVICES INC., on  
behalf of VERIZON NORTH INC.

By \_\_\_\_\_  
Name/title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name/title \_\_\_\_\_  
Date \_\_\_\_\_



Verizon company name: Verizon North Inc. (referred to in this Exhibit as "Verizon")

State: Illinois

Customer name: McLean County Government (Illinois)

ICB Case No.: 2007-405480

Customer is currently receiving Service under an agreement filed with the Illinois Commerce Commission (Commission) that will expire on August 31, 2007. In order for the Service to continue at the current rates without interruption and to allow time for filing this Agreement with the Commission prior to the expiration date, this Agreement must be fully executed and filed with the Commission no later than August 31, 2007. In order to do so Customer must sign and date this Agreement and return it to Verizon on or before August 2, 2007. If this Agreement is not approved and effective by the expiration date specified herein, the Service must be reverted to tariff rates until such time that this Agreement is approved and effective. The proposed Service arrangement and pricing are available only until August 2, 2007. This Agreement shall not be considered fully executed until signed by both parties.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
Analog CentraNet Service with Feature Package 3000, per line	\$10.50	Per tariff
Proprietary Set Interface, each	\$3.50	Per tariff

The above charges do not include Federal mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

**Minimum Commitment and Shortfall.**

Customer agrees to maintain a minimum of 500 separate analog Service lines at all times during the Service Period defined below. In the event that service level drops below this Minimum Commitment, Termination Charges as defined below shall apply.

2. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be filed with the Illinois Commerce Commission ("Commission") within thirty (30) days of execution and becomes effective upon filing. Customer acknowledges that the Service cannot be provided until this Agreement is filed with the Commission.

3. **Service or Term Period.** Customer shall purchase such Services for a period of twelve (12) consecutive months from the in-service date. The in-service date shall be the date, after the effective date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. **Termination Charges.** If Customer cancels this Agreement in whole or terminates Services below the Minimum Commitment above prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty five percent (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply in the event that termination is the result of Customer purchasing an alternative service for at least the same term remaining under this Agreement and such alternative service is provided by Verizon..

**5. Additional Provisions.**

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service



commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

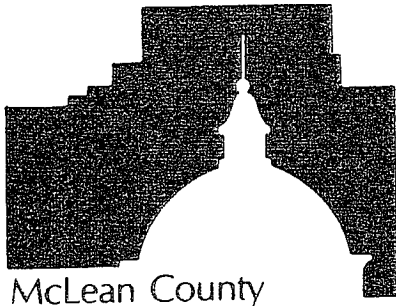
(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. Non Appropriations Clause: In the event that Customer is not appropriated funds, despite taking all necessary steps to secure such funding to continue to purchase the Services under this Agreement, then the Customer will provide Contractor with reasonable advance notice, but not less than thirty (30) business days advance notice, of the need to terminate Services and the Agreement for lack of appropriated funds. Contractor and Customer will work cooperatively to complete the terminations or modifications to the existing service/s in the time frame required by the lack of appropriated funding. In the event of such termination as described in this paragraph, the Customer will be responsible to pay for Services provided up to the date of termination but other early termination charges will not apply except for any unrecovered costs of Contractor remaining as of date of termination. If the Customer fails to take all necessary steps to secure funding or otherwise the Customer terminates the Agreement for non-funding in order to procure the same or comparable services from another service provider, then early termination charges will apply as specified herein. Non-appropriations of funds under this provision does not apply to, or include E-rate Funding. If Customer is appropriated funds to cover the Services so-terminated, Customer will first obtain such Services from Contractor. If the customer is close to exceeding his maximum line growth during the service period, Verizon will allow the contract to be amended to allow for further growth upon receipt of new costs.

**6. Locations.** The Services shall be provided to Customer under the terms hereof at all locations of the Customer which are located within McLean County Illinois and are within Verizon's franchised service area.. Other Customer locations may be added to this Agreement only upon mutual assent of the parties where such service is both technically and commercially available.





**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**Request for Approval  
To Purchase Storage Area Network Device  
Under GSA contract**

May 21, 2007

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase an Equallogic Storage Area Network (SAN) Device under the current GSA contract, number GS-35F-4342D. County purchasing policy states (Chapter 17.59-5) "County departments may participate in inter-governmental purchasing." As a result of the GSA contract, the equipment has already processed through the bidding criteria required by Illinois law.

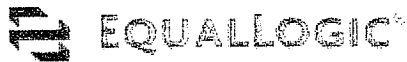
The device will allow McLean County Government to significantly centralize its data storage, improve our data performance, reduce future expenditures in computer servers and is a significant milestone in the further implementation of our business continuity/disaster recovery plan. The specific device is the Equallogic PS400E which houses up to ten (10) terabytes of data. The contract price of \$62,619 includes one year of standard maintenance. Monies have been budgeted within the Fiscal Year 2007 budget for this purchase.

I respectfully request approval for the purchase of the Equallogic SAN device under the GSA contract provisions. I've attached a 2 page product description for your review.

Respectfully submitted,

Craig Nelson  
Director  
McLean County Information Services



[CLICK TO PRINT](#)

## EqualLogic PS Series Architecture

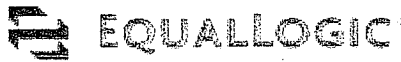
EqualLogic Solutions deliver the benefits of consolidated networked storage in a self-managing, iSCSI storage area network that is affordable and easy to use, regardless of scale. By eliminating complex tasks and enabling fast and flexible storage provisioning, EqualLogic solutions dramatically reduce the costs of storage acquisition and ongoing operations.

Patented page-based volume management enables automatic movement of data while it is in use. This technology provides the foundation for online expansion, automatic configuration and load balancing, performance optimization, and advanced software functionalities – all with continuous access to data. That means no downtime for increasing capacity, moving data between storage tiers, or load balancing storage, and most management tasks are handled by the array, not the administrator. As a result, EqualLogic makes enterprise-class shared-block storage practical for all servers and applications.

- **Unique Peer Storage Architecture.** With EqualLogic's patented peer storage architecture, "peer" means collaboration and equal partnership in a single, simple architecture where components and arrays work together to share resources, distribute loads, and collaborate for maximum performance, total data protection, and seamless scaling. This architecture enables the array to perform numerous functions that eliminate complexity. These include:
  - *Peer deployment*, which enables PS Series arrays to be fully functioning 20 minutes after opening the box.
  - *Peer control*, which enables the array to continuously monitor resources and automatically manage configuration, load-balancing, capacity expansion, storage pools and tiers, volume snapshots, and replication.
  - *Peer provisioning*, for online, on-demand capacity expansion without disruption, including dynamic allocation of disk space, connectivity, security, and performance for every application.
  - *Peer protection*, which delivers comprehensive system monitoring, proactive disk drive scanning, group event notifications, multipathing, instant recovery, and disaster protection.
- **Modular Design and Enterprise Reliability.** With the modular design of the EqualLogic PS series, you can buy only the amount of storage you need today and seamlessly scale in the future without disrupting business operations. Enterprise reliability features include fault tolerance; fully redundant, hot-swappable components (including disks, controllers, network interfaces, power supplies, and cooling fans); self-tuning, battery-backed, mirrored controller caches; hot sparing; support for RAID 5/10/50; and 99.999% availability.
- **Standards-Based Design Means Savings and Full Compatibility.** EqualLogic solutions leverage both the cost advantages and management simplicity of Ethernet technology. PS Series arrays use industry-standard protocols, disk drives, and network interfaces to provide low connection costs and high performance access to data. In addition, EqualLogic solutions support all leading operating systems and host applications, eliminating application incompatibility problems.

