

**Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois**

November 20, 2001



**Table of Contents**

	Page(s)
<b>Meeting Minutes Begin (November 20, 2001)</b> .....	<b>1-3</b>
Notice of Truth in Taxation Public Hearing .....	2-3
<b>Consent Agenda</b> .....	<b>4-56</b>
Publication of Public Hearings .....	8
County Highway .....	9-11
Building and Zoning .....	12-18
Transfer Ordinance.....	19
Executive Committee .....	20
Justice Committee.....	21-43
Finance Committee.....	44-45
Property Committee.....	46-48
Reappointments.....	49-53
Appointments.....	54-55
Resolution of Congratulations and Commendation.....	56
<b>Executive Committee</b> .....	<b>57-111</b>
Intergovernmental Agreement – McLean Co./Town of Normal for LEADS – IS.....	57-59
Lease – PBC and McLean County for 115 E. Washington St.....	60-79
Amendment – Intergovernmental Agreement – Abraham Lincoln Parking Deck.....	80-92
Ordinance – Tax Levy for Lease Payments to PBC for 115 E. Washington St.....	93-100
Contract – Annual Maintenance of Government Center.....	101-107
Ordinance – Abatement of Tax Levy for Lease Payments to PBC.....	108-111
<b>Land Use and Development Committee</b> .....	<b>112-124</b>
Intergovernmental Agreement – McLean Co./IDOT – IL Tomorrow Grant .....	112-120
Contract – Regional Planning Commission – County Land Development Guide.....	121-124
<b>Property Committee</b> .....	<b>125-228</b>
Request – Fiscal Year 2002 Leases – Facilities Management .....	125-228
<b>Justice Committee</b> .....	<b>229-392</b>
Contracts – Illinois Department of Public Aid .....	229-297
Intergovernmental Agreements – Booking Services – Sheriff’s Department.....	298-301
Ordinance – Emergency Appropriation – EF Johnson Radio Upgrade – Sheriff .....	302-303
Grant Agreement – Domestic Violence Protocol – State’s Attorney’s Office.....	304-352
Request – T.R.A.K. System Grant – Sheriff’s Department .....	353-357
Contracts – Special Public Defenders – Public Defender’s Office .....	358-392
<b>Transportation Committee</b> .....	<b>392</b>
<b>Finance Committee</b> .....	<b>393-461</b>
Contract – Maximus, Inc. for Fee Study – County Clerk’s Office .....	393-397
Recommendation – Outside Auditing Services.....	398-438
Resolution – Reporting Plan for the Use of County Owned Vehicles by County .....	439-440
Request – Approve Pay Plan for Fiscal Year 2002.....	441-454
Request – Approve Position Classification and Pay Range Schedule for FY 2002.....	455-460
Request – Transfer of Funds to Purchase Office Equipment for Internal Auditor.....	461
<b>Report of the County Administrator</b> .....	<b>462</b>
<b>Consideration of FY 2002 Budget as Recommended by Executive Committee</b> .....	<b>462-470</b>
Request – FY 2002 Combined Annual Appropriation and Budget Ordinance.....	462-463
Request – 2001 Tax Levy Ordinance .....	464-469
Request – FY 2002 FTE Positions Resolutions .....	470-471
Request – Administrator to Publish Legal Notice and FY 2002 Adopted Budget.....	471
<b>Other Business and Communication</b> .....	<b>471</b>
<b>Approval of Bills</b> .....	<b>472</b>
<b>Adjournment</b> .....	<b>473</b>

**November 20, 2001**

The McLean County Board met on Tuesday, November 20, 2001 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Gordon and was followed by the Pledge of Allegiance.

Chairman Sweeney introduced Acting-Clerk, Sharon Gillis.

**The following Members answered to roll call:**

Members Benjamin Owens, Jack Pokorney, Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, David Selzer, Joseph Sommer, Matt Sorensen, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Adam Kinzinger, Robert Nuckolls, and Michael Sweeney.

**The following Member was absent:**

Susie Johnson.

Chairman Sweeney recognized, and the Board applauded, Martha Ross for compiling and Don Newby for binding and transporting the County Board packet.

**Proceedings of October Meeting:**

The Proceedings of the October 16, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Kinzinger/ Nuckolls moved the County Board approve the Minutes as submitted. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

**Notice of Truth In Taxation Public Hearing:**

The following was presented by Mr. Zeunik:

Mr. Chairman and Members of the McLean County Board:

In accordance with Chapter 35, Section 200 of the *Illinois Compiled Statutes*, a Notice of Proposed Property Tax Increase for McLean County, Illinois, was published in *The Pantagraph*, a newspaper of general circulation in McLean County, on Monday, November 12, 2001. The notice was published not more than 14 days nor later than 7 days prior to the date of the public hearing. The notice was published in accordance with the requirements set forth in the Property Tax Code. The notice was published as follows:

NOTICE OF PROPOSED PROPERTY TAX INCREASE  
FOR McLEAN COUNTY, ILLINOIS

- I. I. A public hearing to approve a proposed property tax levy increase for McLean County, Illinois, for the fiscal year 2002 (January 1, 2002 – December 31, 2002) will be held on Tuesday, November 20, 2001, at 9:00 A.M. in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. John M. Zeunik, McLean County Administrator, McLean County Law and Justice Center, Room 701, 104 West Front Street, Bloomington, Illinois 61702-2400, telephone (309) 888-5110.

- II. The Corporate and Special Purpose property taxes extended or abated for the fiscal year 2001 (January 1, 2001 – December 31, 2001) were \$17,217,904.35.

The proposed Corporate and Special Purpose property taxes to be levied for fiscal year 2002 (January 1, 2002 – December 31, 2002) are \$18,533,997.00. This represents a 7.64% increase over the previous year.

- III. The property taxes extended for debt service and Public Building Commission leases for fiscal year 2001 (January 1, 2001 – December 31, 2001) were \$3,755,258.62.

The estimated property taxes to be levied for debt service and Public Building Commission leases for fiscal year 2002 (January 1, 2002 – December 31, 2002) are \$4,283,874.00. This represents a 14.08% increase over the previous year.

- IV. The total property taxes extended or abated for fiscal year 2001 (January 1, 2001 – December 31, 2001) were \$20,973,162.97.

The estimated total property taxes to be levied for fiscal year 2002 (January 1, 2002 – December 31, 2002) are \$22,817,871.00. This represents an 8.68% increase over the previous year.

John M. Zeunik  
County Administrator  
McLean County, Illinois

The proposed Property Tax Increase for McLean County, Illinois is a result of the following two decisions.

First, during the April election, a referendum question was placed before the voters of McLean County asking whether a new property tax levy in an amount not greater than \$0.05 per \$100.00 of equalized assessed valuation shall be approved for the benefit of the McLean County Cooperative Extension Service. The voters of McLean County



approved this referendum. Therefore, the 2001 McLean County Tax Levy Ordinance includes a new tax levy in the amount of \$395,000.00 for the Cooperative Extension.

Second, at the regular meeting of the County Board on April 17, 2001, the County Board approved the purchase of the 115 East Washington Street Building for use by the non-Justice County offices currently located in the Law and Justice Center. As a result of the Public Building Commission sale of \$11,000,000.00 in bonds (\$1,000,000.00 of taxable bonds and \$10,000,000.00 of tax-exempt bonds), the County's share of the debt service payment will be \$293,093.00. In addition, the County's share of the fiscal year 2002 annual maintenance and operations costs for the 115 East Washington Street Building will be \$175,734.00. Therefore, the 2001 McLean County Tax Levy Ordinance includes an increase in the following two Public Building Commission tax levies: (1) for Public Building Commission leases- an increase of \$293,093.00; (2) for Public Building Commission Additional Rental payment - an increase of \$175,734.00. The total increase for Public Building Commission leases in 2001 equals \$468,827.00.

If you subtract the new Cooperative Extension Service tax levy and the new Public Building Commission tax levies for the 115 East Washington Street Building, the 2001 McLean County Tax Levy would be \$21,954,044.00, which represents an increase of 4.68% over the 2000 McLean County Tax Levy.

**Appearance by Members of the Public and County Employees:**

Mr. Richard Olson stated he lives in a condominium on the north side of White Oak Park. Mr. Olsen stated he is paying too much for property taxes.

Ms. Beverly Sellberg stated there should be a way to cut expenses and not have taxpayers paying more.

Ms. Janice Bush stated that if property taxes increase she would lose her house.

**Consent Agenda:**

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

7. **CONSENT AGENDA:**

A. **County Highway Department - Jack Mitchell, County Engineer**

**RESOLUTIONS:**

- a) **Request for Approval of Salt Bid Award**
- b) **Request Approval of Utility Coordinating Council Resolution**

**ILLINOIS DEPARTMENT OF TRANSPORTATION AUDITS**

**(To be placed on file in the County Clerk's Office)**

- a) **McLean County 2000 MFT funds**
- b) **McLean County Road Districts 2000 MFT funds**
- c) **McLean County Road Districts Township Bridge**

**Five-Year Road Plan**

- a) **Request to Approve Five-Year Road Plan for Fiscal Year 2002-2006  
(Included in the Five Year Capital Improvement Budget)**

B. **Building & Zoning - Phil Dick, Director**

1) **Zoning Case:**

a) **Approve an ordinance amending the text of the Zoning Ordinance as requested by Leslie R. Quiram in case 01-35-Z. He is requesting to amend the regulations governing home occupations to delete chiropractor clinics from the list of prohibited home occupations and to allow a chiropractor office as a permitted use by including chiropractor (secondary office only) in the list of professional offices that are permitted. The County Board voted to send this case back to the Zoning Board of Appeals (ZBA) for further discussion at the September 18, 2001 meeting. The ZBA is now recommending a chiropractor office be allowed as a home occupation only as a secondary office.**

b) **Grant the application of Hunt Henderson, agent for First Busey Trust and Investment Company in case 01-37-S. He is requesting a special use to convert a farm dwelling built after February 11, 1974 to a single family residence in the Agriculture District on a five acre property located in Dale Township immediately southeast of the intersection of Roads 1100N and 900E (Covell Road).**

c) Grant the application of the Ellsworth Fire Protection District in case 01-40-S. They are requesting to amend the site plan as approved in special use case 00-56-S which was to allow a fire district substation in addition to a grain elevator in the M-2 District. The request is to allow water storage tanks to be as close as six feet from the property line rather than twelve feet as approved by the County Board in this case. This property is located in Old Town Township in the unincorporated hamlet of Holder, Illinois and commonly known as the Holder Elevator or the McLean County Service Company Elevator.

2) Subdivision Case:

NONE

C. Transfer Ordinances

D. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- a) Request for Approval of a Proclamation Declaring the Official Christmas Ornament for the City of Bloomington, Town of Normal and McLean County, Illinois

Justice Committee

- a) Request for Approval of Copier Maintenance Agreement with CDS Office Technologies - Jury Commission
- b) Request for Approval of a Contract for Jail Chaplain Services - Sheriff's Department
- c) Request for Consideration of a Resolution Requesting State Funding of Residential Treatment for Selected Juvenile Offenders - State's Attorney's Office - Recommend that this Item be referred to Legislative Program
- d) Request Approval of Letter of Understanding between the McLean County Board and the Regional Office of Education for McLean and DeWitt Counties, McLean County Jail Education Program - Sheriff's Department

Finance Committee

- a) Request for Approval of a Resolution Authorizing the Circuit Clerk to Seek Banking Services - Circuit Clerk's Office

Property Committee

- a) Request for Approval of Cost Estimate by Felmley-Dickerson Co., for Repairs to the Exterior of the Health Department Building - Facilities Management

E. Chairman's Appointments with the Advice and Consent of the County Board:

a) REAPPOINTMENTS:

Pleasant Hills Cemetery Association

Mr. Charles Brown  
711 West Main Street  
Lexington, Illinois 61753  
Reappointed for a Six Year Term  
To Expire on November 1<sup>st</sup>, 2007

Regional Planning Commission

Mr. James Rutherford  
Rural Route 1, Box 152  
McLean, Illinois 61754  
Reappointed for a Three Year Term  
To Expire on December 31, 2004

Mr. Richard Buchanan  
(For B-N Airport Authority)  
1206 E. Jefferson Street  
Bloomington, Illinois 61701  
Reappointed for a Three Year Term  
To Expire December 31, 2004

Mr. Richard Percy  
(For Unit 5 School District)  
13 Worthington  
Bloomington, Illinois 61701  
Reappointed for a Three Year Term  
To Expire December 31, 2004

Public Aid Committee

Mr. John Kline  
113 S. Hemlock Street  
Box 171  
LeRoy, Illinois 61752  
Reappointed for a Two Year Term  
To Expire on November 30, 2003

b) **APPOINTMENTS:**

**McLean County Housing Authority**

**Mr. Robert L. Behrends**

**c/o McLean County Housing Authority**

**104 E. Wood Street**

**Bloomington, Illinois 61701**

**Appointed to Fill a Newly-Created Position**

**as Commissioner for a Term of Five**

**Years. Appointment to Expire December 26, 2006**

**Pleasant Hills Cemetery Association**

**Ms. Renae Gustafson**

**23692 N 2700 E Road**

**Lexington, Illinois 61753**

**Appointed to a Vacant Position for a Six Year**

**Term to Expire November 1, 2007**

c) **RESIGNATIONS**

**NONE**

F. **Approval of Resolutions of Congratulations and Commendation**

- a) **Request for Approval of a Resolution of Congratulations to the Calvary Baptist Academy Varsity Soccer Team**

**NOTICE OF PROPOSED PROPERTY TAX INCREASE  
FOR MCLEAN COUNTY, ILLINOIS**

I. A public hearing to approve a proposed property tax levy increase for McLean County, Illinois, for the fiscal year 2002 (January 1, 2002 - December 31, 2002) will be held on Tuesday, November 20, 2001, at 9:00 A.M. in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. John M. Zeunik, McLean County Administrator, McLean County Law and Justice Center, Room 701, 104 West Front Street, Bloomington, Illinois 61702- 2400. telephone (309) 888-5110.

II. The Corporate and Special Purpose property taxes extended or abated for the fiscal year 2001 (January 1, 2001- December 31, 2001) were \$17,217,904.35.

The proposed Corporate and Special Purpose property taxes to be levied for fiscal year 2002 (January 1, 2002 - December 31, 2002) are \$18,533,997.00. This represents a 7.64% increase over the previous year.

III. The property taxes extended for debt service and Public Building Commission leases for fiscal year 2001 (January 1, 2001- December 31, 2001) were \$3,755,258.62.

The estimated property taxes to be levied for debt service and Public Building Commission leases for fiscal year 2002 (January 1, 2002 - December 31, 2002) are \$4,283,874.00. This represents a 14.08% increase over the previous year.

IV. The total property taxes extended or abated for fiscal year 2001 (January 1, 2001 - December 31, 2001) were \$20,973,162.97.

The estimated total property taxes to be levied for fiscal year 2002 (January 1, 2002 - December 31, 2002) are \$22,817,871.00. This represents an 8.68% increase over the previous year.

John M. Zeunik  
County Administrator  
McLean County, Illinois

**Certificate of Publication in  
THE PANTAGRAPH**

STATE OF ILLINOIS  
COUNTY OF MCLEAN  
CITY OF BLOOMINGTON—ca.

PANTAGRAPH PUBLISHING CO. hereby certifies that it is now and has been for more than one year continuously, d/b/a THE PANTAGRAPH, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that THE PANTAGRAPH is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper

\_\_\_\_\_ time  
for \_\_\_\_\_ successive  
The first publication on the 12<sup>th</sup>  
day of November 2001  
and the last publication on the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_

IN WITNESS WHEREOF, THE SAID PANTAGRAPH PUBLISHING CO. d/b/a THE PANTAGRAPH has caused its name to be hereunto signed by its Publisher, Financial Director, Accounting Manager on this 13<sup>th</sup> day of November 2001

PANTAGRAPH PUBLISHING CO.  
d/b/a THE PANTAGRAPH  
By Franco E. Busch  
Its Accounting Manager  
Printer's Fees \$ 607.20  
Paid \_\_\_\_\_  
Ad Number 133346

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

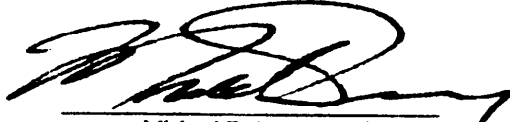
WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on November 6, 2001, for a letting held on November 1, 2001 for McLean County, and;

WHEREAS, the Transportation Committee duly approved the bids on November 6, 2001.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**MCLEAN COUNTY SECTION:**

**Morton Salt, Inc., Chicago, Illinois was the successful bidder:**  
McLean County .....Sec. 01-00000-00-GM GR 18 Rock Salt @ \$39.78 per ton for a total of \$139,230.00

  
\_\_\_\_\_  
Michael F. Sweeney, Chairman

STATE OF ILLINOIS    ]  
                                  ]   SS  
COUNTY OF MCLEAN ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on November 20, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20 day of November, A.D., 2001.

  
\_\_\_\_\_  
County Clerk

[SEAL]

**RESOLUTION**  
**Establishing a Utility Coordination Council**

WHEREAS, Chapter 605 ILCS, Act 5, Article 9, Section 113 of the Illinois Compiled Statutes, 605 ILCS 5/9-113 states: No ditches, drains, track, rails, poles, wires, pipe line or other equipment of any public utility company, municipal corporation or private corporation, association or person shall be located, placed or constructed upon, under or along any highway, or upon any township or district road, without first obtaining the written consent of the appropriate highway authority; and

WHEREAS, said statute, as recently amended, authorizes County Highway Authorities to promulgate reasonable and necessary rules, regulations and specifications for the administration of this section; and

WHEREAS, said statute authorizes County Highway Authorities to adopt coordination strategies and practices designed and intended to establish and implement effective communication respecting planned highway projects that the County Highway Authority believes may require removal, relocation, or modification of said facilities; and

WHEREAS, said statute provides for the establishment of a coordinating council to include the County Engineer, the County Board Chairman or his/her designee and utility companies to best facilitate and accomplish the requirements of the County Highway Authority; and

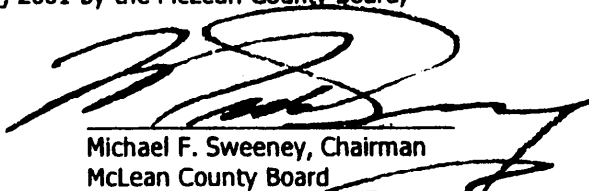
WHEREAS, said statute provides that unless a coordination council is established on or before January 1, 2002, the 90 day deadline for the removal, relocation, or modification of the ditches, drains, track, rails, poles, wires, pipe line or other equipment as outlined in the statutes shall not be enforceable.

NOW THEREFORE, BE IT RESOLVED by the County Board of McLean County, Illinois, that **The McLean County Utility Coordination Council** is hereby established, effective the date of this resolution. Membership on **The McLean County Utility Coordination Council** shall include the County Engineer, the County Board Chairman or his/her designee, and such utility companies determined by the County Engineer to best facilitate and accomplish the requirements of the County Highway authority. Said utility company members may be added to or removed from the Coordination Council as determined by the County Engineer. The strategies and practices adopted by the **The McLean County Utility Coordination Council** shall include, but not be limited, to the delivery of 5 year programs, annual programs and the establishment of coordination councils in the locales and with the utility participation that will best facilitate and accomplish the requirements of the County Highways authority acting under 605 ILCS 5/9-113(f).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by the McLean County Board,  
McLean County, Illinois.

ATTEST:

  
Peggy Ann Milton, County Clerk

  
Michael F. Sweeney, Chairman  
McLean County Board



**McLean County  
Highway Department  
5-Year Plan  
Amended**

Department: 0055 Highway Department						
Project Title	2002	2003	2004	2005	2006	Total
4-Lane Towanda Barnes Rd. from Rt. 9 to Ft. Jesse Rd	\$4,700,000					\$4,700,000
Widen and resurface Randolph Rd New 51/Kickapoo	\$1,300,000					\$1,300,000
Widen and resurface Randolph Rd-Kickapoo/1800E	\$500,000					\$500,000
New bridge on Oakland Avenue	\$350,000					\$350,000
Widen, resurface Lexington Rd-Rt 9/Rt 185	\$1,200,000					\$1,200,000
Widen, resurface Arrowsmith Rd to Rt 9	\$650,000					\$650,000
Turn lanes, traffic signals-old 150.MLK Drive	\$350,000					\$350,000
ROW ditch and returns on Stringtown Rd	\$200,000					\$200,000
Widen and resurface Danvers Yuton Rd	\$300,000					\$300,000
County Highway Department yard	\$150,000					\$150,000
New garage on County Highway Department yard		\$250,000	\$150,000			\$400,000
Resurface Stanford-McLean Rd		\$800,000				\$800,000
Widen and resurface bridge on Stringtown Rd		\$600,000				\$600,000
Resurface Ellsworth Rd		\$400,000				\$400,000
C.H. 31 new 4-lane Pipeline Rd		\$2,100,000				\$2,100,000
C.H. 53 ROW regrade and box culverts on Danvers			\$1,600,000	\$170,000		\$1,770,000
C.H. 25 resurface Holder Rd-Rt 9/RR			\$700,000			\$700,000
C.H. 59 resurface Stanford-McLean Rd			\$660,000			\$660,000
C.H. 12 & C.H. 65 resurface Hudson-Stuckey Rd			\$250,000			\$250,000
C.H. 8 resurface P.J. Keller Highway				\$1,400,000		\$1,400,000
C.H. 70 new bridge and resurface Old Route 150				\$1,600,000		\$1,600,000
C.H. 13 resurface Coifax-Weston Rd					\$950,000	\$950,000
C.H. 23 widen ROW resurface Meadows Rd					\$1,500,000	\$1,500,000
C.H. 21 resurface Lexington-Leroy Rd					\$1,200,000	\$1,200,000
<b>Totals:</b>	\$9,700,000	\$4,150,000	\$4,260,000	\$3,170,000	\$3,850,000	\$24,930,000

AMENDATORY ORDINANCE  
AMENDING THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, Leslie R. Quiram has proposed that certain portions of the text of Section 602.18.A of the McLean County Zoning Ordinance be amended; and

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal, identified as Case 01-35-Z and has recommended that the said Zoning Ordinance be amended as follows: to amend the regulations governing home occupations, to delete chiropractor clinics from the list of prohibited home occupations and to allow a secondary office of a chiropractor as a permitted use by including chiropractor (secondary office only) in the list of professional offices that are permitted, and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said zoning ordinance of said county; now, therefore,

BE IT ORDAINED that the McLean County Zoning Ordinance be and hereby is amended as follows:

Amend Section 602.18.A (10) Particular Home Occupations Permitted:

- d. Professional offices for chiropractors (secondary office only), architects, engineers, planners, lawyers, accountants, bookkeepers, and similar professions


Amend Section 602.18.A (11) Particular Home Occupations Prohibited:


- g. Physician or Dental Clinics

Adopted by the County Board of McLean County, Illinois this 20<sup>th</sup> day of November 2001.

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael Sweeney, Chairman  
McLean County Board

**FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Leslie R. Quiram in case 01-35-Z. He is requesting a text amendment of the Zoning Ordinance for the unincorporated area of McLean County. He is requesting a text amendment to Section 602.18.A of the Zoning Ordinance to amend the regulations governing home occupations, to delete chiropractor clinics from the list of prohibited home occupations and to allow a chiropractor office as a permitted use by including chiropractor in the list of professional offices that are permitted; or in the alternative, to allow chiropractor offices as a home occupation by special use permit.

After due notice, as required by law, the Board of Appeals first held a public hearing in this case on September 4, 2001 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois. The County Board at their meeting on September 18, 2001 sent this case back to the Zoning Board of Appeals for further discussion. After due notice, as required by law, the Board of Appeals held a second hearing in this case on November 6, 2001 and hereby reports the findings of fact and the recommendation as follows:

The section on home occupations in the Zoning Ordinance contains regulations about how a home occupation shall be incidental and subordinate to the principal residential use of the premises and shall not occupy more than 25 percent of the total floor area of the dwelling unit, exclusive of the basement. This section also states that not more than one employee who does not reside in the house may work at the location of the home occupation.

The section on home occupations also includes lists of appropriate home occupations and a list of prohibited home occupations. The applicant pointed out that chiropractor offices are more like uses listed as appropriate home occupations in the Zoning Ordinance than like uses listed as prohibited. The list of appropriate home occupations includes art, dancing or music schools, beauty shops, barber shops and tanning salons. The list of offices that are permitted includes professional offices for architects, engineers, planners, lawyers, accountants, bookkeepers, and offices for realtors, insurance agents, brokers, sales representatives, and manufacturing representatives.

The list of prohibited offices for home occupations includes physician, dental or chiropractor clinics. The list of home occupations prohibited includes antiques - retail, grocery sales, equipment rental, automobile and other motor vehicle repair services, veterinary clinics, kennels and stables.

The applicant stated that his office would not require special equipment to operate - only a chair and special table. He indicated that his home would be a secondary office. The primary office would be located in town where he would have an x-ray machine and other specialized equipment. He indicated that having an office at home

would allow him to provide emergency care at times when he would not be available at his office in town.

Therefore, this Board recommends that the text amendment be approved to delete chiropractor clinics from the list of prohibited home occupations and to allow a secondary office of a chiropractor as a permitted use by including chiropractor (secondary office only) in the list of professional offices that are permitted.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 6<sup>th</sup> day of November 2001, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Rick Dean  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

**FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Hunt Henderson, agent for First Busey Trust and Investment Company in case 01-37-S. He is requesting a special use to convert a farm dwelling built after February 11, 1974 to a single family residence in the Agriculture District on a five acre property which is part of Sec. 22, Township 23N, Range 1E of the Third Principal Meridian and is located in Dale Township immediately southeast of the intersection of Roads 1100N and 900E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on November 6, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The five acre property is currently used as a farm dwelling and partially in crop production. The land is relatively flat. The property has 272 feet of frontage on the east side of Road 900E (County Highway 43), an asphalt road 25 feet in width.

**SURROUNDING ZONING AND LAND USES** - The surrounding zoning is A-Agriculture District on all sides. The land use to the north, south and west is in crop production. A farm dwelling is located to the east.

**ANALYSIS OF STANDARDS** After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The dwelling was built as a farm dwelling after February 11, 1974. The owners now want to convey the house on a separate parcel to someone else.
2. This proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted, or substantially diminish property values in the immediate area. The conversion of a farm dwelling to a non-farm dwelling by farm owners is compatible with uses in the vicinity.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The conversion of a farm dwelling by farm owners will not impact nearby property that is used for crop production. Another farm dwelling is located to the east of this dwelling.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been provided. The residence is supplied by water from a private well and sewage disposal by a private septic system that has been approved by the County Health Department. This property has 272 feet of frontage on a public road.
5. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This tract has frontage on a public road. The existing entrance is adequate and provides safe sight distance.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District; to provide for the location and govern the establishment and use of residential uses which are accessory to and necessary for the conduct of agriculture.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also that the application meets one of the individual criteria for establishment of a residential use in the A-Agriculture District. The residential use is found to be necessary for the conduct of agriculture in the area. The house was built as a farm dwelling and is now being set aside from the farm as a single family residence.

Therefore this Board recommends that a special use be granted on the property described above to allow one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend approval, no member opposed, and Member James Finnigan abstained.

Respectfully submitted this 6<sup>th</sup> day of November 2001, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Joe Elble  
David Kinsella  
Rick Dean  
Jerry Hoffman  
Michael Kuritz

**FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the Ellsworth Fire Protection District in case 01-40-S. They are requesting to amend the site plan as approved in special use case 00-56-S which was to allow a fire district substation in addition to a grain elevator in the M-2 District. The request is to allow water storage tanks to be as close as six feet from the property line rather than twelve feet as approved by the County Board in this case. This property is located in Old Town Township in the unincorporated hamlet of Holder, Illinois and commonly known as the Holder Elevator or the McLean County Service Company Elevator.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on November 6, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The two acre property is relatively flat and is used primarily as a grain elevator. The property has 465 feet of frontage on the south side of Fleming Street, 150 feet on the west side of Oak Street and 160 feet on the west side of County Highway 25.

**SURROUNDING ZONING AND LAND USES** - The land to the north is in the R-1 Single Family Residence District and the M-1 Restricted Manufacturing District. The land to the east is in the R-1 District. The land to the south is in the A-Agriculture District. The land to the west is in the M-1 District. The land to the north is used for residences and a shop. The land to the east is used for residences. The land to the south across the railroad right-of-way is used for crop production. The land to the west is used for a shop.

**ANALYSIS OF SIX STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in Article 8 Section 803 of the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant installed two water storage tanks underground after special use case 00-56-S was approved by the County Board on February 20, 2001. The applicant indicated that the location of underground power lines to Evergreen FS were located in a different location than where marked by "JULIE"; therefore, the tanks had to be closer to the north property line than originally anticipated. The location of the water tanks six feet from the property line will not negatively impact the property to the north provided a fence is installed and additional fill is placed over the tanks as indicated below..
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. Since the water tanks are underground

and the surface area has been leveled in a manner that will not effect drainage of the adjacent property, their location will have little effect on adjacent land.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The underground water tanks will not impact the existing dwelling to the north.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. Access to the water tanks from a public road is adequate. These water tanks will improve the ability of the Ellsworth Fire District to provide water protection to the area, particularly to nearby residences and the grain elevator.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The existing entrance is adequate.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the M-2 District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the M-2 District.

After considering all the evidence and testimony presented, this Board finds that the application meets all of the standards as found in Article 8 Section 803 (Standards for Special Use Permits) of the Zoning Ordinance provided the a chain link fence six feet in height with slats inserted in the links to block visibility from adjacent property is installed by December 20, 2001 as a screen and that additional fill is placed over the underground tanks where settling has occurred.

Therefore this Board recommends that the amended special use be granted on the property described above to amend the site plan as approved in special use case 00-56-S to allow a water storage tanks to be as close as six feet from the property line rather than twelve feet as approved by the County Board with the above described conditions.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend approval, none opposed and no members were absent.