With its unique peer storage architecture, EqualLogic's PS Series delivers high performance and availability in a flexible environment with low cost of ownership. Whether you are seeking to consolidate storage, migrate from DAS or NAS, streamline data protection, or expand capacity, the PS Series of proven, self-managing storage arrays will meet the demanding requirements of your business-critical environment.

CLOSE THIS WINDOW

[CLICK TO PRINT](#)

## PS400E

EqualLogic offers solutions to meet every need. The PS400E delivers maximum capacity and optimal performance with 750GB SATA drives.

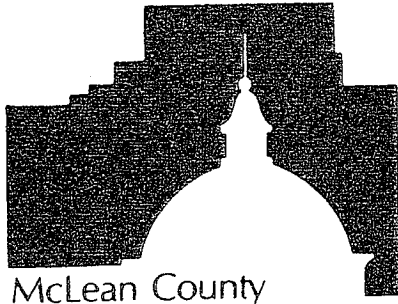
A fully configured chassis delivers a 10.5 TB iSCSI SAN, built on fully redundant, hot-swappable enterprise hardware. Like all PS Series arrays, the PS400E is managed in real time by intelligent, automated load balancing software, runs on redundant dual core RISC processors, and takes about 20 minutes to unpack and setup.

For your high capacity applications, the PS400E offers you advantages: a proven storage solution that features built-in advanced functionality, superior performance, and complete protection. Self-managing and expandable online, the PS400E maintains 99.999% application and data availability.

### PS400E Highlights:

- Dual controller modules, each with 64-bit dual core RISC processor
- Battery-backed and mirrored RAID cache
- Auto-configured RAID 50 and RAID 10 with hot sparing
- Highly flexible, space-efficient
- Auto-capable volume replication
- Complete storage solution with heterogeneous OS support
- Automatic load balancing
- Scales without service disruption
- Fully interoperable with the entire PS Series product line
- 10.5 TB of raw capacity
- 60,000 IOPS and 300 MB/sec
- EqualLogic Multi-path I/O

[CLOSE THIS WINDOW](#)



**INFORMATION SERVICES**

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115 E. Washington, Room 202 PO. Box 2400 Bloomington, Illinois 61702-2400

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**Request for Approval  
To Purchase Intrusion Prevention System  
Under GSA contract**

June 6, 2007

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase a Tipping Point Intrusion Prevention System Device With three years maintenance under GSA contract number GS-35F-0414K. County purchasing policy states (Chapter 17.59-5) "County departments may participate in inter-governmental purchasing." As a result of the GSA contract, the equipment has already processed through the bidding criteria required by Illinois law.

The device will allow McLean County Government to significantly improve the security of its data and this device will work to detect and prevent intrusion from unauthorized entities.

This model is the Tipping Point 600E Copper based system,. The contract price of \$38,416.24 includes three years of maintenance. Sufficient monies have been budgeted within the Fiscal Year 2007 budget for this purchase.

I respectfully request approval for the purchase of the Tipping Point 600E device under the GSA contract provisions. I've attached a 2 page product description for your review.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director  
McLean County Information Services

## TippingPoint Intrusion Prevention Systems

### DATA SHEET



### The Platform For Unrivaled Security and Performance

Protection has never been more powerful. TippingPoint is the industry's leading Intrusion Prevention System (IPS), unrivaled in security, performance, high availability and ease-of-use. As the only Intrusion Prevention System to receive the NSS Gold Award and to be certified as the first multi-gigabit Network IPS by ICSA Labs, among many other awards, TippingPoint is the defining benchmark for network-based intrusion prevention.

#### Switch-Like Performance

- Multi-Gigabit Per Second Attack Filtering
  - TippingPoint X505 (50 Mbps IPS/VPN/FW)
  - TippingPoint X506 (50 Mbps IPS/100 Mbps VPN/100 Mbps FW)
  - TippingPoint 50\* (50 Mbps)
  - TippingPoint 200 (200 Mbps)
  - TippingPoint 200E (200 Mbps)
  - TippingPoint 600E (600 Mbps)
  - TippingPoint 1200E (1.2 Gbps)
  - TippingPoint 2400E (2.0 Gbps)
  - TippingPoint 5000E (5.0 Gbps)
- Latency < 84 μsec
- Real-World TCP/UDP Traffic Mix
- Two Million+ Simultaneous Sessions TCP/UDP/ICMP
- 1,000,000+ Connections Per Second

#### Comprehensive Threat Protection

- VoIP
- OS Vulnerabilities
- Spyware
- Quarantine
- Phishing
- DDos
- Viruses
- Worms
- P2P
- ZDI

#### Client and Server Protection

- Prevent Attacks on Vulnerable Applications and Operating Systems
- Eliminate Costly Ad-Hoc Patching
- Multiple Filtering Methods

#### Network Infrastructure Protection

- Protect Cisco IOS, DNS and Other Infrastructure
- Protect Against Traffic Anomaly, DDos, SYN Floods, Process Table Floods
- Access Control Lists

#### Traffic Normalization

- Increase Network Bandwidth and Router Performance
- Normalize Invalid Network Traffic
- Optimize Network Performance

#### Application Performance Protection

- Increase Bandwidth and Server Capacity
- Rate-Limit or Block Unwanted Traffic
  - Peer-to-Peer/Instant Messaging
- Guarantee Bandwidth for Critical Applications

#### Digital Vaccine® Real-Time Inoculation

- World-Renowned Security Research Team
- Protection Against Zero-Day Attacks
- Automatic Distribution of Latest Filters

#### Security Management System

- Manage Multiple TippingPoint Systems
- At-A-Glance Dashboard
- Automatic Reporting
- Device Configuration and Monitoring
- Advanced Policy Definition and Forensic Analysis

#### High Availability and Stateful Network Redundancy

- Dual-Power Supplies
- Layer 2 Fallback
- Active-Active or Active-Passive Stateful Redundancy (IPS and SMS)
- Zero-Power High Availability

### Proactive Network Security

Intrusion Detection Systems, by definition, only detect and do not block unwanted traffic. The TippingPoint IPS operates in-line in the network, blocking malicious and unwanted traffic, while allowing good traffic to pass unimpeded. In fact, TippingPoint optimizes the performance of good traffic by continually cleansing the network and prioritizing applications that are mission critical. TippingPoint's high performance and extraordinary intrusion prevention accuracy have redefined network security, and fundamentally changed the way people protect their organization.

No longer is it necessary to clean up after cyber attacks have compromised your servers and workstations. No more ad-hoc and emergency patching. No more out of control, rogue applications like Peer-to-Peer and Instant Messaging running rampant throughout the network. Denial-of-Service attacks that choke Internet connections or crash mission critical applications are a thing of the past.

TippingPoint solutions continuously decrease IT security cost by eliminating ad-hoc patching and alert response, and continuously increase IT productivity and profitability through bandwidth savings and protection of critical applications.

### Unparalleled Performance

TippingPoint has the best performing products in the industry. Blocking cyber-attacks at multi-gigabit speeds with extremely low latency requires purpose-built

"TippingPoint is a visionary in the intrusion prevention market."

— Eric Ogren, Yankee Group

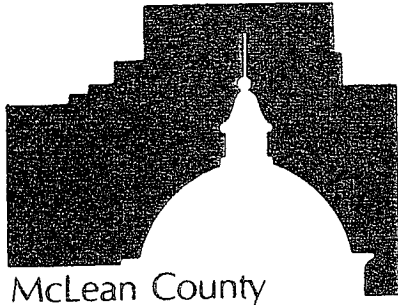
hardware, and only TippingPoint has taken such a revolutionary architectural approach needed for true Intrusion Prevention. Traditional software and appliance solutions operate on general-purpose hardware and processors and are simply unable to perform without degrading network performance. Through rigorous third-party testing, TippingPoint has demonstrated Intrusion Prevention at multi-gigabit speeds, with extraordinary attack prevention accuracy. TippingPoint is proven in the industry as the most secure, highest performing platform for Intrusion Prevention.