Respectfully submitted this 6<sup>th</sup> day of November 2001 McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Rick Dean  
Joe Elble  
Jim Finnigan  
Michael Kuritz  
David Kinsella  
Jerry Hoffman



APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2001  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND


WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr/>					
Finance Committee					
	FUND 0001 DEPARTMENT 0003 COUNTY AUDITOR PGM 0003 AUDITING				
0832 0001	PUR.FURNISHINGS/OFF.EQUIP	1,090.00		0621 0001 OPERATIONAL SUPPLIES	1,090.00
		1,090.00			1,090.00
		=====			=====
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0760 0001	CONTINGENT	3,900.00			
		3,900.00			
		=====			=====
Justice Committee					
	FUND 0001 DEPARTMENT 0018 JURY COMMISSION PGM 0017 JUROR SELECTION & ADMIN.				
				0629 0001 LETTERHEAD/PRINTED FORMS	3,900.00-
					3,900.00-
		=====			=====

ADOPTED BY THE County Board of McLean County, Illinois

THIS 20TH DAY OF NOVEMBER, 2001

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY

# PROCLAMATION

## *Declaring the Official Christmas Ornament for the City of Bloomington, Town of Normal and McLean County, Illinois*

**WHEREAS**, Easter Seals-UCP is offering a Christmas ornament for 2001, its twelfth year, which features the historic Camelback Bridge; and

**WHEREAS**, each ornament comes with a numbered limited edition Certificate highlighting the history of the Camelback Bridge; and


**WHEREAS**, all of the proceeds from the sale of the said ornament will benefit the programs and services of Easter Seals-UCP in McLean County, including pediatric therapy services as well as programs at Timber Pointe Outdoor Center located at Lake Bloomington; and


**WHEREAS**, the Easter Seals ornament represents our hope that each and every person who is working to overcome a disability will be given the opportunity to lead an independent and productive life,

**NOW, THEREFORE**, We, Judy Markowitz, as Mayor of the City of Bloomington, Kent Karraker, as Mayor of the Town of Normal and Michael Sweeney, as Chairman of the McLean County Board, do hereby proclaim the ornament to be the official City of Bloomington, Town of Normal and County of McLean Christmas Ornament for 2001 and urge our citizens to support the programs and services of Easter Seals-UCP by purchasing one of these limited edition ornaments.


**AND FURTHER**, we urge community awareness of the efforts of Easter Seals-UCP on this 22nd day of October, 2001.

  
Judy Markowitz  
Mayor, Bloomington

  
Kent Karraker  
Mayor, Normal

  
Michael Sweeney  
Chairman, McLean  
County Board

  
Tracey Covert  
City Clerk, Bloomington

  
Wendy Briggs  
City Clerk, Normal

  
Peggy Ann Milton  
County Clerk, McLean



McLEAN COUNTY BOARD  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400

Michael F. Sweeney  
Chairman  
Bloomington, Illinois 61702-2400

November 15, 2001

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the Jury Commission to approve a photocopier maintenance agreement with CDS Office Technologies.

The maintenance agreement is for a period of one year. Funding for the annual maintenance expense has been appropriated in the Jury Commission departmental budget.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District 01 Stan Henschen Joseph Bermyer	District 02 Michael R. Sweeney Diane R. Sault	District 03 Roy Rasmussen S.H. "Duffy" Ross	District 07 John J. "Jack" Polomey RA. "Bub" Berglund	District 09 Gene Jacon Adam D. Krueger
District 05 Matt Satterman W. Bill Bennett	District 04 Luis Johnson Dr. Robert L. Arnold	District 06 George J. Gordon David R. W. Satter	District 08 Paul R. Sigalichino Tom Renner	District 10 Benjamin J. Owens Bob Nuckolls

<b>Region</b>	<b>Chicago</b>	<b>Chicago</b>	<b>Peoria</b>	<b>Springfield</b>	<b>St. Louis</b>	<b>South Bend</b>	<b>Terre Haute</b>
<b>Indiana Proxy</b>	807 E. University Ave Chicago, IL 61820 217-331-3048 (FAX) 217-331-7084	539 W. 5th Ave Naperville, IL 60563 630-308-8034 (FAX) 630-308-8878	1823 N. Lincoln Peoria, IL 61603 308-696-8828 (FAX) 308-696-1345	812 S. Orman Parkway Springfield, IL 62703 217-538-8828 (FAX) 217-753-8838	1844 Lambert Business Center O'Fallon, MO 63314 314-423-8083 (FAX) 314-423-8082	3310 Highway 22 South Bend, IN 46608 216-257-1888 (FAX) 216-257-3860	4300 S. 7th Terre Haute, IN 47807 812-238-8878 (FAX) 238-8888

**COPIER EQUIPMENT MAINTENANCE PROGRAM**

Customer # 16429  
Name MCLEAN COUNTY JURY COMMISSION  
Location 104 WEST FRONT, 5TH FLOOR  
BLOOMINGTON IL 61701

Contract # CONT007042  
Copier MIN 2050  
Serial # 3157501  
Contract Period 10/10/2001 - 10/10/2002  
Initial Meter 208871

CDS OFFICE TECHNOLOGIES, hereby agrees with the above Customer, in consideration of the agreements herein, to maintain the listed copier upon the following terms and conditions

- CDS will supply all labor and all replacement parts with no extra charge (except as stated in point '7' and '8' below); required to maintain said copier in its present condition throughout the term hereof. All work will be performed during regular business hours.
- CDS will, for the purposes of such maintenance, inspect said copier as frequently as may be reasonably requested by the Customer.
- CDS will provide as part of this agreement, and at no additional charge, the following copier expendables: photo drums, upper and lower fusing rollers, cleaning rollers, cleaning blades, emergency service calls, and parts through normal use, except as stated in point '7' below.
- The Customer shall pay CDS in accordance with one of the following schedules, A or B:  
A) This agreement is based on 54,000 allowed clicks or one year, whichever comes first, for \$1,265.22. All clicks over the allowed number used during this time will be billed at \$0.2343 per click. If the number of copies specified is exceeded before the end of one year, a new contract will be sent at a higher volume, and the old contract will be considered expired by meters.

OR

B) A cost per click rate of \_\_\_\_\_ will be billed on a monthly basis for all clicks used that month (Minimum monthly billing of \_\_\_\_\_). This agreement is valid for one year, and must start on the date of installation (Initial meter reading required.) Meter readings must be reported on a monthly basis

- Any paper size larger than a one-sided copy 8 1/2" x 11" will be charged an additional click
- This contract will automatically be renewed each year, at the prevailing CDS rates in effect at the time of renewal unless cancelled in writing by either party on thirty (30) days notice. This agreement is nontransferable and nonrefundable, unless written permission is given in advance by CDS.
- CDS reserves the right to refuse service or supplies to anyone whose account with us is not current
- This contract shall not apply to service made necessary by accident, misuse, abuse, neglect, theft, vandalism, power failure, fire, water, or other casualties or the use of supplies other than those from CDS Office Technologies. Supplies used in said copier shall be purchased from or approved by CDS Office Technologies
- Any special terms or conditions shall be stated here.  
(1) If payment is not received by contract start date you will be responsible for any service calls until payment is received.  
(2) Above contract includes the following items (Fill in if applicable):  
Toner  Yes  No    Developer  Yes  No    Staples  Yes  No    Imaging Unit  Yes  No  
(3) Supply items will be shipped at the customer's expense

CDS ACCEPTANCE:

CUSTOMER ACCEPTANCE

By \_\_\_\_\_

By \_\_\_\_\_

# CDS Office Technologies

612 S. Carlson Parkway  
Springfield, IL 62703  
800-247-4771

October 10, 2001

McLean County Jury Commission  
104 West Front, 5<sup>th</sup> Floor  
Bloomington, IL 61701

Dear Valued Customer:

The current maintenance contract on your Minolta 2050 copier, serial number 3157501 expired by meter count. Your original contract covered 1 year or 44,000 copies; whichever came first. The enclosed invoices include a bill for copies made over your agreement and an offer for another contract. The new contract reflects your calculated annual volume.

Thank you for allowing CDS to service your equipment needs.

Sincerely,



Don Miner  
Contracts Clerk

## CONTRACT – INMATE CHAPLAIN

This contract entered into this 7<sup>th</sup> day of ~~December~~<sup>Nov</sup>, 2001 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,283.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2002. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.


This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.


ADOPTED by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of December NOV. 2001.

  
Colleen Bennett

  
Sheriff Dave Owens

  
APPROVED  
Michael Sweeney, Chairman  
McLean County Board

ATTEST:

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



**McLEAN COUNTY BOARD**  
 (309) 888-5110 FAX (309) 888-5111  
 104 W. Front Street P.O. Box 2400

**Michael F. Sweeney**  
 Chairman  
 Bloomington, Illinois 61702-2400

November 15, 2001

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends that the Resolution Requesting State Funding of Residential Treatment for Selected Juvenile Offenders be referred to the Board's Legislative Liaison member and to the County's legislative lobbyist for inclusion in the County's 2002 Legislative Program.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

<b>District #1</b> Stan Hession Joseph Bonvise	<b>District #3</b> Michael F. Sweeney Diane R. Bostic	<b>District #5</b> Roy Redman S.H. "Duffy" Bosz	<b>District #7</b> John J. "Jack" Posamey PA. "Aue" Berglund	<b>District #9</b> Gene Blitch Adam D. Branger
<b>District #2</b> Mark Sorensen W. Bill Emmert	<b>District #4</b> Suse Johnson Dr. Robert L. Arnold	<b>District #6</b> George J. Gordon David F. W. Satter	<b>District #8</b> Paul R. Segobiano Teri Renner	<b>District #10</b> Sanderson J. Owens Bob Nichols



**RESOLUTION REQUESTING STATE  
FUNDING OF RESIDENTIAL TREATMENT FOR  
SELECTED JUVENILE OFFENDERS**

WHEREAS, the state of Illinois has adopted the principle of Restorative Justice as the goal of the Illinois Juvenile Justice system.

WHEREAS, The central tenets of Restorative Justice are:

- 1) Competency development of youthful offenders - Offenders who enter the juvenile justice system should be more capable when they leave than when they entered.
- 2) Community safety - Juvenile justice has a responsibility to protect the public from juveniles in the system.
- 3) Accountability - When an individual commits an offense, the offender incurs an obligation to individual victims and the community.

WHEREAS, the Restorative Justice model requires that in selected circumstances treatment for Juvenile offenders is more appropriate than incarceration.

WHEREAS, a juvenile who has received treatment has a better chance of becoming a contributing member of our community as an adult.

WHEREAS, treatment of a youth offender may prevent him/her from committing further crimes, thereby resulting in significant emotional, mental, physical and economic savings to society.

WHEREAS, the Illinois State Legislature has previously recognized the need to treat rather than incarcerate children and has provided for substantial aid to counties by directing the Department of Children and Family Services to allocate up to three percent (3%) of its budget for residential treatment of minors. (705 ILCS 405/6-10 and 705 ILCS 405/6-11).

WHEREAS, three percent (3%) of Department of Children and Family Services Budget for Fiscal Year(FY) 2001 was \$27,816,621 from a total budget of \$927,220,700.

WHEREAS, the Department of Children and Family Services budgeted only \$344,600 of a possible \$27,816,621 for residential treatment, thus providing less that 1.2% of what could be provided under Illinois law.

WHEREAS, the Department of Children and Family Services has, despite the express intent of the Legislature, budgeted an inadequate amount for residential treatment of juvenile offenders, thereby placing the burden of treatment costs almost entirely on individual counties, which have little or no flexibility in their budgets.

NOW THEREFORE, BE IT RESOLVED BY THE MCLEAN COUNTY BOARD:

The McLean County Board requests that the Governor and Legislature provide adequate funding to treat juvenile offenders commencing on July 1, 2002 with State of Illinois Fiscal Year(FY) 2003 and thereafter.

Resolved and passed this \_\_\_ day of October, 2001.

McLean County Board

\_\_\_\_\_

By: \_\_\_\_\_, Chairman

Attest: \_\_\_\_\_

\_\_\_\_\_, McLean County Clerk

**PAUL L MANGIERI**

Knox County State's Attorney  
Knox County Courthouse  
Galesburg, IL 61401

Felony Division

Jonathon T. Schlake, First Assistant

Juvenile & Domestic Violence Division

Dean A. Stone, Assistant

Family Support Enforcement Division

Steven R. Watts, Assistant

Traffic & Misdemeanor Division

Tracy J. Johnson, Assistant

Telephone: (309) 345-3880

Telefax: (309) 345-0126

October 2, 2001

**RECEIVED**

OCT 09 2001

STATE ATTORNEY'S OFFICE  
MCLEAN COUNTY

Charles G. Reynard  
McLean County State's Attorney  
Law & Justice Center, 104 West Front Street  
Bloomington, IL 61701

Dear Mr. Reynard,

As you are aware, costs for juvenile detention are divided into two (2) categories -- detention in secure facilities and in non-secure facilities. Most juveniles in secure facilities are in a predisposition phase of their case, awaiting a detention hearing, serving a sentence, or have been sentenced to a therapy program while in detention as a condition of probation. Juveniles in non-secure treatment facilities are there as a condition of court ordered probation. The facilities treat a wide variety of problems such as behavior disorders, sex offenders, and individuals with severe drug/alcohol problems.

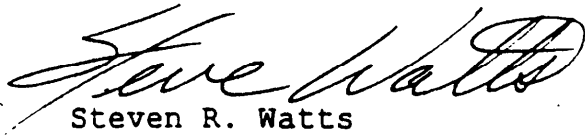
Counties currently pay the entire cost of placement in non-secure facilities, except for approximately 25% of the treatment portion which is reimbursed by medicaid for eligible individuals receiving public assistance. However, Illinois law (705 ILCS 405/6-10 and 11) provides for discretionary funding by the Department of Children and Family Services at 100 times the current level of state funding. (see enclosed statutes and letter to county board members)

Enclosed is information concerning an initiative we have started in Knox County. The County Board letter with

Enclosed is information concerning an initiative we have started in Knox County. The County Board letter with supporting documentation and proposed Resolution may be distributed to members of your county board, or if you desire, may be reproduced on your letterhead and provided to county board members.

It is my hope that after review you will be able to enthusiastically support this initiative and the enclosed Resolution, which has already been adopted by Knox, Henderson, Fulton, McDonough, Warren and Bureau counties. I hope that with your help your County Board will adopt the Resolution at their November meeting. I will call you next week. Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Steve Watts".

Steven R. Watts  
Knox County Assistant State's  
Attorney

cc: Director of Court Services/Chief Probation Officer

# KNOX COUNTY STATE'S ATTORNEY'S OFFICE

PAUL L MANGIERI  
STATE'S ATTORNEY

TELEPHONE 309/343-3819 or 3821  
TELEFAX 309/343-0126

STEVEN R. WATTS  
ASSISTANT STATE'S ATTORNEY  
FOR FAMILY SUPPORT MATTERS

KNOX COUNTY COURTHOUSE  
GALESBURG, IL 61401

September 12, 2001

County Board Members

Re: Treatment costs for juveniles paid by counties

Dear County Board Member,

On a weekly basis prosecutors, defense attorneys, judges, and welfare officials are faced with the decision whether or not to send a juvenile offender to a residential treatment facility. On its face it seems an easy decision, early treatment may result in turning a youngster away from a life of drugs and crime. However, according to statistics compiled by the Administrative Office of Illinois Courts, in 61 out of 102 counties in Illinois, the decision is always NOT to order treatment. Even counties with large populations such as Madison(258,941), St.Clair(256,082), Champaign(179,669), Macon(114,706), and Vermilion(83,919), do not place children in residential treatment. It is hard to imagine counties with such large populations not having the need to place some juveniles in treatment facilities. One theory, rooted in local experience, is that those counties, due to prosecutorial or judicial practice and custom, have a policy of non-placement. The probable reason? Costs, which vary between \$100 and \$250 per day, can quickly escalate into the tens of thousands of dollars for treatment of just one offender.

Enclosed are statistics, entitled Expenditures Report for County FY 99 Probation and Court Services, furnished by the Administrative Office of Illinois Courts. The item entitled "Childcare Expenditures" is the line which reflects residential treatment costs. Sixty-one (61) counties have zero costs expended for placement. The other 41 counties have costs as low as:

\$10 (Washington/Perry)  
\$1421 (Menard)  
\$3120 (Livingston)  
\$7896 (Mercer)

In contrast, counties in the Ninth Judicial Circuit had substantial child care (treatment) expenditures during FY 99:

Fulton (\$154,216)  
Hancock (\$40,961)  
Henderson (\$0)  
Knox (\$62,052)  
McDonough (\$75,702)  
Warren (\$111,055)

Nearby counties also had large costs:

Henry (\$301,653)  
Rock Island (\$623,787)  
Peoria (\$1,041,213)  
Tazewell (\$451,770)

Costs for juvenile detention are divided into two (2) categories -- detention in secure facilities and in non-secure facilities. Most juveniles in secure facilities, such as the Mary Davis Home in Knox County, are in a predisposition phase of their case, awaiting a detention hearing, serving a sentence, or have been sentenced to a therapy program while in detention as a condition of probation. Juveniles in non-secure treatment facilities are there as a condition of court ordered probation. The facilities treat a wide variety of problems such as behavior disorders, sex offenders, and individuals with severe drug/alcohol problems. Facilities often used in this region of the State include: Arrowhead Ranch, Rock Island County; Salem Children's Home, Livingston County ; Chaddock, Adams County; The Mill, Winnebago County; Onarga, Iroquois County; Sleezer Youth Home, Stephenson County; and Youth Farm Inc., Peoria County.

Currently counties pay all costs for juveniles in residential treatment in non-secure facilities, except for approximately 25% paid by Medicare. Illinois law gives the Department of Children and Family Services (DCFS) the discretion to use up to 3% of its budget to help defray treatment costs. For FY 2000, the budget for DCFS was \$925,255,600.00. Three percent (3%) of the budget was \$27,757,668.00. The actual amount budgeted for these treatment costs was \$336,000.

The allocation of \$336,000 by DCFS is inadequate to assure treatment to all but a minuscule percentage of the children who need it. Moreover, by placing the burden of treatment costs solely on financially strapped counties, the current system of funding discourages prosecutors, defense attorneys, judges, and court services from placing children for treatment.

An organized effort by Illinois counties may be able to correct this problem. I suggest a two-pronged approach. First, counties should work through their statewide County associations and with their legislators to require DCFS to more equitably fund treatment costs. Second, working through their statewide County associations and with their legislators counties should work to establish a new funding formula with the State and individual counties each paying a percentage of the costs of treatment.

One of the truisms of life is that an "ounce of prevention, is worth a pound of cure." If we fail to intervene and give treatment to children who need it, we know the probable result will be greater costs to society in the future. I ask the County Board to adopt the enclosed Resolution and support a more equitable funding formula.

Very truly yours,

Steven R. Watts  
Knox County Assistant State's  
Attorney

JUN 14 2001

C.S.D. M.D.H.

EXPENDITURES REPORT  
COUNTY FY99 PROBATION AND COURT SERVICES

CIRCUIT	DEPARTMENT	PROBATION OPERATIONS	DETENTION FACILITIES	TOTAL EXPENDITURES	CHILD CARE EXPENDITURES	OUT OF COUNTY DETENTION	CIRCUIT DEPARTMENT
1st	CIRCUIT TOTAL	\$2,241,522.00	\$0.00	\$2,241,522.00	\$0.00	\$0.00	CIRCUIT TOTAL
2nd	CRAWFORD/LAWRENCE	\$202,099.44		\$202,099.44	\$0.00	\$33,921.20	CRAWFORD/LAWRENCE
	GALLATIN/HARDIN				\$0.00	\$0.00	GALLATIN/HARDIN
	WABASH/WHITE	\$284,573.11		\$284,573.11	\$0.00	\$25,622.40	WABASH/WHITE
	WAYNE/RICHLAND				\$0.00		WAYNE/RICHLAND
	EDWARDS	\$280,796.64		\$280,796.64	\$0.00	\$0.00	EDWARDS
	FRANKLIN/JEFFERSON				\$0.00		FRANKLIN/JEFFERSON
	HAMILTON	\$840,566.19		\$840,566.19	\$0.00	\$220,182.44	HAMILTON
	CIRCUIT TOTAL	\$1,608,035.58	\$0.00	\$1,608,035.58	\$0.00	\$279,726.04	CIRCUIT TOTAL
3rd	ROND	\$157,099.22		\$157,099.22	\$0.00	\$22,129.22	ROND
	MADISON	\$4,691,642.00	\$1,979,049.00	\$6,670,691.00	\$0.00	\$0.00	MADISON
	CIRCUIT TOTAL	\$4,854,741.22	\$1,979,049.00	\$6,833,790.22	\$0.00	\$22,129.22	CIRCUIT TOTAL
4th	CHRISTIAN	\$426,932.65		\$426,932.65	\$0.00	\$6,865.00	CHRISTIAN
	CLAY	\$197,578.00		\$197,578.00	\$0.00	\$0.00	CLAY
	CLINTON	\$205,509.41		\$205,509.41	\$0.00	\$14,909.74	CLINTON
	ETTINGHAM	\$447,802.52		\$447,802.52	\$0.00	\$11,165.02	ETTINGHAM
	FAYETTE	\$236,422.00		\$236,422.00	\$0.00	\$21,060.00	FAYETTE
	JASPER	\$58,282.00		\$58,282.00	\$0.00	\$0.00	JASPER
	MARION	\$690,019.00		\$690,019.00	\$0.00	\$0.00	MARION
	MONTGOMERY	\$252,732.29		\$252,732.29	\$0.00	\$0.00	MONTGOMERY
	SHIELDS	\$82,076.00		\$82,076.00	\$0.00	\$2,246.00	SHIELDS
	CIRCUIT TOTAL	\$2,597,373.87	\$0.00	\$2,597,373.87	\$0.00	\$36,245.76	CIRCUIT TOTAL
5th	CLARK	\$124,099.00		\$124,099.00	\$0.00	\$42,717.00	CLARK
	COFFEE/CUMBERLAND	\$775,192.00		\$775,192.00	\$0.00	\$67,016.00	COFFEE/CUMBERLAND
	LINGAR	\$219,863.18		\$219,863.18	\$0.00	\$4,950.94	LINGAR
	VERMILION	\$1,535,506.77		\$1,535,506.77	\$0.00	\$16,840.00	VERMILION



EXPENDITURES REPORT  
 COUNTY FY 99 PROBATION AND COURT SERVICES

CIRCUIT	DEPARTMENT	PROBATION OPERATIONS	DETENTION FACILITIES	TOTAL EXPENDITURES	CHILD CARE EXPENDITURES	OUT OF COUNTY DETENTION	CIRCUIT DEPARTMENT
	CIRCUIT TOTAL	\$3,672,661.15	\$0.00	\$2,672,661.15	\$0.00	\$481,541.04	CIRCUIT TOTAL
4th	CHAMPAIGN	\$1,550,894.00	\$887,266.00	\$2,438,160.00	\$0.00	\$0.00	CHAMPAIGN
	DEWITT	\$186,763.37		\$186,763.37		\$0.00	DEWITT
	DOUGLAS	\$155,077.00		\$155,077.00		\$9,493.00	DOUGLAS
	MACON	\$1,581,978.20	\$666,982.21	\$2,228,960.41		\$0.00	MACON
	MCULTREH	\$115,710.20		\$115,710.20		\$20,109.20	MCULTREH
	PIATT	\$215,067.99		\$215,067.99		\$10,000.00	PIATT
	CIRCUIT TOTAL	\$3,805,490.76	\$1,534,248.21	\$5,339,738.97	\$0.00	\$19,804.20	CIRCUIT TOTAL
7th	GREENESCOTT	\$69,366.00		\$69,366.00		\$0.00	GREENESCOTT
	JERSEY	\$86,146.37		\$86,146.37		\$7,400.00	JERSEY
	MACCUPIN	\$386,937.04		\$386,937.04		\$0.00	MACCUPIN
	MORGAN	\$478,674.00		\$478,674.00		\$41,330.00	MORGAN
	SANGAMON ADULT	\$1,189,773.00		\$1,189,773.00		\$0.00	SANGAMON ADULT
	SANGAMON JUVENILE	\$912,374.00	\$983,701.00	\$1,896,075.00	\$14,449.00	\$0.00	SANGAMON JUVENILE
	CIRCUIT TOTAL	\$3,123,290.41	\$983,701.00	\$4,106,991.41	\$14,449.00	\$48,970.00	CIRCUIT TOTAL
8th	ADAMS	\$901,915.00	\$1,013,989.00	\$1,915,904.00	\$87,474.00	\$0.00	ADAMS
	CALHOUN	\$40,213.32		\$40,213.32	\$0.00	\$2,435.00	CALHOUN
	CASS	\$123,897.00		\$123,897.00	\$0.00	\$0.00	CASS
	MASON	\$158,842.40		\$158,842.40	\$0.00	\$14,110.00	MASON
	MCNARD	\$82,336.97		\$82,336.97	\$1,421.00	\$0.00	MCNARD
	PIKE	\$152,237.18		\$152,237.18	\$0.00	\$3,440.00	PIKE
	SCHUYLER/BROWN	\$41,097.00		\$41,097.00	\$0.00	\$247.00	SCHUYLER/BROWN
	CIRCUIT TOTAL	\$1,500,338.87	\$1,013,989.00	\$2,514,327.87	\$88,893.00	\$370,747.00	CIRCUIT TOTAL
9th CIRCUIT		\$1,965,676.44	\$2,065,072.00	\$4,030,748.44	\$443,987.49	\$83,540.00	9th CIRCUIT
	CIRCUIT TOTAL	\$1,965,676.44	\$2,065,072.00	\$4,030,748.44	\$443,987.49	\$83,540.00	CIRCUIT TOTAL
10th	MARSHALL	\$55,011.99		\$55,011.99	\$0.00	\$0.00	MARSHALL

EXPENDITURES REPORT  
COUNTY FY99 PROBATION AND COURT SERVICES

CIRCUIT	DEPARTMENT	PROBATION OPERATIONS	DETENTION FACILITIES	TOTAL EXPENDITURES	CHILD CARE EXPENDITURES	OUT OF COUNTY DETENTION	CIRCUIT DEPARTMENT
11th	FLORIDA	\$3,486,194.00	\$2,099,165.00	\$5,585,359.00	\$1,041,211.00	\$141,922.00	FLORIDA
	PITTMAN/STARK	\$0.00		\$0.00	\$0.00	\$0.00	PITTMAN
	TAZEWELL	\$1,899,847.00		\$1,899,847.00	\$451,770.00	\$99,118.00	TAZEWELL
	CIRCUIT TOTAL	\$5,641,085.99	\$2,099,165.00	\$7,740,250.99	\$1,492,983.00	\$241,040.00	CIRCUIT TOTAL
11th	FORD	\$379,335.48		\$379,335.48	\$0.00	\$118,863.31	FORD
	LIVINGSTON	\$643,514.57		\$643,514.57	\$3,120.00	\$80,161.56	LIVINGSTON
	LOGAN	\$265,959.00		\$265,959.00	\$0.00	\$0.00	LOGAN
	MCLEAN	\$1,723,762.00	\$1,191,511.00	\$2,915,273.00	\$122,346.00	\$0.00	MCLEAN
11th	WOODFORD	\$450,210.00		\$450,210.00	\$0.00	\$0.00	WOODFORD
	CIRCUIT TOTAL	\$3,462,781.05	\$1,191,511.00	\$4,654,292.05	\$325,466.00	\$199,024.87	CIRCUIT TOTAL
12th	WILL	\$2,390,043.00	\$5,856,636.00	\$8,246,679.00	\$0.00	\$0.00	WILL
	CIRCUIT TOTAL	\$2,390,043.00	\$5,856,636.00	\$8,246,679.00	\$0.00	\$0.00	CIRCUIT TOTAL
13th	BUREAU/GRUNDY	\$1,039,630.00	\$771,854.00	\$1,811,484.00	\$93,103.00	\$58,023.00	BUREAU/GRUNDY
	LASALLE	\$1,019,630.00	\$771,854.00	\$1,811,484.00	\$93,101.00	\$58,023.00	LASALLE
14th	HENRY	\$906,522.00		\$906,522.00	\$101,633.00	\$0.00	HENRY
	MERCER	\$142,708.00		\$142,708.00	\$7,896.00	\$9,874.00	MERCER
	ROCK ISLAND	\$2,785,084.00		\$2,785,084.00	\$623,787.00	\$240,660.00	ROCK ISLAND
	WHITESIDE	\$0.00		\$0.00	\$0.00	\$0.00	WHITESIDE
14th	CIRCUIT TOTAL	\$3,833,814.00	\$0.00	\$3,833,814.00	\$93,336.00	\$249,734.00	CIRCUIT TOTAL
	CARROLL	\$151,976.37		\$151,976.37	\$0.00	\$23,026.91	CARROLL
15th	JODAVIESS	\$195,926.72		\$195,926.72	\$400.00	\$3,225.00	JODAVIESS
	LFC	\$486,065.87		\$486,065.87	\$111,909.74	\$16,700.00	LFC
	MCIT	\$629,493.29	\$816,496.41	\$1,465,989.72	\$47,914.00	\$29,165.00	MCIT
	STEFFIENSON	\$648,745.00		\$648,745.00	\$0.00	\$0.00	STEFFIENSON
15th	CIRCUIT TOTAL	\$2,112,157.25	\$816,496.41	\$2,948,653.66	\$160,221.74	\$74,111.91	CIRCUIT TOTAL