"The TippingPoint IPS is the best security solution I have come across. Its performance has been nothing short of amazing. The solution more than paid for itself within the first year. It's simple to deploy and manage because it can interoperate with all kinds of hardware."

— Richard Cross, Information Security Officer,

Toyota Motor Europe





McLean County

**INFORMATION SERVICES**

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115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**Information Services Status Report  
June 12, 2007**

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

Following is a brief summary of issues addressed by Information Services since my last report in May.

**General Administration:**

- Reviewed needs for continuing remodeling at LNJ.
- Represented McLean County on Digital Advisory Committee.
- Submitted NACO survey of website capabilities.
- Coordinate new copier deliveries.
- Met with many Department officials to begin development of FY 2008 budget.
- Obtained demo Mobile Data computing solution for Squad Cars.

**Hardware/Network**

- Continued deployment of new PCs.
- Equipped additional specific LNJ network closets with new switches.
- Implemented additional virtual servers.

**Programming/Database/Web**

- Continued improving internally developed reports and forms for IJIS project.
- Reviewed Child Support data extract files from contract.
- Continued to investigate programming for Blackberry services.
- Began converting legacy as/400 tapes.
- Continued development of Office 2007, Windows Vista, Exchange 2007 and training.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director of McLean County Information Services

## **Interim Report of the Abraham Lincoln (A.L.) Bicentennial Commission of McLean County (ALBC)**

The attached membership list indicates the diversity, experience, and expertise of McLean County citizens working on this project. Bob Lenz provides strong, competent chairmanship. A preliminary budget is being completed.

### Activities to date:

1) Committee to develop and produce a stage play(s): Chair: Dan Leifel. The theme is to address the relationship of A.L. and McLean County. Local scholars and playwrights submitted proposals and were invited to present to the full ALBC. A final recommendation is pending. The BCPA has been asked to reserve preferred dates for the performance(s). It is thought these plays could also become videos for use in the museum, schools and other educational venues.

2) Committee to develop and produce a traveling panel-board exhibit highlighting the role of the 8th judicial circuit in the life of A.L. Chair: Greg Koos. Co-curators: Guy Fraker and Stewart Winger. To accommodate the 14 counties in a timely manner, 4 exhibits are proposed. One would be displayed at the David Davis Mansion (DDM). The other 3 would travel. Host counties comprising the 8th judicial circuit may choose to supplement the exhibit with local materials. There may need to be a fee to those counties who elect to display this exhibit. An example might be the 'Lost Speech' given in Major's Hall in McLean County. This is such a signature event it needs emphasizing.

3) Members will play an advisory role should the McLean County history museum develop a permanent exhibit on the life of A.L. in McLean County.

4) Committee on A.L. and slavery/racism. Chair: Roger Bridges. This group will be working with already established local reading groups to recommend appropriate readings, discussing the Emancipation Proclamation and its significance and encouraging the countywide study of A.L. and slavery. A reading list has been developed. Visiting scholars may be invited to initiate and support this project. Lincoln and Frederick Douglass impersonators may be invited. The committee will encourage churches and other groups in the singing of spirituals and African-American songs and in the telling of ante-bellum as well as civil rights stories. Wide public participation is a goal.

5) Collaborate with the David Davis Mansion (DDM) staff to highlight the unique role of Davis in the life of A.L. Chair: Marcia Young. The Mansion and the family who built and occupied it provide McLean County with a unique opportunity to emphasize just how important they and this county were to A.L. As a state historic site they are well known. The Davis papers are a rich resource of the political, cultural, and legal environment Lincoln visited here. A permanent A.L. exhibit is planned.

6) The ALBC is grateful to McLean County for access to its website and plans an extensive interconnectivity with local, regional and national users to coordinate calendars of events and the many tourism opportunities the Bicentennial provides. Visit [McLincoln.org](http://McLincoln.org)

7) The CVB has generously offered its many resources to the ALBC. We will work extensively with them to market activities. The above events will be listed in brochures accompanied with maps. This material will also be available on the website. Tours (including guides), media ads on radio, TV, and trade magazines are planned. Al Jarand has made an appeal to ALBC to serve as a resource for his intended RFD series on A.L. A speaker's bureau made up of local and invited experts will be available to interested groups. Anyone with an interest is invited to access the website for instructions on the application process.

8) Committee to investigate obtaining a permanent sculpture of A.L. and possibly other McLean County notable peers; Consultation from local artists will be sought.

9) Note and support the many McLean County residents already serving on state and federal programs. Ed Carroll is one of 3 Vice-chairs of the Il. Bicentennial Committee and serves as chair of the grants committee. Bob Lenz and Guy Fraker serve on the board of the A.L. Association. Roger Bridges and Bob Epley are past-presidents of the ALA. Guy is serving on an advisory committee to the National Bicentennial Commission. We are fortunate to have Marcia Young as site manager of the DDM. She is widely recognized for her academic expertise and enthusiasm in that role. She and Bob Lenz serve on the Looking For Lincoln board. Stewart Winger, Roger Bridges, and Guy Fraker are working with ISU's Milner Library on its NEH sponsored exhibit, "Forever Free: Lincoln's Journey to Emancipation"

10) ALBC will serve as a resource to the many other university, school, organization and club events honoring A.L. who enlist our support.

11) ALBC will develop a budget and periodically report to the officials of Bloomington, Normal, and McLean County. We will be prioritizing our projects and applying for various appropriate financial grants.



**ABRAHAM LINCOLN BICENNENTIAL COMMISSION OF  
MCLEAN COUNTY  
MEMBERSHIP-REVISED 03-12-07**

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**OFFICE OF THE ADMINISTRATOR**

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115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

May 31, 2007

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: Request Received from the Bloomington-Normal YMCA: Issuance of Tax-Exempt Bonds by McLean County

The Bloomington-Normal YMCA is planning to construct a new 62,500 square foot facility on 6 acres of property on Ireland Grove Road near the Links at Ireland Grove Development, the P.O.N.Y. Baseball complex and the Prairie City Soccer League fields. The YMCA and First Midstate, the YMCA's financial advisor, have asked to use the County's tax-exempt borrowing authority to issue up to \$10 million in tax-exempt bonds for this project.

Under the terms of the proposed financing, the County would be acting as a "conduit" to provide the YMCA access to tax-exempt financing. The County would not be responsible in any way for repayment of the debt service on the bonds. Issuance of the tax-exempt bonds for the YMCA would not affect the County's credit rating. Issuance of the tax-exempt bonds for the YMCA would not exceed the County's statutory legal debt limit of \$80,004,507.00. The only risk for the County is the \$10 million annual limitation on the issuance of tax-exempt, bank qualified bonds. Under current federal law, the County may not issue more than \$10 million in tax-exempt, bank qualified bonds in a calendar year.

First Midstate is proposing a negotiated sale of the \$10 million tax-exempt bond issue. Local banks in the community have agreed to purchase 100% of the bonds issued for the YMCA. Since this would be a negotiated sale with these banks, it is very unlikely that these bonds would be sold in the retail market or actively traded among institutional buyers. The proposed buyers are "knowledgeable investors" who understand the underlying risk associated with this proposed financing.

For your information and review, enclosed please find information prepared by the YMCA on the proposed new facility and information prepared by Mr. Paul Brown, President and CEO, First Midstate, on the tax-exempt financing. Representatives from

The Honorable Chairman and Members of the Finance Committee  
May 31, 2007  
Page Two

the YMCA and Mr. Brown will be present at the Committee meeting to answer any questions that you may have concerning plans for the new facility and the proposed tax-exempt financing.

Thank you.

May 31, 2007

Mr. Matt Sorensen  
Chairman  
Finance Committee  
McLean County Board  
115 E. Washington Street  
Bloomington, IL 61701

Dear Matt,

I have been assisting the Bloomington-Normal Y.M.C.A. strategize their options to finance construction of a new facility on the southeast side of Bloomington.

As a 501(c)3 entity they can borrow by issuing Federally tax-exempt Bonds through a State agency or local unit of government including McLean County.

The Y.M.C.A. is considering an issue of approximately \$10,000,000 which would be purchased by a consortium of local financial institutions. Using tax-exempt Bonds will potentially save the Y.M.C.A. over \$1,000,000 in interest expense.

McLean County has never done this type of financing before for a 501(c)3 entity as far as I can remember. I'm not sure whether or not the County has ever decided not to do a financing of this type. It was discussed with Cornerstone Christian Academy for their new facility east of Bloomington.

Chapman and Cutler, Bond Attorneys, say there is a statutory requirement of some increased employment for the 501(c)3 entity, usually one full-time job. There shouldn't be any credit limitations.

The primary constraint on the County should it agree to facilitate this financing would be usage of the County's maximum annual \$10,000,000 Bank qualified allowance.

This issue should not affect the County's Credit Rating since payments are solely the responsibility of the Y.M.C.A. The Bonds will have the County's name on them, but the financial markets understand that the County is only acting as a conduit.

Bond insurance or a letter of credit from a bank are sometimes used on projects like this. The contemplation here would be to accomplish this financing as a Private Placement with a few sophisticated investors (financial institutions).



The Y.M.C.A. will be expected to fully indemnify the County in the Loan Agreement and Bond Purchase Agreement against any actions that might be brought against it.

Hopefully this answers some of your key questions regarding this project. The Y.M.C.A. and myself will be happy to attend any meeting(s) of the Finance Committee and Board to further discuss this.

Thank you for your consideration of this project.

Very truly,

FIRST MIDSTATE INCORPORATED



Paul D. Brown  
President

PDB/nb



## The Bloomington-Normal YMCA: "Building for YOUR Family"

### THE PROJECT

A capital campaign in the range of \$10 million to create a new Family Y for McLean County

### WHAT: THE HIGHLIGHTS

- 62,500 square feet on 6 acres (1/2 again larger than our current Y)
- Just off East Ireland Grove Road south of the airport near growing population centers
- 2 Pools: One cool-water pool for lap swimmers & competition and a warm water therapy and family fun pool
- Double Gymnasium - (convertible for basketball, indoor baseball/softball, golf, soccer and in-line floor hockey)
- Adequate drop-in day care
- Green space for summer Day Camp
- Plenty of safe, convenient parking
- Handicap-accessible
- Family-friendly spaces

### PART OF A MULTI-SITE DESTINATION

- Part of the Links at Ireland Grove Development:
  - Office and light retail
  - More than 180 single and multi-family dwellings
- Adjacent recreational facilities complement Y development:
  - P.O.N.Y. Baseball fields
  - Prairie City Soccer League fields
  - 9-hole instructional golf course and driving range
  - Extension of Constitution Trail
  - Proposed park development

### ADDRESSING CRITICAL COMMUNITY NEEDS

**Successful Youth:** Children, regardless of where they live or income level, struggle to develop the positive values, civic responsibility and the education and life skills to be fully prepared for adulthood. **The YMCA's youth development approach demonstrates notable success in bolstering developmental assets that build character and help kids succeed in school.**

**Strong Families:** Families are under increasing stress, are not connected to supportive communities and are unsure of where to go for help in balancing family, work and civic responsibility. **YMCAs offer a community gathering place where diverse families participate with and learn from each other in accepting, supportive environments.**

**Lifestyle Health Transformation:** Obesity is America's number one health problem. We are raising the least healthy, least fit generation of children in our nation's history. The associated health care and social costs threaten to overwhelm the community's ability to respond. **The Bloomington-Normal Y will help "turn the tide" by expanding wellness and exercise programs and emphasize families' involvement in improving their children's nutrition and activity levels.**

#### **WHY?**

1. The current facility is outmoded and inadequate to support growth: It's not energy efficient. It's unattractive to today's members. It's not convenient and there's insufficient parking. It lacks green space. There's not enough – and not enough of the right – space for programs to be competitive.
2. (Related to #1) The Y can't build up or out to change things at the current site. Since our 2000 capital improvements campaign, we learned the building will not structurally support any additions. Plus, the property limits expansion.

**WHEN?** Spring 2009 is target date with ground breaking to be fall 2007

**HOW?** A campaign that brings together our communities to create a facility that will be the centerpiece of life for all of McLean County.

**The Bloomington-Normal YMCA:  
*Building for YOUR Family***

**PROJECTED ECONOMIC IMPACT  
OF NEW FAMILY Y IN McLEAN COUNTY**

*A new Bloomington-Normal Family Y will create a positive economic impact in McLean County, both during construction and when it opens. The new Family Y Project will:*

- ✓ **Generate \$12.5 million in new construction in McLean County.** Of that amount, at least 20% -- or \$2.5 million -- in new money will come from outside the county/state in the form of foundation grants.
  
- ✓ **Generate \$1.5 million in membership and programming income.** The new Family Y will attract 3,000 new members (based on projections that double our current membership of 3,000). These new members will spend an average of \$500 per year at the new Family Y (\$360 per year on memberships and \$140 per year on the purchase of program services).
  
- ✓ **Add \$500,000 in new jobs.** As a result of program expansion under the project, the Y will add 80 new jobs, 3 of which are high paying professional positions. Job opportunities will continue to increase as the Y's membership and program base continues to expand.

RESOLUTION OF THE McLEAN COUNTY BOARD AMENDING THE  
 FY'2007 FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
 GENERAL FUND 0001, STATES ATTORNEY'S OFFICE

WHEREAS, the McLean County Board adopted the FY'2007 Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2006 which became effective on January 1, 2007; and,

WHEREAS, the Fiscal Year 2007 Adopted Budget appropriated funds to add 0.50 FTE Office Support Specialist I in the States Attorney's Office beginning July 1, 2007; and,

WHEREAS, the State's Attorney has determined that an additional 0.25 FTE Assistant States Attorney II is needed to address the increasing caseload in the Traffic Division; and,

WHEREAS, the State's Attorney has recommended that the funds appropriated for the 0.50 FTE Office Support Specialist I be used to fund the 0.25 FTE Assistant States Attorney and that the 0.50 FTE Office Support Specialist I be deleted; and,

WHEREAS, the Finance Committee, at its regular meeting on June 5, 2007, recommended approval of this amendment to the FY'2007 Funded Full-Time Equivalent Positions Resolution; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the FY'2007 Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-0019	4	0503.0011 (full-time) Office Support Specialist I	5.50	(0.50)	5.00
0001-0020-0019	11	0503.1106 (full-time) Assistant State's Attorney II	<u>4.00</u>	<u>0.25</u>	<u>4.25</u>
TOTAL			9.50	(0.25)	9.25

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the States Attorney's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 19<sup>th</sup> day of June, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
 Peggy Ann Milton, Clerk of the County Board,  
 McLean County, Illinois

\_\_\_\_\_  
 Michael F. Sweeney, Chairman  
 McLean County Board

**McLean County State's Attorney's Office  
Proposed Reorganization  
Fund 0001, Department 0020, Program 0019**

**2007 Proposal**

FTE	Class	Grade	Title	Step	Rate	
0.25	1106	11	Assistant State's Attorney II	1	23.5548	\$ 11,482.97
0.50	0011	04	Office Support Specialist I	1	11.8893	\$ 11,592.07
2007 Difference: \$ 109.10						