EXPENDITURES REPORT  
COUNTY FY99 PROBATION AND COURT SERVICES

CIRCUIT	DEPARTMENT	PROBATION OPERATIONS	DETENTION FACILITIES	TOTAL EXPENDITURES	CHILD CARE EXPENDITURES	OUT OF COUNTY DETENTION	CIRCUIT DEPARTMENT
16th	DEKALB	\$550,178.00		\$550,178.00	\$75,578.00	\$125,000.00	DEKALB
	KANE	\$5,113,463.00	\$2,610,319.00	\$7,723,782.00	\$0.00	\$0.00	KANE
	KENDALL	\$428,115.82		\$428,115.82	\$44,014.03	\$85,890.00	KENDALL
	CIRCUIT TOTAL	\$6,091,756.82	\$2,610,319.00	\$8,702,075.82	\$119,592.03	\$206,815.00	CIRCUIT TOTAL
17th	INDIANE	\$0.00		\$0.00	\$0.00	\$0.00	INDIANE
	WINNEBAGO	\$3,327,755.89	\$1,556,848.60	\$4,884,604.49	\$453,203.64	\$0.00	WINNEBAGO
	CIRCUIT TOTAL	\$3,327,755.89	\$1,556,848.60	\$4,884,604.49	\$453,203.64	\$0.00	CIRCUIT TOTAL
18th	DUPAGE	\$7,239,305.00	\$3,955,006.00	\$11,194,311.00	\$2,008,711.70	\$0.00	DUPAGE
	CIRCUIT TOTAL	\$7,239,305.00	\$3,955,006.00	\$11,194,311.00	\$2,008,711.70	\$0.00	CIRCUIT TOTAL
19th	LAKE	\$6,905,973.76	\$3,158,706.47	\$10,064,680.23	\$787,366.23	\$0.00	LAKE
	MCHENRY	\$3,397,842.00		\$3,397,842.00	\$229,034.00	\$439,083.00	MCHENRY
	CIRCUIT TOTAL	\$10,303,815.76	\$3,158,706.47	\$13,462,522.23	\$1,016,400.23	\$439,083.00	CIRCUIT TOTAL
20th	ST. CLAIR	\$2,073,708.00	\$1,811,479.00	\$3,885,187.00	\$0.00	\$0.00	ST. CLAIR
	RANDOLPH/AMONROE/						RANDOLPH/AMONROE/
	WASHINGTON/PERRY	\$364,515.00		\$364,515.00	\$10.00	\$48,308.00	WASHINGTON/PERRY
CIRCUIT TOTAL	\$2,438,223.00	\$1,811,479.00	\$4,249,702.00	\$10.00	\$48,308.00	CIRCUIT TOTAL	
21st	IRROUOIS	\$242,166.00		\$242,166.00	\$5,327.00	\$21,649.00	IRROUOIS
	KANKAKEE	\$1,019,988.00		\$1,019,988.00	\$46,683.00	\$266,598.00	KANKAKEE
CIRCUIT TOTAL	\$1,262,154.00	\$0.00	\$1,262,154.00	\$52,010.00	\$288,247.00	CIRCUIT TOTAL	
DOWNSTATE TOTAL:		\$73,513,852.06	\$31,424,080.71	\$104,937,932.77	\$7,702,370.83	\$2,757,997.94	DOWNSTATE TOTAL
COOK	ADULT	\$38,241,841.00		\$38,241,841.00	\$0.00	\$0.00	ADULT
	JUVENILE	\$41,004,017.00		\$41,004,017.00	\$13,951,518.00	\$0.00	JUVENILE
	SOCIAL SERVICE	\$12,091,310.00		\$12,091,310.00	\$0.00	\$0.00	SOCIAL SERVICE

EXPENDITURES REPORT  
 COUNTY FY99 PROBATION AND COURT SERVICES

CIRCUIT	DEPARTMENT	PROBATION OPERATIONS	DETENTION FACILITIES	TOTAL EXPENDITURES	CHILD CARE EXPENDITURES	OUT OF COUNTY DETENTION	CIRCUIT TOTAL
	CIRCUIT TOTAL	\$91,337,568.00	\$0.00	\$91,337,568.00	\$13,951,518.00	\$0.00	
	STATEWIDE TOTAL	\$164,851,470.06	\$11,424,080.71	\$196,275,550.77	\$21,654,088.83	\$2,757,997.91	\$2,757,997.91

Mike,  
 Per your request,  
 Please call if you  
 have any questions.  
 Jim

"Articles IV or", added present subdivision (3)(b); redesignated former subdivision (3)(b) as present subdivision (3)(c); and in subsection (3), in the second sentence, inserted "the Department of Human Services", inserted "of Public Aid, Department of Human Services", inserted "Department of Human Services" and inserted "Illinois".

The 1997 amendment by P.A. 90-157, effective January 1, 1998, in subsection (1) added the third paragraph.

The 1997 amendment by P.A. 90-483, effective January 1, 1998, in subsection (1), in the first paragraph, in the second sentence, inserted "or her" and deleted the fifth sentence which read "On appropriation and with the notice as it may direct, the court may alter the payment or may compromise or waive arrearages in such a manner as appears reasonable and proper" and added the third paragraph (now fourth).

The 1998 amendment by P.A. 90-390, effective January 1, 1999, in the first paragraph of subsection (1), substituted "5-740" for "5-29" in the second sentence, and inserted the third sentence.

The 1998 amendment by P.A. 90-455, effective July 30, 1998, incorporated the amendments by P.A. 90-157 and P.A. 90-483.

The 1999 amendment by P.A. 91-357, effective July 29, 1999, substituted "Section 3-501" for "Section 3-10" in the first sentence of the third paragraph of subsection (1).

**705 ILCS 405/6-10 State reimbursement of funds**

**Sec. 6-10. State reimbursement of funds.**

(a) Before the 15th day of each month, the clerk of the court shall itemize all payments received by him under Section 6-9 (705 ILCS 405/6-9) during the preceding month and shall pay such amounts to the county treasurer. Before the 20th day of each month, the county treasurer shall file with the Department of Children and Family Services an itemized statement of the amount of money for the care and shelter of a minor placed in shelter care under Sections 2-7, 3-9, 4-6 or 5-410 (705 ILCS 405/2-7, 705 ILCS 405/3-9, 705 ILCS 405/4-6 or 705 ILCS 405/5-410) or placed under Sections 2-27, 3-28, 4-25 or 5-740 (705 ILCS 405/2-27, 705 ILCS 405/3-28, 705 ILCS 405/4-25 or 705 ILCS 405/5-740) before July 1, 1980 and after June 30, 1981, paid by the county during the last preceding month pursuant to court order entered under Section 6-8 (705 ILCS 405/6-8), certified by the court, and an itemized account of all payments received by the clerk of the court under Section 6-9 (705 ILCS 405/6-9) during the preceding month and paid over to the county treasurer, certified by the county treasurer. The Department of Children and Family Services shall examine and audit the monthly statement and account, and upon

finding them correct, shall voucher for payment to the county a sum equal to the amount so paid out by the county less the amount received by the clerk of the court under Section 6-9 (705 ILCS 405/6-9) and paid to the county treasurer but not more than an amount equal to the current average daily rate paid by the Department of Children and Family Services for similar services pursuant to Section 5a of Children and Family Services Act (20 ILCS 505/5a), approved June 4, 1963, as amended. Reimbursement to the counties under this Section for care and support of minors in licensed child caring institutions must be made by the Department of Children and Family Services only for care in those institutions which have filed with the Department a certificate affirming that they admit minors on the basis of need without regard to race or ethnic origin.

(b) The county treasurer may file with the Department of Children and Family Services an itemized statement of the amount of money paid by the county during the last preceding month pursuant to court order entered under Section 6-8 (705 ILCS 405/6-8), certified by the court, and an itemized account of all payments received by the clerk of the court under Section 6-9 (705 ILCS 405/6-9) during the preceding month and paid over to the county treasurer, certified by the county treasurer. The Department of Children and Family Services shall examine and audit the monthly statement and account, and upon finding them correct, shall voucher for payment to the county a sum equal to the amount so paid out by the county less the amount received by the clerk of the court under Section 6-9 (705 ILCS 405/6-9) and paid to the county treasurer. Subject to appropriations for that purpose, the State shall reimburse the county for the care and shelter of a minor placed in detention as a result of any new provisions that are created by the Juvenile Justice Reform Provisions of 1998 (Public Act 90-590).

(Source: P.A. 85-601; 90-590, § 2001-10; 91-357, § 236.)

**Note.**

This section was Ill.Rev.Stat., Ch. 37, para. 306-10.

**Effect of Amendments.**

The 1998 amendment by P.A. 90-390, effective January 1, 1999, added the subsection (a) designation:

substituted "5-410" for "5-7" and "5-740" for "5-29" in the second sentence in subsection (a); and added subsection (b).

Although not indicated as a change in P.A. 90-590, the act also substituted "Children and Family Services Act, approved June 4, 1963, as amended" for "An Act creating the Department of Children and Family Services, codifying its powers and duties, and repealing certain Acts and Sections herein named" in the third sentence.

The 1999 amendment by P.A. 91-357, effective July 29, 1999, added "Public Act 90-590" at the end of subsection (b).

#### 705 ILCS 405/6-11 Annual expenditures; limitation

Sec. 6-11. *Annual expenditures; limitation.* Reimbursements under Section 6-10 [705 ILCS 405/6-10] for any fiscal year may not exceed 3% of the annual appropriation from the General Revenue Fund to the Department of Children and Family Services for its ordinary and contingent expenses for that fiscal year. (Source: P.A. 85-601.)

#### Note.

This section was Ill.Rev.Stat., Ch. 37, para. 806-11.

#### 705 ILCS 405/6-12 County juvenile justice councils

Sec. 6-12. *County juvenile justice councils.* (1) Each county, or group of counties pursuant to an intergovernmental agreement, in the State of Illinois may establish a county juvenile justice council ("council"). Each of the following county officers shall designate a representative to serve on the council: the sheriff, the State's Attorney, Chief Probation Officer, and the county board. In addition, the chief judge may designate a representative to serve on the council.

(a) The council shall organize itself and elect from its members a chairperson and such officers as are deemed necessary. Until a chairperson is elected, the State's Attorney shall serve as interim chairperson.

(b) The chairperson shall appoint additional members of the council as is deemed necessary to accomplish the purposes of this Article and whenever possible shall appoint a local Chief of Police and a representative of a community youth service provider. The additional members may include, but are not limited to, representatives of local law enforcement, juvenile justice agencies, schools,

businesses, and community organizations.

(c) The county juvenile justice council shall meet from time to time, but no less than semi-annually, for the purpose of encouraging the initiation of, or supporting ongoing, interagency cooperation and programs to address juvenile delinquency and juvenile crime.

(2) The purpose of a county juvenile justice council is to provide a forum for the development of a community-based interagency assessment of the local juvenile justice system, to develop a county juvenile justice plan for the prevention of juvenile delinquency, and to make recommendations to the county board, or county boards, for more effectively utilizing existing community resources in dealing with juveniles who are found to be involved in crime, or who are truant or have been suspended or expelled from school. The county juvenile justice plan shall include relevant portions of local crime prevention and public safety plans, school improvement and school safety plans, and the plans or initiatives of other public and private entities within the county that are concerned with dropout prevention, school safety, the prevention of juvenile crime and criminal activity by youth gangs.

(3) The duties and responsibilities of the county juvenile justice council include, but are not limited to:

(a) Developing a county juvenile justice plan based upon utilization of the resources of law enforcement, school systems, park programs, sports entities, and others in a cooperative and collaborative manner to prevent or discourage juvenile crime.

(b) Entering into a written county interagency agreement specifying the nature and extent of contributions each signatory agency will make in achieving the goals of the county juvenile justice plan and their commitment to the sharing of information useful in carrying out the goals of the interagency agreement to the extent authorized by law.

(c) Applying for and receiving public or private grants, to be administered by one of the community partners, that support one or more components of the county juvenile justice plan.

(d) Providing a forum for the presentation of interagency recommendations and the resolution of disagreements relating

**LETTER OF UNDERSTANDING  
BETWEEN  
McLEAN COUNTY BOARD AND THE  
REGIONAL OFFICE OF EDUCATION  
FOR McLEAN AND DEWITT COUNTIES**

**McLEAN COUNTY JAIL EDUCATION PROGRAM**

**IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:**

**1. SCOPE OF PROGRAM:**

**ROE will provide an instructional program for inmates of the JAIL consisting of the following components:**

**A. Instruction for adults.**

**2. RESPONSIBILITIES OF ROE:**

**ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.**

- A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.**
- B. ROE will furnish all textbooks, reference books, and instructional materials for such program.**
- C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.**
- D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.**

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:**

**Mrs. Joyce H. Fritsch, Director  
GED/Adult Literacy Programs  
905 N. Main St. Suite # 2  
Normal, IL 61761  
309-888-9884**

**3. RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.**
- B. The JAIL will provide ROE with the following:**
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.**
  - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.**
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:**

**Thomas Phares, Jail Superintendent  
104 W. Front Street  
Bloomington, IL 61702-2400  
(309) 888-5036**

**4. INSURANCE AND BENEFITS:**

**Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.**

**5. RESOLUTION OF PROBLEMS:**

**ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.**

**6. PRIOR AGREEMENTS AND AMENDMENTS:**



This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2002, through December 31, 2002.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$14,700.00 in two equal payments for conducting the program as follows:

- A. \$7,350.00 no later than January 15, 2002, and
- B. \$7,350.00 no later than July 1, 2002.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: \_\_\_\_\_ Date \_\_\_\_\_, David G. Owens, Sheriff

Regional Office of Education  
McLean and DeWitt Counties

By: Joyce A. Tutsch Date 10-17-01

McLean County Board.

By: [Signature] Date 11/20/01  
Michael Sweeney, Chairman

ATTEST:

[Signature] Date 11/26/01  
Peggy Ann Milton, Clerk of the County  
Board of McLean, Illinois

**Resolution Authorizing the Circuit Clerk to Seek Banking Services**

Whereas, in accordance with Illinois Law, the Circuit Clerk is required to seek approval of the County Board prior to establishing new banking relationships for the Circuit Clerk's office; and,

Whereas, the Circuit Clerk wishes to establish new banking relationships with Federally chartered financial institutions in McLean County; and,

Whereas, the Finance Committee, at its regular meeting on November 6, 2001, recommended approval of the Circuit Clerk's request; now

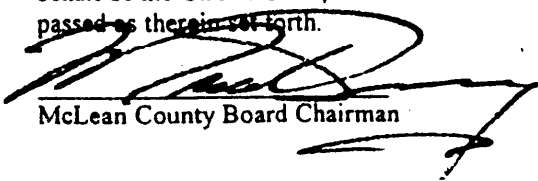
Therefore, be it resolved that Sandra K. Parker, McLean County Circuit Clerk, or her successor in office, is hereby designated and authorized to open and establish operational and investment accounts in the name of the McLean County Circuit Clerk consistent with the Public Funds Investment Act of the State of Illinois. Be it further resolved that the Circuit Clerk has discretion in choosing, establishing, opening and closing accounts in the name of the Circuit Clerk at any Federally chartered financial institution subject to the rules and regulations of the financial institution from time to time in effect; that the persons in the number thereof designated by the Circuit Clerk is hereby authorized for and on behalf of McLean County Circuit Clerk to sign order checks in accordance with State law for payments or withdrawals of money from the said accounts and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by the financial institution any an all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by the McLean County Circuit Clerk; that the endorsement for deposit may be in the form of writing, by stamp, or otherwise with or without designation of signature of the person so endorsing, and that any officer, agent or employee of the McLean County Circuit Clerk, authorized by the Circuit Clerk, to make oral and written requests of the financial institution for the transfer of funds or moneys between accounts maintained by the Circuit Clerk at the financial institution is appropriate.

This is to certify that the foregoing is a true and correct copy of Resolutions duly and legally adopted by the County Board of the County of McLean in an open legal meeting held on the 20 day of November, 2001, and said resolution is now in full force and effect.

Signed and sealed this 26 day of November, 2001.

  
County Clerk

The undersigned member of the governing body, not authorized to sign order checks on behalf of the Circuit Clerk, certifies that the foregoing is a correct copy of a Resolution passed as therein set forth.