**2008 Impact**

FTE	Class	Grade	Title	Step	Rate (1.030)	
1.00	1106	11	Assistant State's Attorney II	1	24.261444	\$ 47,309.82
1.00	0011	04	Office Support Specialist I	1	12.245979	\$ 23,879.66
2008 Difference: \$23,430.16						

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE  
EMERGENCY TELEPHONE SYSTEMS BOARD  
AND THE  
METRO McLEAN CENTRALIZED COMMUNICATIONS CENTER  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY  
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, pursuant to the Fiscal Year 2007 Adopted Budget for the Metro McLean County Centralized Communications Center (Metcom), and the adopted budget of the Emergency Telephone Systems Board (ETSB), each organization had their own separate chief administrative official; and,

WHEREAS, the MetCom Operations Board and the ETSB Board have agreed to combine the duties and responsibilities to manage both agencies into a single position; and,

WHEREAS, MetCom and ETSB have proposed a compensation package to the current Metcom Director; and,

WHEREAS, Metcom and ETSB have further agreed to share the expense of the combined position, resulting in salary savings to both organizations; and

WHEREAS, the Finance Committee, at its regular meeting on June 5, 2007, approved the request of the MetCom Operations Board and the ETSB to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy; now, therefore,

BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That the Metcom Operations Board is hereby authorized to offer a salary at Grade 13, Step 74 for the combined position of ETSB/Metcom Director, which is above the starting maximum salary permitted under the McLean County Personnel Ordinance and Policy, in order to be able to achieve overall savings and improved coordination of operations between the two organizations.
- (2) That the Chairman of the Metcom Operations Board and the Chairman of the ETSB are directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Chairman of ETSB and the Chairman of the Metcom Operations Board, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19<sup>th</sup> day of June, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

## Proposed Salary Adjustment Combined MMCCC/ETSB Director

	Grade	Step	Rate	Salary
<b>Current</b>				
Metcom Director	13	56	36.3413	\$75,590
ETSB Coordinator (vacant)	12	62	27.9412	<u>\$58,118</u>
Total Cost				\$133,708
<b>Proposed</b>				
Metcom Director	13	74	38.9074	\$80,927
Metcom Allocation	80% Time			\$64,742
ETSB Allocation	20% Time			<u>\$16,185</u>
Metcom Savings				\$10,848
ETSB Savings				<u>\$41,932</u>
Total Savings				\$52,780



TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: DESTIHL, LLP  
Shoppes at College Hills  
Normal, Illinois 61761  
Brew Pub Holdings LLLP, Applicant  
Matthew Potts, General Partner and Manager

Financing Requested: CDAP Loan through McLean County

Type of Business: Micro-Brewery and Restaurant

Location of Business: Shoppes at College Hills  
301 South Veterans Parkway  
Normal, Illinois 61761

Principal Amount of Loan: \$350,000.00

Term of Loan: 5 Years with Balloon Payment

Interest Rate: 6.0% fixed

Security for the Loan: Personal Guaranty of General Partner and Manager  
UCC 1 – Second Position on the Inventory, Accounts Receivable and Furnishings, Fixtures and Equipment  
Third Position on Land and Building  
Lien on Mortgage on Personal Residence of General Partner and Manager

Amortization Schedule: 15 Years  
Monthly Payment due on the first day of the month beginning 30 days after the closing date of the Loan

Number of New Jobs Created and/or Jobs Retained: 45 permanent FTE jobs to be created within 12 months

Loan Application Review Completed by: Credit Committee of the CDAP Revolving Loan Fund, Economic Development Council, Bloomington-Normal-McLean County



ECONOMIC DEVELOPMENT COUNCIL  
OF THE BLOOMINGTON-NORMAL AREA

To: McLean County Finance Committee  
John Zeunik, McLean County Administrator

From: Marty Vanags, CEO/EDC  
RLF Administrator

Re: Loan Application from DESTIHL

Date: May 31, 2007

On May 24, 2007 the Credit committee of the County Revolving Loan Fund reviewed an application submitted by DESTIHL, LLC. Formerly known as Gridiron Brew-works, the company is in the process of building a new restaurant on the grounds of the Shoppes at College Hills. In April of 2006, the McLean County Board approved a loan for \$225,000 from the RLF for this project. As the size and scope of the project has grown, the company has come back to seek additional funds. Their request to the credit committee was for an additional \$275,000 for a total loan of \$500,000.

### **Loan Criteria**

The applicant meets the mission of the loan program. The mission of the loan fund is to:

- Assist short term economic development by creating and retaining jobs.
- Encourage involvement of area financial institutions.
- Assist long term economic development by increasing the tax base and helping to expand the economy.
- Insure financial security of the Fund through appropriate use.

In addition the applicant meets the loan-to-job criteria of \$15,000 for every full time equivalent job created or retained. The company plans to create 45 full time equivalent jobs which is more than required ( $\$500,000/\$15,000 = 33$  FTE).

### **Summary**

Approval of the loan is critical for the applicant in that it coincides with previous approvals by the SBA and their 504 loan program, and the Busey Bank Loan. Since the County's previous approval, the applicant has also raised an additional \$1.2 million in private equity. Raising this equity was a condition of the previous approval by the County as well as Busey Bank.

**Credit Committee Recommendation**

After a presentation by the applicant, review of criteria, and review of credit risks and project success it was the recommendation of the credit committee that the following additional loan be considered and approved by the County:

Initial Loan Amount (approved 2006)	\$225,000
Additional Loan Amount	<u>\$125,000</u>
<b>Total Loan</b>	<b>\$350,000</b>

Term:	5 years w/balloon
Amortization:	15 years
Interest Rate:	6%
Security:	3 <sup>rd</sup> position on Land & Building 2 <sup>nd</sup> position on Inventories A/R, FF&E Personal Guarantee Mortgage on personal residence

The credit committee was consisted of:

John Zeunik, County Administrator, Rebecca C. McNeil, County Treasurer, Nick Moran, Vice President Commerce Bank, Steve Timmerman, Vice President, First Farmers State Bank, and Marty Vanags, CEO of the EDC. Should you have any questions regarding this matter please feel free to contact me.

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

<b>Requesting Agency or Department:</b> McLean County Circuit Court		<b>This request is for:</b> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Illinois Department of Healthcard and Family Services		<b>Grant Type:</b> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: 7/1/2007  End: 6/30/2008
<b>Grant Title:</b> Child Support Enforcement - Hearing Officer		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 8/15/2007	
<b>Grant Amount:</b> \$33,400.00		<b>Source of Matching Funds (if applicable):</b> N/A	
<b>Match Amount (if applicable):</b> Required Match :\$None Overmatch: \$		<b>Will it be likely to obtain this grant again next FY?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Grant Total Amount:</b> \$33,400		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td align="right">\$</td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$33,169.00</td> </tr> <tr> <td>Equipment</td> <td align="right">\$231.00</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td align="right">\$33,400.00</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right">\$33,400.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	<b>Total Personnel Cost</b>	\$	<b>Additional Expenses</b>		Subcontractors	\$33,169.00	Equipment	\$231.00	Other	\$	<b>Total Additional Expenses</b>	\$33,400.00	<b>GRANT TOTAL</b>	\$33,400.00	<b>Description of equipment to be purchased:</b> None  <b>Description of subcontracting costs:</b> Child Support Hearing officer will be hired under a separate agreement. Reimbursement of costs (per diem) will be made to McLean County  <b>Other requirements or obligations:</b> None	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
<b>Total Personnel Cost</b>	\$																										
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<b>Total Additional Expenses</b>	\$33,400.00																										
<b>GRANT TOTAL</b>	\$33,400.00																										

*Grant Total must match "Grant Total Amount" from General Grant Information*

**Responsible Personnel for Grant Reporting and Oversight:**

*Wilk J*  
Department Head Signature

5-9-07  
Date

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

OVERSIGHT COMMITTEE APPROVAL		MAY 09 2007
_____ Chairman	_____ Date	

# McLEAN COUNTY – GRANT INFORMATION FORM

## General Grant Information

<u>Requesting Agency or Department:</u> McLean County State's Attorney's Office	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> IL Dept. of Healthcare and Family Services	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 93.563 <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 308,561.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$	<u>Source of Matching Funds (if applicable):</u>

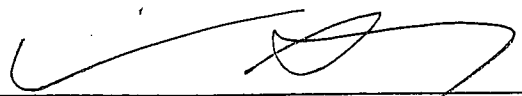
## Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b><u>New Personnel Expense Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

## Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
<b><u>Additional Costs Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$
<u>Other requirements or obligations: (increased workload, continuation of program after grant period, etc)</u>			

### Responsible Personnel for Grant Reporting and Oversight:

  
 \_\_\_\_\_  
 Department Head Signature

5/21/07  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Grant Administrator Signature (if different)

\_\_\_\_\_  
 Date

**State of Illinois**  
**Intergovernmental Agreement**  
between the  
**Illinois Department of Healthcare and Family Services**  
and the  
**McLean County State's Attorney**  
Agreement No. 2008-55-013-K1K

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and the **McLean County State's Attorney** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS**, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, the Department seeks legal services; and

**WHEREAS**, the Contractor desires to provide these services under the terms and conditions of this Agreement;

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

## **ARTICLE 1 — DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Enforcement's CFDA Number is 93.563.

## **ARTICLE 2 — TERM AND SCOPE**

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2007 through June 30, 2008, unless the Agreement is otherwise terminated as set forth herein.

- 2.2 **Renewal.** This Agreement may be renewed by agreement of both parties for additional periods upon written notification of such intent. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

### ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 **Availability of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give Contractor written notice of such termination for funding within five (5) business days after the Department becomes aware of the failure of funding. Contractor's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2 **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 **Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 **Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 **Inability to Perform.** 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.
- 3.7 **Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.

- 3.7.1 Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2 Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

**ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES**

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department’s counsel from contacting Contractor or Contractor’s counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To Contractor: William A. Yoder  
 McLean County State’s Attorney  
 104 W. Front Street, Room 605  
 Bloomington, Illinois 61702-2400  
 Telephone: 309-888-5400  
 Fax: 309-888-5429

To Department: Illinois Department of Healthcare and Family Services  
 Yvette Perez-Trevino, Agreement Manager  
 Division of Child Support Enforcement  
 32 West Randolph Street, 16th Floor  
 Chicago, Illinois 60601  
 Telephone: (630) 844-8935  
 Fax: (630) 844-8778



## ARTICLE 5 — RIGHTS AND RESPONSIBILITIES

### 5.1 Contractor's Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies and policy changes.
- 5.1.2 Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.
- 5.1.3 Contractor shall accept for handling all IV-D matters, as defined in **Section 5.3** of this Agreement.
- 5.1.4 Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties.
- 5.1.5 Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.
- 5.1.6 Contractor shall submit monthly reports and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation with the Contractor, and any report required by the Federal Office of Child Support Enforcement.
- 5.1.7 Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- 5.1.8 Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. They do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If the Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
- 5.1.9 Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases.
- 5.1.10 Contractor shall prohibit attorneys employed by the Contractor's Office in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Contractor's Office, or the attorney personally, in connection with the Contractor's representation of the Department under the terms of this Agreement.

## **5.2 Consultation and Performance Reviews.**

- 5.2.1** Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2** Contractor will be monitored by the Division of Child Support Enforcement. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, the Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Upon receipt of the Department's request for a corrective action plan, the Contractor has thirty (30) calendar days to provide a written plan to the Department. Withholding of funding may result if a written corrective action plan is not received within the thirty (30) calendar day period. The Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.
- 5.2.3** The Department may conduct a post performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information.

## **5.3 Contractor's Duties.** The Contractor shall:

- 5.3.1** Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of Champaign County, Illinois.
- 5.3.2** Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of the location of the absent parent by the Department and enter all court dates into KIDS.
- 5.3.3** Record in KIDS the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.
- 5.3.4** Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS to previous.
- 5.3.5** Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Healthcare and Family Services, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.
- 5.3.6** Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either
- a.** establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the Contractor, or
  - b.** effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown.

The Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.7** Complete actions to establish an order for support regardless of whether or not parentage has been established from the date of service of process within the following time frames:
- (1.) 75 percent in six (6) months;
  - (2.) 90 percent in twelve (12) months.
- 5.3.8** Seek medical insurance coverage for each minor child or each special needs child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
- 5.3.9** Seek retroactive support in accordance with Department policy.
- 5.3.10** Seek entry of orders that provide for immediate income withholding.
- 5.3.11** Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.12** Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.
- 5.3.13** Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS.
- 5.3.14** Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
- 5.3.15** Provide to the Department a copy of all orders and related data sheets within five (5) business days after the legal action.
- 5.3.16** Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.17** Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.18** Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
- 5.3.19** Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Contractor shall provide the Department with the notice of appeal or copy of the

adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Healthcare and Family Services	Illinois Department of Healthcare and Family Services	Office of the Illinois Attorney General Public Aid Bureau
Nancy Schalowitz	Division of Child Support Enforcement	500 S. 2nd Street
Office of General Counsel	Yvette Perez-Trevino	Springfield, Illinois 62706
100 W. Randolph Street, 10th Fl.	Judicial Legal Liaison	
Chicago, Illinois 60601	280 East Indian Trail Road	
	Aurora, Illinois 60505	

- 5.3.20** Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
- 5.3.21** When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.22** Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports as stipulated in the training in the manual provided by the Dept for KIDS data entry.
- 5.3.23** Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.24** Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.25** Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
- 5.3.26** Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 5.3.27** Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.
- 5.4 Department's Duties.** The Department shall:
- 5.4.1** Refer or cause to be referred to the Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.
- 5.4.2** Inform the Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the Contractor within five (5) business days after receiving said changes and amendments.
- 5.4.3** Provide assistance to the Contractor in the reparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.
- 5.4.4** Review all cases referred to the Contractor to insure that information is both pertinent and accurate and that documents are complete.
- 5.4.5** Make available to the Contractor the services of its State Parent Locator Service.

- 5.4.6 Provide access to IV-D case records of the Department for use by the Contractor in performing its duties under this Agreement.
  - 5.4.7 Inform the Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the Contractor.
  - 5.4.8 Monitor on a monthly basis the Contractor's performance of and compliance with the duties undertaken in this Agreement.
  - 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
  - 5.4.10 Furnish, at the request of the Contractor, available assistance, information and documents needed by the Contractor in order to verify payments, amount of collections, or reduction of claims.
- 5.5 **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
- a. Title IV-D of the Social Security Act, 42 USC section 651 et seq.
  - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
  - d. The Department's Child Support Enforcement Manual.
  - e. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
  - f. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## ARTICLE 6 — BILLING AND PAYMENT

- 6.1 **Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$308,561. Contractor's budget (**Appendix A, Part 1**) and Personnel Services Detail (**Appendix A, Part 2**), as approved by the Department are set forth in the Appendices and made a part hereof.
- 6.2 **Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Reports shall meet the following requirements:
- 6.2.1 All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
  - 6.2.2 All record keeping shall be in accordance with sound accounting standards.
  - 6.2.3 The Contractor shall sign and submit to the Department reports of actual IV-D related expenditures ten (10) business days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to the Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
509 S. 6th Street, 5th Floor  
Springfield, Illinois 62701