  
McLean County Board Chairman

LAW & JUSTICE CENTER  
104 West Front Street Room 404  
P.O. Box 2420  
Bloomington, IL 61702-2420



DIVISION OFFICES  
Criminal: Room 303  
888-5340  
Divorce/Family: Room 1  
888-5340  
Civil: Room out  
888-5340  
Small Claims: Room 404  
888-5340  
Traffic: Room 1  
888-5340

**SANDRA K. PARKER**  
CLERK OF THE CIRCUIT COURT  
COUNTY OF McLEAN  
(309) 888-5301

**M E M O R A N D U M**

**TO:** Honorable Members of the Finance Committee  
John Zennik, McLean County Administrator

**FROM:** Sandra K. Parker *Sandy*  
McLean County Circuit Clerk

**RE:** Authorization for Bank/Investment Accounts, Circuit Clerk

**DATE:** October 19, 2001

I am requesting a County Board Resolution authorizing the McLean County Circuit Clerk to open and maintain both operational and investment accounts with any Federally Chartered financial institution in the matter outlined in the Illinois Public Funds Investment Act. (Sections 235/1 through 235/7 of Illinois Compiled Statutes)

Recently, in attempting to open a new investment account, I was requested to file a "Resolution designating Public depository and authorizing withdrawal of County, City, Village, Town or School district funds." In speaking with the bank representative, I was told that a generic Authorization could be accepted in place of a specifically held public meeting approving a specific bank.

For ease of investment and opportunity to obtain the best services and rates in a rapidly changing environment, a generic resolution will enable me to open/close accounts as rates change to our advantage.

SKP/njc



**Facilities Management**  
104 W. Front Street, P.O. Box 2400  
Bloomington, Illinois 61702-2400  
(309) 888-5192 voice  
(309) 888-5209 FAX [jack@McLean.gov](mailto:jack@McLean.gov)

---

To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: October 26, 2001

Subj: Wind Damage to Exterior Dryvit Panels at 200 W. Front Street

On the early morning of Friday, October 26, 2001, it was discovered that the high-sustained winds of the past two days caused severe damage to the lower three exterior "dryvit" panels on the south side of the McLean County Health Department Building, 200 W. Front Street, Bloomington, Illinois. The middle lower three panels were discovered separated from the locking channels of the exterior structure of the building and were about to fall off the building. Wind speeds of Thursday, October 25, 2001, were registered by ESDA to be 60 mph at times. This high wind caused the side of the far left panel to separate from the window track mullion and the high winds forced it to pull-away from the building, pulling the adjoining two exterior dryvit panels with it.

Emergency crews were summoned immediately from Felmley-Dickerson, Co. as they have had experience with the exterior envelope of the 200 W. Front Street building and wind damage in the past. We were fortunate to have crews arrive quickly to shore up the side of the building before the panels blew off. Facilities Management staff secured the immediate area for safety purposes. We plan to inspect this side of the building on a frequent basis until a permanent repair is made. No other wind damage was noted. The panels cannot be salvaged and will have to be replaced. These particular panels are original to the building.

Felmley-Dickerson is drafting a repair proposal which we hope to have for the Committee's attention at the November 1, 2001. Felmley-Dickerson is the firm that has performed repairs in the past on the building for Champion Federal Savings and Loan Association and First of America Bank.

Thank you.



# FELMLEY-DICKERSON Co.

GENERAL CONTRACTORS CONSTRUCTION MANAGERS

803 E. Lafayette P.O. 1550 Bloomington, IL 61702-1550 Tel. 309-828-4317  
FAX 309-828-5528  
e-mail: bloomington@fdco.com

November 1, 2001

RECEIVED

McLean County Law & Justice Center  
104 W. Front Street  
Bloomington, IL 61701

NOV 01 2001

Facilities Mgt. Div.

Attn: Jack Moody

RE: 200 W. Front Street Building  
(Old Hundman Building)  
FDco. Proj. 0157

Jack,

Following is the cost to do the repairs to the three dryvit panels (approx. 16'-0" x 25'-0") on the south elevation of the 200 W. Front Street Building. These cost include the temporary bracing install 10-26-01, the removal of the damaged panels, the use of 1/2" treated plywood substrate, a 2" foam based dryvit panel, and new sealant at repaired panels.

Labor	\$2,855.00
Material	\$ 920.00
Equipment	\$1,500.00
Subcontract	<u>\$3,870.00</u>
Total	<u>\$8,945.00</u>

(We have excluded any cost associated with permits or temporary heat and enclosures, and note that the color of the new panels will vary from the existing panels)

Please contact us at your earliest convenience if you would like for us to proceed. If you have any questions or require additional information please contact me at 309-275-2847.

Sincerely,

Colin Logue  
Project Manager

CDL:cdl

Cc: JBM', JBMP, CDL, File, DJS, Urbana

*Proven performance since 1936'*





McLEAN COUNTY BOARD  
 (309) 888-5110 FAX (309) 888-5111  
 104 W. Front Street P.O. Box 2400

Michael F. Sweeney  
 Chairman  
 Bloomington, Illinois 61702-2400

November 15, 2001

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Facilities Management to authorize Felmley-Dickerson Co., Bloomington, Illinois, to complete necessary emergency repairs to three dryvit panels on the south elevation of the 200 West Front Street Building. The dryvit panels were damaged as a result of high winds. Felmley-Dickerson Co. submitted a quote of \$8,945.00 to complete the repairs.

Pursuant to the approved County Board policy, the emergency repairs to the dryvit panels have been completed by Felmley-Dickerson Co.

Funding for payment of the emergency repairs has been appropriated in the Facilities Management Department, 200 West Front Street program budget.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

Stated #1 Stan Hamilton Joseph Barwasser	Stated #2 Michael F. Sweeney Diane R. Bastic	Stated #3 Ray Redman B.H. "Duffy" Egan	Stated #7 John J. "Jack" Penney RA. "Abe" Berglund	Stated #8 Gene Bach Adam D. Kranger
Stated #4 Cliff Sorenson W. Bill Brivner	Stated #5 Sue Johnson Dr. Robert L. Arnold	Stated #6 George J. Gordon David F. W. Seltzer	Stated #9 Paul R. Segobiano Tom Renner	Stated #10 Benjamin J. Owens Bob Hutchins

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF CHARLES BROWN  
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2001, of Charles Brown, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and

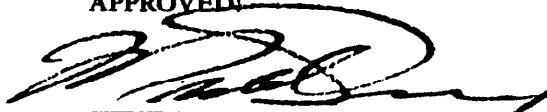
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Charles Brown as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Tom Shields, Attorney of the Pleasant Hills Cemetery Association.


ADOPTED by the County Board of McLean, County, Illinois this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JAMES RUTHERFORD  
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,


WHEREAS, due to the expiration of term of James Rutherford, a member of the McLean County Regional Planning Commission, it is advisable to consider a reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of James Rutherford for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to James Rutherford and the Director of the McLean County Regional Planning Commission.


Adopted by the County Board of McLean County, Illinois, this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
e:\asm\lpr\lpc\_ruth.res



STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF RICHARD BUCHANAN  
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,


WHEREAS, due to the expiration of the term of Richard Buchanan, the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Richard Buchanan for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Richard Buchanan and the Director of the McLean County Regional Planning Commission.


Adopted by the County Board of McLean County, Illinois, this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF RICHARD PERCY  
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

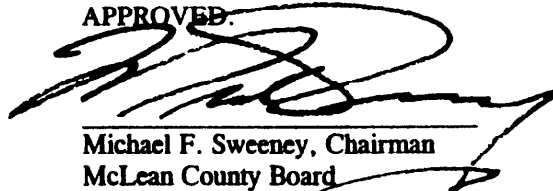
WHEREAS, due to the expiration of term of Richard Percy, a member of the McLean County Regional Planning Commission, it is advisable to consider a reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Richard Percy for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Richard Percy and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\admin\aprc\aprc\_percy.res

A RESOLUTION OF REAPPOINTMENT OF JOHN KLINE  
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2001, of John Kline, as Commissioner of the Public Aid Committee, it is advisable to consider an appointment to this position; and

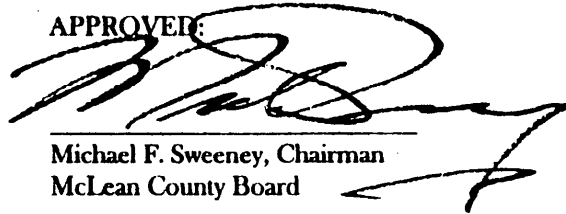
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Kline as a Commissioner of the Public Aid Committee for a two-year term to expire on November 30, 2003, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to the County Board Chairman, 104 West Front Street, Bloomington, Illinois.


ADOPTED by the County Board of McLean, County, Illinois this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\ann\apt\pac\_klin.res

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF ROBERT L. BEHREND'S  
AS A MEMBER OF THE  
McLEAN COUNTY HOUSING AUTHORITY

WHEREAS, due to vacancy in the membership of the McLean County Housing Authority, it is advisable to consider an appointment or reappointment to this position; and,

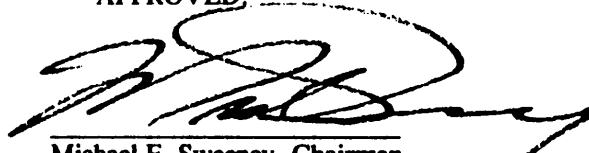
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Robert L. Behrends as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Robert L. Behrends and David Stanczak, Attorney for the Housing Authority.


Adopted by the County Board of McLean County, Illinois, this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\ano\ap\micha\_Behr.res

A RESOLUTION OF APPOINTMENT OF RENAЕ GUSTAFSON  
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to a vacancy on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and

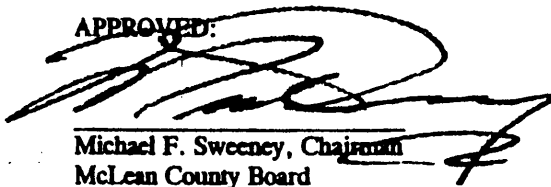
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Renae Gustafson as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Mr. Charles Brown, Pleasant Hills Cemetery Association.

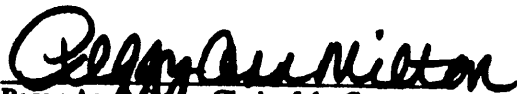
ADOPTED by the County Board of McLean, County, Illinois this 20th day of November, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

Members Owens/Gordon moved the County Board approve the Consent Agenda as presented. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Owens presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Calvary Baptist Academy Varsity Soccer Team during the 2001 soccer season; and

WHEREAS, the Calvary Baptist Academy Varsity Soccer Team recently completed the regular season with a record of 20 wins and 6 losses; and

WHEREAS, the Calvary Baptist Academy Varsity Soccer Team won the Illinois Association of Christian Schools State Soccer Tournament; and

WHEREAS, the Calvary Baptist Academy Varsity Soccer Team has won the state tournament for the first time in eleven years; and

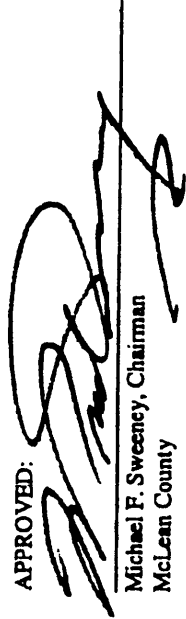
NOW THEREFORE, it is appropriate and fitting for the McLean County Board to recognize and congratulate Calvary Baptist Academy, Head Soccer Coach Jerry McCorkle, Assistant Coach Tim Abney and Team Members: Paul Campbell, James Campbell, Evan Fleming, Greg Fahrenkrug, Tyoshi Ota, Chris King, Andrew Shoemaker, Will McCorkle, Brett Warren, Ryan Litwiller, Justin Monge, Jonathan Clark, Philip Borcia, Luke Miller, Ryan Heeran, Josiah Hansen, and Dan Howerton.

ADOPTED by the McLean County Board this 20th day of November, 2001.

ATTEST:

  
Peggy Ann Milton,  
County Clerk, McLean County

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County

Member Owens recognized the Calvary Baptist Academy Varsity Soccer Team for their very successful season and the seven team members who traveled to New York City on a mission trip.

**EXECUTIVE COMMITTEE:**  
Member Sommer, Vice-Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF NORMAL AND McLEAN COUNTY  
TO PERMIT THE TOWN OF NORMAL TO ACCESS THE LAW  
ENFORCEMENT AGENCIES DATA SYSTEM THROUGH McLEAN COUNTY**

WHEREAS, the Town of Normal (hereinafter the Town) is a municipal corporation and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

WHEREAS, McLean County (hereinafter the County) is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the Town; and

WHEREAS, the Town and the County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings whereby the County will provide the Town access to Law Enforcement Agencies Data System (LEADS), which will provide essential law enforcement information and services to the Town; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Maintain an agreement with LEADS for computer access.
2. Provide access for the Town to the County's LEADS line, 24 hours a day, seven days a week, with the exception of required maintenance and catastrophic down time.

The Town shall:

1. Be responsible for the purchase of the LEADS software and for the cost, installation, and maintenance of the computer hardware and communication networks required to access LEADS.
2. Be responsible for the cost of installation and maintenance of the LEADS Software.
3. Provide all LEADS required security related to the Town's use. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.
4. Appoint at least one LEADS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.

5. Maintain telecommunication lines with a minimum data transmission speed of 56 kbs to provide communications to/from the County.
6. Pay to the County 25% of the monthly recurring cost incurred by the County to acquire the LEADS access.

The Town and the County agree that:

1. When it is necessary to upgrade or maintain the LEADS line, it may be necessary for the Town to use an alternate system which may have less functional capability than the live LEADS line.
2. Catastrophes such as hardware failure and/or loss of power or network outage can and will occur. Availability and restoration of the LEADS line will be provided as soon as possible. The County does not guarantee availability to LEADS.
3. No liability will be attributed to the County for not meeting the above service levels or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. McLean County does not guarantee security, privacy or encryption of any data.
4. This Intergovernmental Agreement shall be binding upon both parties for a term of 2 years unless amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the Town may unilaterally terminate this Agreement with 6 months notice.
5. This Intergovernmental Agreement is subject to the approval of the Town of Normal and McLean County before it becomes effective.
6. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
7. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.



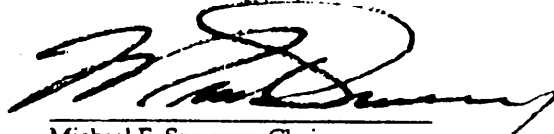
The Town and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Town of Normal:

  
Kent Karraker, Mayor  
Town of Normal

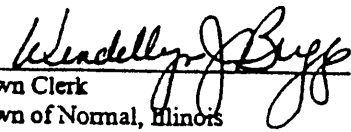
Date: 10/5/01

For McLean County:

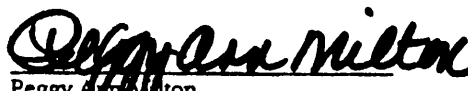
  
Michael F. Sweeney, Chairman  
McLean County Board

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

ATTEST:

  
Town Clerk  
Town of Normal, Illinois

ATTEST:

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

y:\LEADS\_Normal.gov.doc

Members Sommer/Nuckolls moved the County Board approve a Request for Approval of an Intergovernmental Agreement between Town of Normal and McLean County to Permit the Town of Normal to Access the Law Enforcement Agencies Data System through McLean County - Information Services. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

### LEASE

THIS AGREEMENT made this 20<sup>th</sup> day of November, 2001, between the Public Building Commission of McLean County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "County"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "City"), as Lessees.