- 6.2.4 The Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in **Appendix A** and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Article 6**, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, the Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. The Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by the Contractor to fulfill the duties of this Agreement.
- 6.3. **Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1 The Department shall not be liable to pay Contractor for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.
- 6.3.2 Reimbursement will be made in the amount expended to date of expenditure report.
- 6.3.3 All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
- 6.3.4 The parties will make final determination of the necessary expenditures the Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the Contractor. The Department will reimburse the Contractor for any underpayment of such finally determined expenditures and the Contractor shall reimburse the Department for any overpayment.
- 6.3.5 Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
- 6.3.6 Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
- 6.3.7 All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

- 6.3.8 If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 et seq.) shall apply.
- 6.3.9 Prior written approval from the Department's Contract Manager must be secured by the Contractor in order to receive reimbursement for the following:
- a. The cost of new or additional leases or rental agreements for either real or personal property;
  - b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10 The Contractor shall be responsible for obtaining hardware, software and office equipment, maintenance agreements, excluding software purchased by the Department, and for purchasing supplies, i.e., paper, toner, ink cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the parties. All purchases made in regards to this **Article 6.3.10** are reimbursable up to the limit of the budget amount found in **Appendix A** of this Agreement.
- 6.3.11 Each local Contractor's Office will be connected to the KIDS system via a HFS provided Child Support data circuit installed to the County facility. The Contractor will work with HFS technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by HFS and the State of Illinois that allow more cost effective connectivity solutions, the Contractor will work with HFS technical staff to allow these solutions to be used for HFS provided connections at the Contractor's Office.
- 6.4 **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5 **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6 **Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.
- 6.7 **State Fiscal Year.**
- 6.7.1 Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 10 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 10 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
  - 6.7.2 All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to

the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.

- 6.7.3 It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

## ARTICLE 7 — GENERAL TERMS

- 7.1 **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 **Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 **Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1 The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
- 7.3.2 Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3 Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 **Audits and Records.**
- 7.4.1 **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and



owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

**7.4.2 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

**7.4.3 Federal Audits of States, Local Government and Non-Profit Organizations.** Contractors that expend \$500,000 or more in federal funds during their fiscal year are required to meet the provision of the Federal Office of Management and Budget (OMB) Circular A-133 "Audits of States, Local Government and Non-Profit Organizations". Audits conducted for the purpose of satisfying the A-133 requirements must be completed by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. The contractor shall submit the audit within the earlier of 30 days after receipt of the auditor's report or nine month after the end of the audit period. Failure to meet the requirements contained in this section shall result in the suspension of funding and/or sanctions as prescribed in Subpart B Section 225 of OMB Circular A-133. The auditor's report is to be sent to:

Brian Bond  
Illinois Department of Healthcare and Family Services  
Division of Finance  
A-133 Unit  
201 South Grand Avenue East, Second Floor  
Springfield, Illinois 62702

The Department may, at its option, provide notice to the contractor that they will be required to submit an A-133 audit report and any related materials. Such notice does not relieve the contractor from their responsibilities to determine the need to obtain an audit required by Circular A-133. Contracts are required to comply with the Department's instructions for completing the A-133 audit report and any related materials.

**7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately.

**7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

## 7.7 Confidentiality.

- 7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
- 7.7.2 Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Contractor, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Contractor shall make reasonable efforts to assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.
- 7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.
- 7.9 Fraud and Abuse.** Contractor shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as Contractor learns of the suspected fraud and abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. Contractor shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
- 7.11 Indemnification.**
- 7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons

(including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all 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.

- 7.11.2 Neither party shall be liable for incidental, special or consequential damages.
- 7.11.3 Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.
- 7.14 Nondiscrimination.** 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 Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 7.15 Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.
- 7.16 Purchase of Equipment.**
- 7.16.1 In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, Contractor shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

**7.16.2** Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:  
Illinois Department of Healthcare and Family Services  
Division of Child Support Enforcement  
Attn: Yvette Perez-Trevino, Agreement Manager  
32 W. Randolph Street, Room 1600  
Chicago, Illinois 60601

**7.17 Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

**7.17.1** Provisions apply to successive events and transactions;

**7.17.2** "Or" is not exclusive;

**7.17.3** References to statutes and rules include subsequent amendments and successors thereto;

**7.17.4** The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;

**7.17.5** If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;

**7.17.6** "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

**7.17.7** Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and

**7.17.8** Words in the plural which should be singular by context shall be so read, and vice versa.

**7.17.9** References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering Contractor under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).

**7.18 Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

**7.19 Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

**7.20 Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## **ARTICLE 8 - CERTIFICATIONS.**

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### **8.1 General Warranties of Contractor.**

- 8.1.1** The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- 8.1.2** The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3** For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.
- 8.1.4** Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.

**8.2 Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.

**8.3 Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:

- 8.3.1** Proof of payment of past due amounts in full;
- 8.3.2** Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3** Proof of entry into payment arrangements acceptable to the appropriate State agency.

**8.4 Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

**8.5 Debarment and Suspension.** Contractor shall review the list of sanctioned person maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.

- 8.6 Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed **Attachment A** and certifies, under penalties of perjury, that the information contained
- 8.7 Legal Ability To Contract:** Contractor 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:
- 8.7.1** Contractor, 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.
  - 8.7.2** Contractor 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).
  - 8.7.3** Neither Contractor 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).
  - 8.7.4** Contractor 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).
  - 8.7.5** Contractor 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).
  - 8.7.6** Contractor 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).
  - 8.7.7** Contractor 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).
  - 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
  - 8.7.9** Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- 8.8 Licenses and Certificates.** Contractor and Contractor's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a

subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.

- 8.9 **New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 **Nonsolicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.
- 8.11 **Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.
- 8.12 **Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

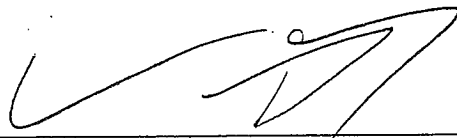
#####

**In Witness Whereof**, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS  
DEPARTMENT OF HEALTHCARE  
AND FAMILY**

**MCLEAN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Barry S. Maram, Director

By:   
\_\_\_\_\_  
William A. Yoder, State's Attorney

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

Date: 5/21/07

**APPROVED:**

By: \_\_\_\_\_  
Lisa Madigan, Illinois Attorney General

By: \_\_\_\_\_  
Michael Sweeney, President  
McLean County Board

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

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

**APPENDIX A Part 1 of 2**  
**MCLEAN COUNTY STATE'S ATTORNEY BUDGET**  
**JULY 1, 2007 THROUGH JUNE 30, 2008**  
**Individual Line Item Amounts Are Estimated**

<b>DIRECT COSTS</b>	<b>SFY08 Budget</b>
<b>Personnel Services</b>	
Salaries	\$211,006
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$51,129
<b>SUBTOTAL</b>	<b>\$262,135</b>
 <b>Non Personnel Services</b>	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$1,000
Computer Equipment Maintenance	\$0
Computer Software	\$1,000
Computer Software Maintenance	\$0
Copying	\$2,000
Court Related	\$1,150
Dues & Licenses	\$2,500
Education, Conference Fees	\$3,000
Misc. Administrative Expenses	\$2,800
Office Equipment	\$876
Office Equipment Maintenance	\$0
Office Supplies	\$4,500
Postage	\$100
Printing	\$0
Rent	\$20,500
Service of Process Fees	\$0
Subcontracts, Special ASA, Investigators	\$2,500
Travel	\$1,000
Telephone Service	\$3,500
Utilities	\$0
<b>SUBTOTAL</b>	<b>\$46,426</b>
 <b>TOTAL</b>	 <b>\$308,561</b>



**APPENDIX A Part 2 of 2**  
**AUTHORIZED POSITIONS - SFY08**  
**MCLEAN COUNTY STATE'S ATTORNEY**

<b>POSITION TITLES</b>	<b>IV-D%</b>	<b>Number of Positions</b>
Full Time Positions:		
Assistant State's Attorney	100%	2
Paralegal	100%	1
Office Administrator	100%	1
Secretary	100%	1

Attachment A

Taxpayer Identification Certification

- A. Contractor certifies that:
  - 1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
  - 2. Contractor is not subject to backup withholding because:
    - (a) Contractor is exempt from backup withholding, or
    - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
  - 3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: \_\_\_\_\_

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN): \_\_\_\_\_

or

Employer Identification Number (EIN): \_\_\_\_\_

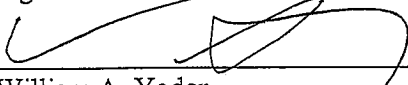
*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

D. Contractor's Legal Status (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental                          |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation   | <input type="checkbox"/> Estate or trust                       |
| <input type="checkbox"/> Tax-exempt Corporation providing or billing medical or health care services | <input type="checkbox"/> Pharmacy (Non-Corp.)                  |
| <input type="checkbox"/> Corporation NOT providing or billing medical or health care services        | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
|  | <input type="checkbox"/> Other:                                |

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF MCLEAN COUNTY STATE'S ATTORNEY.

Signature of Authorized Representative



William A. Yoder

McLean County State's Attorney

5/21/07

Date

**McLEAN COUNTY – GRANT INFORMATION FORM**

**General Grant Information**

<b>Requesting Agency or Department:</b> Children's Advocacy Center		<b>This request is for:</b> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Illinois Criminal Justice Information Authority		<b>Grant Type:</b> <input checked="" type="checkbox"/> Federal, CFDA #: 206207 <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: 10/01/06  End: 09/30/07
<b>Grant Title:</b> CAC Services Program			
<b>Grant Amount:</b> \$35925		<b>Grant Funding Method:</b> <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input checked="" type="checkbox"/> Pre-Funded <b>Expected Initial Receipt Date:</b> Upon signed agreements	
<b>Match Amount (if applicable):</b> Required Match :\$8981 Overmatch: 0			
<b>Grant Total Amount:</b> \$44906		<b>Source of Matching Funds (if applicable):</b> Soft match, commodities, travel	
<b>Will it be likely to obtain this grant again next FY?</b> X Yes <input type="checkbox"/> No		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$30946</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 6622.</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td align="right"><b>\$37990</b></td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$6915</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td align="right"><b>\$6915</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right"><b>\$44906</b></td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$30946	Fringe Benefit Cost	\$ 6622.	<b>Total Personnel Cost</b>	<b>\$37990</b>	<b>Additional Expenses</b>		Subcontractors	\$	Equipment	\$	Other	\$6915	<b>Total Additional Expenses</b>	<b>\$6915</b>	<b>GRANT TOTAL</b>	<b>\$44906</b>	<b>Description of equipment to be purchased:</b> N/A  <b>Description of subcontracting costs:</b> N/A  <b>Other requirements or obligations:</b> N/A	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
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Equipment	\$																										
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<b>Total Additional Expenses</b>	<b>\$6915</b>																										
<b>GRANT TOTAL</b>	<b>\$44906</b>																										

*Grant Total must match "Grant Total Amount" from General Grant Information*

**Responsible Personnel for Grant Reporting and Oversight:**

Belle Luber  
Department Head Signature

5-16-07  
Date

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date




**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

June 1, 2007

Memo to: The Honorable Chairman and Members of the Property Committee

From: John M. Zeunik 

Re: Old McLean County Courthouse Renovation Project

Section V of the Lease Agreement entered into between the McLean County Historical Society and the County for use of the Old McLean County Courthouse states:

“The County shall be responsible for all capital expenditures made on said Building. Capital expenditures, as used herein, shall be expressly defined as including only the following specified items and any expenditure not specifically stated shall be the responsibility of the SOCIETY and any other tenant: repair or replacement of the roof, painting or maintenance of the BUILDING exterior, including repairs or maintenance to the exterior walls, the exterior windows, the exterior doors, repair or replacement of the plumbing, heating and air conditioning systems, repair or replacement of the elevator, replacement of the component parts of the electrical system.”

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, sufficient funds are available in the unencumbered fund balance of the General Fund to move forward with the next phase of renovation at the Old McLean County Courthouse. Section 12.23-1 (C) of the Budget Policy states:

“(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects . . .”

The audited financial statements for fiscal year 2005 report that the unencumbered fund balance in the General Fund increased \$2,642,485.00. Based on the preliminary financial

The Honorable Chairman and Members of the Property Committee

June 1, 2007

Page Two

reports for fiscal year 2006, the unencumbered fund balance in the General Fund is likely to increase by an additional \$1.8 million. In accordance with the Resolution Establishing the Budget Policy, 10% or \$7,157,430.00 should be maintained as a minimum reserve for interfund borrowing during the first five months of the fiscal year and for emergencies. Setting aside the 10% reserve, the Board may appropriate \$3.4 million for specific capital improvement projects, including the renovation of the Old McLean County Courthouse.

The proposed Resolution Establishing the Budget Policy for Fiscal Year 2008 recommends that "these excess funds may be appropriated for specific capital improvement projects; including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History. . ." The Fiscal Year 2008 Budget Policy Resolution was approved by the Board on May 15, 2007. The proposed timeline follows the Budget Policy directive that the excess funds may be appropriated by the County Board at the June or July meeting.

- |                              |   |
|------------------------------|---|
| June, 2007 -                 | Recommend Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Budget and Appropriation Ordinance transferring \$1.75 million from the unencumbered Fund Balance of the General Fund to the Capital Improvement Fund for the Old McLean County Courthouse project |
|                              | Approve Contract with Wiss, Janney, Elstner Associates Inc. to prepare Bid Specifications for completion of Phase I of the Old McLean County Courthouse project   |
| September –<br>October, 2007 | Award Contracts for Phase I of the Old McLean County Courthouse Project   |

In accordance with the Resolution Establishing the Budget Policy and consistent with the recommended timeline for beginning the next phase of renovation at the Old McLean County Courthouse, I am respectfully recommending approval of the Emergency Appropriation Ordinance amending the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance.

Should you have any questions concerning the proposed timeline or the funding available to move forward with the next phase of the renovation of the Old McLean County Courthouse, please call me at 888-5110.

Thank you.

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2007  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Facilities Management Department 0041**

**WHEREAS**, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Courthouse Maintenance Program 0049; and,

**WHEREAS**, pursuant to the lease agreement approved between the McLean County Historical Society and McLean County (the "County"), the County is solely responsible for all capital expenditures made on the Old County Courthouse Building, including repairs or maintenance to the exterior walls, the exterior windows, the exterior doors; repair or replacement of the plumbing, heating and air conditioning systems; repair or replacement of the elevator; replacement of component parts of the electrical system; and,

**WHEREAS**, pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, "(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects;" and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, June 7, 2007, recommended approval of a proposal to retain Wiss, Janney, Elstner Associates, Inc. as the architect to prepare construction bid documents and to provide construction management services for exterior repairs to the Old County Courthouse Building; and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, June 7, 2007, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$1,750,000.00 and to amend the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance as follows:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000 Unappropriated Fund Balance:	\$ 0.00	\$1,750,000.00	\$1,750,000.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Courthouse Maintenance Program 0049 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Dept. 0041 0001-0041-0049-0850.0001 Capital Improvements:	\$ 0.00	\$1,750,000.00	\$1,750,000.00

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

**ADOPTED** by the County Board of McLean County this 19th day of June, 2007.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

e:john/cobd/ea\_facmgt\_cthouse061907.ord