#### WITNESSETH:

WHEREAS, the Commission has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), by reason of an urgent need for modern public improvements, buildings and facilities within the limits of the county seat of the County for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, the Board of Commissioners of the Commission by proper resolution adopted on the 4<sup>th</sup> day of September, 2001, did select, locate and designate the hereinafter described area, with the improvements thereon, lying wholly within the territorial limits of the City, as a site (the "Site") to be acquired by the Commission for the purposes of renovating the building thereon (the "Building"), and leasing the Site and the Building to Lessees for their use in carrying out certain of their essential governmental functions; and

WHEREAS, the Site was also duly approved by the three-fourths vote of the members of the City Council of the City, being the county seat of the County, by action taken by said City Council on the 25<sup>th</sup> day of September, 2001, and was also approved by a majority of the members of the County Board of the County by action taken by said County Board on the 18<sup>th</sup> day of September, 2001; and

WHEREAS, the Building, known as the Champion Federal Building, is a four story office building located on the Site, with a finished basement and is presently vacant except that the 3<sup>rd</sup> floor and a portion of the basement are leased to National City Bank of Michigan/Illinois and both of the Lessees are in need of office space with related parking in order to provide and fulfill those functions, facilities and services which are required of each of them in administering essential governmental services in and for the County and the City; and

WHEREAS, the Site so selected and designated is more particularly described as follows:

**TRACT NO. 1**

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

**TRACT NO. 2**

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

**TRACT NO. 3**

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

**TRACT NO. 4**

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.  
EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

**TRACT NO. 5**

Lot 11, Except the East 90 feet thereof;  
Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

**TRACT NO. 6**

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

21-04-339-036

and

WHEREAS, the Commission presently owns the premises commonly known as the Abraham Lincoln Parking Garage (the "Parking Site") which are more particularly described as follows:

**TRACT NO. 1**

Lot 1 in Block 76 in Central Bloomington Subdivision to the City of Bloomington according to the Plat thereof recorded February 21, 1975 as Document No. 75 1400, and

**TRACT NO. 2**

All that part of vacated Grove Street lying immediately North of Tract 1 described above and South of property legally described as Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington; and

**TRACT NO. 3**

Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington, McLean County, Illinois.

which are presently improved with a two (2) story parking deck and which are subject to an Intergovernmental Agreement between the Commission, the County and the City pursuant to which the City operates and manages the Parking Site for the Commission; and

WHEREAS, the City has requested the Commission to add two levels, (the "New Decks") to the existing parking decks on the Parking Site in order to fulfill the need for additional parking for its citizens; and

WHEREAS, fee simple title to the Site is now in the Commission; and

WHEREAS, the Commission agrees to make certain renovations in the Building to provide additional space for County and City offices which are presently located in overcrowded facilities, and to provide these renovated facilities with the furnishings necessary to use the space for the purposes intended, and further to construct the new Decks on the Parking Site and, to pay all architect and engineering fees and fees for legal services to the end that the renovations to the Building and the New Decks as so

completed will be suitable for use as additional public facilities by the County and the City to assist each entity in furnishing and providing those functions, facilities and services incident to the business of the County and the City which must be provided in the administration of essential governmental services in and for the County and the City and which are required of County and City government; and

WHEREAS, the renovations to the Building and the construction of the New Decks (hereinafter referred to as the "Project") shall be undertaken by the Commission in accordance with plans and specifications prepared for such purposes by the firm of Young Architects, architects in Bloomington, Illinois, copies of which plans and specifications, including modifications thereof and supplements thereto will be filed in the office of the Secretary of the Commission and are hereby made a part of this Lease by reference; and

WHEREAS, the total cost of acquiring the Site, renovating the Building and constructing the New Decks, including architectural, engineering, legal and financing costs, is estimated to be \$11,000,000, which sum is to be provided by the Commission by the sale of revenue bonds to be issued and sold pursuant to the terms and conditions of the Act (the "Bonds"); and

WHEREAS, in order to provide the necessary revenues for the payment of the Bonds and all interest that may accrue thereon and the payment of costs of administration, as hereinafter provided, it is necessary for, and the parties desire to, enter into a Lease Agreement whereby the Commission will lease to Lessees the Site, the Building as renovated in accordance with the plans and specifications therefor hereinabove referred to and the New Decks, all for use by the Lessees to provide additional space for the conduct of their governmental functions, during the term and upon the rentals hereinafter set forth:

NOW THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

#### **SECTION I - FINANCING AND CONSTRUCTION OF PROJECT**

To carry out construction of the Project and the financing thereof in accordance with the provisions of the Act, the following action will be taken by the Commission:

A) The Commission shall, with reasonable promptness, upon the execution of this Lease and pursuant to the provisions of Section 15 of the Act, provide for the authorization, sale, execution and delivery by it of the Bonds in the principal amount of \$11,000,000 to be designated "Public Building Revenue Bonds," for the purpose of paying the cost of construction of the Project, pursuant to the provisions of the resolution to be hereafter adopted by the Commission authorizing and providing for the issue of the Bonds (the "Bond Resolution"), the provisions of which are made a part hereof by reference.

B) The Commission shall immediately apply the proceeds derived from the sale of the Bonds pursuant to and in the manner and as provided by the terms of the Act and the Bond Resolution.

C) The Commission shall also, as soon as practicable, enter into and execute such contract or contracts as may be required for the renovations of the Building on the Site and for erecting the New Decks on the Parking Site in accordance with the Act, the Bond Resolution and the said plans and specifications.

D) The Commission shall require and procure from the contractor or contractors undertaking the construction of any part of the Project, in addition to any other bonds which may be required under the terms of the Act and other applicable laws of the State of Illinois, performance and payment bond or bonds payable to the Commission, with a corporate surety authorized to do business under the laws of the State of Illinois, in such form as may be approved by the Commission and to be in an amount not less than the amount of the particular contract or contracts, such bond or bonds to be conditioned upon the performance of said contract or contracts and the payment of all subcontractors, and all material men, and all as may be provided for by the Bond Resolution.

E) The Commission shall require and procure from all contractors undertaking the construction of any part of the Project sworn statements in compliance with the Mechanics' Lien Law of Illinois, together with waivers of all liens or rights of lien for labor and materials furnished by it or them in the construction of the Project and shall further procure from the said contractor or contractors all material and equipment guarantees as may be required by the specifications of the Project.

F) If the amount of the Bond proceeds set aside and made available under the terms of the Bond Resolution for the payment of the cost of the Project (exclusive of the amount required to pay interest accruing on the Bonds during the period of construction), should be in excess of the cost of the Project, the Commission will deposit such excess in the account so designated by the Bond Resolution.

G) If the Commission by resolution determines that sufficient funds are not and will not be available to complete the construction of the Project, or any part thereof, and that in order to provide additional funds for such purpose it will be necessary to issue additional bonds consistent with the provisions of the Bond Resolution, and either of the Lessees refuses or fails to enter into a supplemental lease providing for the increase of the annual rental payments provided for herein by an amount sufficient to amortize the principal and interest requirement of said additional bonds, then the Commission shall cause the Project to be completed with such modifications and eliminations as may be required by such lack of funds; provided, however, that the terms and conditions of this Lease, including the annual rental payments hereunder, shall remain in full force and without any diminution thereof.

H) If, in the judgment of the Commission, practical consideration during the period of constructing the Project require minor changes in said plans and specifications, the Commission may make such changes.

I) The Commission will use its best efforts to complete the Project at the earliest possible date and to tender from time to time partial possession of space in the Building and will use its best efforts to complete the Project not later than November 30<sup>th</sup>, 2002; failure, however, to deliver possession by such date or the fact that the Building shall become untenable for any reason whatsoever at any time during the term of this Lease shall not relieve the Lessees of their obligation to pay the fixed annual rentals provided for herein. Determination of the dates on which the Lessees may assume possession shall be within the sole judgment of the Commission and written notice of such dates shall be served on the County and the City at least thirty (30) days prior thereto. It shall be the responsibility of the Commission prior to possession by the Lessees to clean the premises thoroughly.



## **SECTION II – LEASE OF SITE AND PARKING SITE**

A) In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County and the City, the Commission does hereby lease and demise to the Lessees the Site and Parking Site together with the structures thereon and the improvements and additions as herein provided for, and including the Project (the "demised premises"), for a term of twenty years commencing December 1<sup>st</sup>, 2001, and ending November 30<sup>th</sup>, 2021.

B) The Lessees do each covenant and agree, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

The County - The sum of \$293,093 for the year 2002 and for each year thereafter from 2003 to 2021, inclusive.

The City - The sum of \$626,592 for the year 2002 and for each year thereafter from 2003 to 2021, inclusive.

Notwithstanding anything contained herein to the contrary, the Lessees each agree to joint and several liability for the aggregate total of the aforesaid annual rents required of the County and the City.

C) Lessees, in their individual sole discretion, may pay in advance any portion of their annual rentals, in which event the Commission shall credit the County or the City, as the case may be, with such advance payment or payments and all advance payments so made shall be held in the Revenue Fund established by the Bond Resolution and invested and applied to the rental payments for the year or years for which the advance payment or payments was or were made, all in accordance with the terms of this Lease and the provisions contained in the Bond Resolution.

D) Upon the execution of this Lease, Lessees shall each provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the total annual rents payable under this Lease, as and when such rents become due and payable, and shall immediately thereafter file in the office of the County Clerk of the County, as tax extension officer of the County, a copy of this Lease as executed by the parties hereto, certified to by the Clerk of the County Board of the County (the "Board"), and the City Clerk of the City, together with a copy of said ordinance as adopted levying

taxes for the payment of all annual rents payable under the terms of this Lease, such ordinances to be certified to by the respective Clerks, which certified copies shall constitute the authority for the County Clerk of the County, as tax extension officer of the County, to extend for collection the taxes annually necessary to pay the annual rentals payable by the Lessees under the terms of this Lease as and when such rentals become due and payable, such taxes to be in addition to and in excess of all other taxes now or thereafter authorized to be levied by the County and the City. The funds realized by the Lessees from such tax levies shall not be disbursed for any purpose other than the payment of the rentals reserved in this Lease.

**SECTION III – OPERATION AND MAINTENANCE OF THE COUNTY/CITY BUILDING  
AND PARKING GARAGE**

A) The County and the City shall be solely responsible for the maintenance, operation, upkeep and safekeeping of the entire demised premises, including parking lots, utilities, driveways, sidewalks, roads and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all at their expense and without right of reimbursement from the Commission therefor. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air conditioning, janitor, care taking and custodial services, and repairs to the interior or exterior, whether structural or nonstructural. Notwithstanding the foregoing provisions of this paragraph, the Commission may, in its sole discretion, and to the extent permitted by the Bond Resolution, use any surplus funds to assist the County and the City in performing these operation and maintenance functions.

B) Lessees shall, each year during the term of this Lease, include in their annual budget, and thereafter make provision in the annual levy of taxes to the extent permitted by law for all amounts necessary for the payment of all expenses incident to the preservation, care, maintenance and operation of said demised premises and necessary to preserve, protect and safeguard said demised premises so that the same will continue to adequately serve the uses for which it is intended. In the alternative, the County shall make those arrangements as are necessary and legally permitted to provide the funds as may be necessary for it to comply with the requirements of

Paragraph "A" of this Section III, including, but not limited to entering into a contract with the Commission whereby the Commission shall undertake all operation and maintenance of the demised premises and the County shall agree to pay additional lease rental payments to the Commission therefor.

C) The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of inspecting the demised premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County or City business in their use of the demised premises.

#### **SECTION IV – USE OF BUILDING**

A) Prior to the time of taking actual possession of all or any part of the demised premises, the Lessees shall have access at all reasonable times, for the purpose of planning and installing furnishings and equipment.

B) The cost of moving into the demised premises shall be at the sole expense of the County and the City. The Lessees shall direct and supervise their respective moves into the demised premises; and they shall be responsible for all security and maintenance of the demised premises during the moving operations. The Lessees shall provide such moving equipment as the Commission may reasonably request and shall be responsible to the Commission for any damage or defacement of the demised premises caused by their workmen or agents during such moving. All matters concerning the means, time, days and hours of access to the demised premises by the public and by officers, employees and agents of the Lessees and the delivery to either of them in the demised premise of all supplies, equipment, materials or the like, shall, during the term of this Lease, be subject to such reasonable rules and regulations concerning the same as shall be mutually agreed upon between the parties hereto.

C) The Lessees may install in the space occupied by them in accordance with the terms of this Lease, such portable equipment, fixtures or furniture as they may desire, but shall not make any alterations or additions, other than partitions and non-load-bearing walls, to the Building without the written consent of the Commission.

Neither the County nor the City shall place a load upon any floor of the Building exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

D) The Lessees each covenant and agree that they will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City or of the County, now or hereafter in force and applicable thereto. Lessees do each further covenant and agree that they shall save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or non-use of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the Lessees, their respective agents, servants, or employees. The County and the City each further covenant and agree that they will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the Lessees shall fail to make said changes and alterations, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County or the City, as the case may be, agrees to promptly reimburse the Commission therefor.

E) The leasehold rights, duties and obligations of the Lessees as specified in this Lease shall not be assigned in whole or in part during the term of this Lease, or while any of the Bonds are outstanding and unpaid, except that the County and the City may sublease all or any part of the space leased by it if the Commission agrees to such sublease and if such sublease is permitted by law and if such sublease would not cause the interest on the federally tax-exempt Bonds to be subject to federal income taxation; provided, however, that in the event of any such sublease of all or any part of

such space, there shall be no reduction of the rental payments required to be made to the Commission by the County and the City pursuant to Section IIB) of this Lease. The Commission further agrees that upon the receipt of a request by the County or the City to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

#### **SECTION V -- NET LEASE -- NONCANCELLABLE**

This lease shall be deemed and construed to be a net lease, noncancellable by either the County or the City during the term hereof, and the Lessees each agree that they are jointly and severally obligated to pay to the Commission absolutely net through the term of this Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing:

- (i) the failure, from whatsoever cause to complete the Project or the failure from whatsoever cause of the Project to comply in any respect or respects with said plans and specifications;
- (ii) the failure to complete the Project at or before the beginning of the term of this Lease;
- (iii) any damage to or destruction of the demised premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the demised premises or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of the demised premises or the quality, character or condition of the demised premises, or any part thereof, including buildings, improvements, and equipment thereof or therein, or otherwise);
- (iv) any failure of or any defect in the Commission's title to the demised premises whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the demised premises or any part thereof;
- (v) any failure in whole or in part of the Commission to perform all or any of its other obligations, express or implied, to or for the benefit of the County or the City,

whether such obligations are provided for in this Lease, result from operation of law, or are provided for in or result from some other contract or agreement at any time or from time to time entered into between the parties.

### **SECTION VI – INSURANCE**

A) The Lessees shall carry or cause to be carried property insurance in the name of the Commission on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of the structures situated on the Site and the Parking Site, including the equipment therein. The full insurable value is hereby defined to mean the actual replacement costs necessary to restore the demised premises to their functional use and service by and for the County and the City prior to a loss. The actual replacement costs shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the County and the City.

Where a loss renders any of the improvements on the Site or the Parking Site unsafe or unuseable, the Commission reserves the right to receive the proceeds of insurance payable by reason of such loss. The Commission shall apply the proceeds of any such insurance it receives (but only to extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the structures situated on the Site and the Parking Site, to its former condition, or in such manner as will, in the opinion of an independent architect, enable said structures as so repaired and restored to provide such use and service by and for the County and the City as was provided prior to such loss. However, there shall be no abatement of the annual rentals required to be paid by Lessees under the terms of this Lease during the process of such replacement, restoration or repairs or until provision has been made for the payment of all the principal and interest requirements to maturity of the Bonds then outstanding. The proceeds of any insurance received in case of damage to or destruction of any part of such structures and not applied within eighteen months after their receipt by the Commission to repairing, replacing or restoring the damaged or destroyed portion of said structures (unless prevented from so doing by

circumstances beyond the control of the Commission) shall be credited to the account designated by the Bond Resolution and be used as therein provided.

Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the contractor, his or its subcontractors, the architect, engineers, and the Commission, the County and the City and the members of their respective governing bodies, board members, officers, agents and employees.

B) The Lessees shall carry or cause to be carried general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and \$500,000 for property damage insuring against loss on account of bodily injury, death, or property damage occurring in, on or about the properties included in the demised premises or any elevator therein and upon, in, or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure, the Site or the Parking Site constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers, and employees, in connection with the renovations, construction, reconstruction, maintenance, operation, use and repair of such demised premises or the furnishing of any service to the County or the City.

C) The Lessees will carry such insurance as they deem appropriate on furniture, furnishings, fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the Lessees under the provisions of this Lease and the Commission shall have no obligation to repair any damage to any of the foregoing items resulting from fire or other casualty.

D) All policies of insurance required by this Section VI shall name as additional insureds thereunder the Commission, the County and the City as their interests may appear.

#### **SECTION VII - MISCELLANEOUS**

A) This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, and shall also inure to the benefit of the holders of any of the Bonds to be issued by the Commission referred to herein, as their interests may appear.

**B) All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.**

**The Commission will maintain and keep proper books of record and accounts separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records and accounts for the preceding fiscal year to be made by an independent public accountant and will make such books, records, accounts and audit available for inspection by the Lessees at all reasonable times.**

**C) No portion of the funds paid by the Lessees to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Lease. Neither the County, the City nor the Commission shall take any action or shall fail to take any action that would cause the interest on the federally tax exempt Bonds to be subject to federal income taxation.**

**D) Any notice or any demand required or permitted by this Lease shall be served in the following manner:**

- 1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the respective Clerk of the County or the City or to the Chairman of the County Board of the County if the County is being served or to the Mayor of the City if the City is being served; or**
- 2) By depositing a duly executed copy thereof in the United States Mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the Clerk of the County or the City or to the Chairman of the County Board of the County or his successor, or to the Mayor of the City, as the case may be.**



Service for such mailing shall be deemed sufficient if addressed to the Commission, the County or the City, as the case may be, at such address as the Commission, the County or the City may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Robert W. Rush, Chairman, or John Morel, Secretary (as the case may be), Public Building Commission of McLean County, Illinois, c/o County Clerk of McLean County, 104 W. Front Street, Bloomington, Illinois, 61701.

Peggy Ann Milton, County Clerk of McLean County,

or

Michael F. Sweeney, Chairman of the County Board of McLean County, c/o County Clerk of McLean County, 104 W. Front Street, Bloomington, Illinois, 61701.

Tracey Covert, City Clerk of the City of Bloomington,

or

Judy Markowitz, Mayor of the City of Bloomington, c/o City Clerk of the City of Bloomington, 109 E. Olive Street, Bloomington, Illinois, 61701.

E) The obligations of the Commission hereunder are subject to the sale, issuance and delivery by the Commission of the Bonds in the principal amount of \$11,000,000. The Commission agrees to proceed as quickly as reasonably possible with the authorization, sale, delivery and issuance of the Bonds.

F) In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

G) This Lease and the rights of the County and the City hereunder are subject to the reservations and the covenants contained in the deed from the County

and the City to the Commission concurrently conveying to the Commission the Site on which a portion of the Project will be constructed, all as more particularly referred to and described in the preamble hereof.

H) This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by its Mayor and attested by the Clerk of the City as of the day and year first written.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

  
Secretary

By:   
Chairman

(AFFIX CORPORATE SEAL)

The County of McLean, Illinois

ATTEST:

*Peggy Ann Milton*  
County Clerk of McLean  
County, Illinois

By: *Michael F. Sweeney*  
Chairman, County Board  
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

City of Bloomington, McLean County, Illinois

ATTEST:

*Danny Covert*  
City Clerk of the City of Bloomington

By: *Greg Hartley*  
Mayor of the City of Bloomington

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that Michael F. Sweeney and Peggy Ann Milton, personally known  
to me to be respectively the Chairman of the County Board of The County of McLean i  
the State of Illinois, and the Clerk of said County of McLean and personally known to  
me to be the same persons whose names are subscribed to the foregoing instrument  
appeared before me this day in person and acknowledged that as Chairman of the  
County Board of The County of McLean, in the State of Illinois, and as County Clerk o  
said County of McLean, Illinois, they signed and delivered the said instrument and  
caused the seal of The County of McLean, Illinois, to be thereto affixed as their free ar  
voluntary act, and as the free and voluntary act of The County of McLean, Illinois,  
pursuant to the authority and direction of the County Board of The County of McLean,  
the State of Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of November, 2001.

Martha B. Ross  
Notary Public



(Notarial Seal)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that Robert W. Rush, Jr. and John L. Morel, personally known to  
me to be respectively the Chairman and the Secretary of the Board of Commissioners  
of the Public Building Commission of McLean County, Illinois, and personally known to  
me to be the same persons whose names are subscribed to the foregoing instrument ,  
appeared before me this day in person and acknowledged that as Chairman and  
Secretary of the Board of Commissioners of the Public Building Commission of McLean  
County, Illinois, they signed and delivered the said instrument and caused the seal of  
the Public Building Commission of McLean County, Illinois, to be thereto affixed as their  
free and voluntary act, and as the free and voluntary act of the Public Building  
Commission of McLean County, Illinois, pursuant to the authority and direction of the  
Board of Commissioners of the Public Building Commission of McLean County, Illinois,  
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6<sup>th</sup> day of November, 2001.

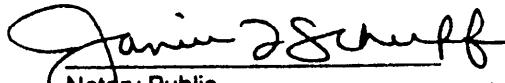
\_\_\_\_\_  
Notary Public

(Notarial Seal)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that Judy Markowitz and Tracey Covert, personally known to me to  
be respectively the Mayor and Clerk of the City of Bloomington, McLean County, Illinois,  
and personally known to me to be the same persons whose names are subscribed to  
the foregoing instrument , appeared before me this day in person and acknowledged  
that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they  
signed and delivered the said instrument and caused the seal of the City of  
Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary  
act, and as the free and voluntary act of the City of Bloomington, McLean County,  
Illinois, pursuant to the authority and direction of the City Council of the City of  
Bloomington, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of November, 2001.

  
Notary Public

(Notarial Seal)



jr-wp6-9/18/01-H:\David\PBC\PBC Lease.wpd

Members Sommer/Emmett moved the County Board approve a Request for Approval of Lease Agreement between the Public Building Commission and McLean County for the Government Center, 115 East Washington Street. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

**Member Sommer, Vice-Chairman, presented the following:**

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

This is an amendment to that certain Intergovernmental Agreement between the City of Bloomington, Illinois, (the "City") the County of McLean, Illinois, (the "County") and the Public Building Commission of McLean County, Illinois, (the "PBC") which agreement was made and entered into by the parties under date of November 28<sup>th</sup>, 1988, (the "Agreement").

**WITNESSETH**

WHEREAS, the Agreement relates to the ownership operation and maintenance of the Abraham Lincoln Parking Lot (the "Lot"); and

WHEREAS, the Agreement provides in part, that the PBC will convey the Lot to the City and the County by good and sufficient Warranty Deed on January 2<sup>nd</sup>, 2008; and

WHEREAS, the City has requested the PBC to construct an additional 2 parking decks on the Lot and to issue bonds to finance the construction thereof; and

WHEREAS, the issuance of bonds to finance the construction of the additional 2 parking decks on the Lot will require that the PBC own the Lot until those bonds are paid off and it is anticipated that the maturity date of the last of the bonds will be in the year 2021; and

WHEREAS, it is necessary to modify the Agreement to extend the reversion date so that the PBC will remain as owner of the Lot until such time as the bonds are paid in full.

IT IS THEREFORE AGREED, by each of the parties hereto as follows:

1. The provisions of paragraph 12 of the Agreement are hereby amended to provide that the PBC will reconvey the Lot to the City and the County by good and sufficient Warranty Deed on January 2<sup>nd</sup>, 2022, and that the City and County shall be responsible for any title insurance they deem necessary at that time.

2. The provisions of paragraph 13 of the Agreement providing that after January 1<sup>st</sup>, 2008, the City and the County will share the revenues from the operation of the facility and pay for all operation and maintenance is hereby amended from January 1<sup>st</sup>, 2008, to January 1<sup>st</sup>, 2022.

3. The date of December 31<sup>st</sup>, 2007 set forth in paragraph 14 of the Agreement is hereby amended to December 31<sup>st</sup>, 2021.

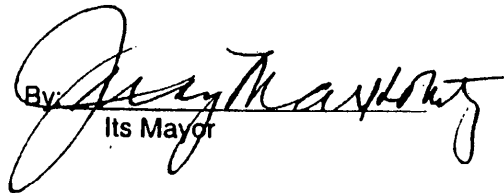
4. The date of January 1<sup>st</sup>, 2008 set forth in 2 sentences of paragraph 16 of the Agreement is hereby amended to January 1<sup>st</sup>, 2022.

5. The date of January 1<sup>st</sup>, 2008 set forth in paragraph 17 of the Agreement is hereby amended to January 1<sup>st</sup>, 2022.

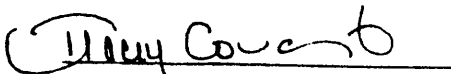
6. In all other respects, the terms and provisions of the Agreement remain in full force and effect.

Dated this 04<sup>th</sup> day of November, 2001.

City of Bloomington

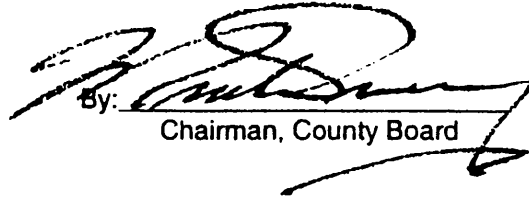
By:   
Its Mayor

Attest:




City Clerk

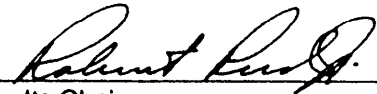
County of McLean

By:   
Chairman, County Board


Attest:

  
County Clerk

Public Building Commission of McLean County,  
Illinois

By:   
Its Chairman

Attest:

  
Its Secretary



FINAL-Signed

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into between the City of Bloomington, Illinois, a municipal corporation, ("the City"), the County of McLean, Illinois, a body politic and corporate, ("the County") and the Public Building Commission of McLean County, Illinois, a municipal corporation ("the PBC").

W I T N E S S E T H

WHEREAS, the City is the owner of the property legally described on Exhibit A attached hereto which is commonly known as the Abraham Lincoln Parking Lot ("the Lot"); and

WHEREAS, the PBC is the owner of the property legally described on Exhibit B attached hereto which is commonly known as McLean County Law and Justice Center ("the Center") and which is located adjacent to the Lot; and

WHEREAS, the Center is leased by the PBC to the County under a written lease that is to expire on October 31, 2008 and the County uses or will use the Center to house nearly all of the County offices; and

WHEREAS, the County has requested the PBC to provide parking facilities for the vehicles of the Sheriff of the County, for other offices of the County and for members of the public who have business in the Center and the PBC has conducted a study and believes that needed parking for the Center can best be provided

to the County by building a parking deck on the Lot and adjacent to the Center; and

WHEREAS, the County desires the PBC to acquire title to the Lot from the City and to build a parking deck thereon out of funds which the PBC presently has available to it or which will become available to it; and

WHEREAS, the City believes it desirable that it deed the Lot to the PBC to enable it to construct thereon a parking deck over the Lot that will provide, with the Lot, approximately 603 total parking spaces, "the Project", such deed to be given in consideration of the undertakings of the PBC and the County as hereinafter set forth; and

WHEREAS, the PBC believes that it has sufficient funds on hand or will have to construct the Project on the Lot and it has previously provided in that certain Bond Resolution passed by it on December 1, 1987, that bond proceeds will be used, in part, to provide parking for the Center.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, each of the parties agrees as follows:

1. The PBC agrees to promptly begin preparation of the documents, through its architects, that are necessary to permit competitive bids to be received for the project.

2. The PBC agrees to keep the City and the County advised of progress on the Project and will provide to each of them a copy of the architects plans and specifications for review and comment by them before putting them out for bid. The PBC further agrees to secure approval of the bids from the City and the County before awarding contracts to the successful bidders and will require Performance and Payment Bonds from the successful bidders as it deems necessary.

3. The City agrees to convey to the PBC by good and sufficient warranty deed, the premises described on Exhibit A attached hereto, and to deliver such deed simultaneously with the execution of contracts by the PBC for the construction of the project; however, the City shall be permitted to retain possession of the Lot and retain all revenues therefrom after delivery of the deed and until the contractor for the project requests the City to close the parking facility to further parking. Upon receipt of a request from the contractor to close the parking facility, the City agrees to promptly do so. The PBC agrees to accept the deed from the City.

4. The PBC agrees to use up to \$4,000,000 of its funds to construct the Project on the Lot and provide approximately 293 additional parking spaces on the Lot.

5. The PBC agrees that if it does not have sufficient funds to complete the Project and the County fails to provide the addi-

tional funds, it will complete the Project with such modifications and eliminations as may be required due to the lack of funds. These changes will be submitted to the parties for their review and comment.

6. The PBC agrees to proceed with due diligence and to use its best efforts to complete the Project on or before July 31, 1990; however, no damages of any kind shall be available to the City or the County if the project is not completed by such date.

7. The PBC will cause the Project to be built in accordance with the specifications and in compliance with all codes, rules and regulations. During construction, the PBC will cause to be carried liability insurance, insuring all parties hereto as their interest may appear. Upon completion of the project, the PBC will secure a certificate of completion from its architect.

8. The City agrees to provide the PBC and the County with an annual budget of revenues from and operation and maintenance expenditures for the parking facility on or before May 1, 1989 and on or before May 1 of each succeeding year through and including May 1, 2007.

Upon completion of the Project, the City agrees to undertake all of the operation and maintenance of the parking facility for the PBC, including the replacement of any capital items, and to pay to the PBC, at least monthly, all receipts collected from such operation. Simultaneously with the delivery of the monthly

receipts to the PBC, the City will provide the PBC with a written, detailed statement of all expenses of operation and maintenance of the facility which it has incurred during the preceding month and the PBC agrees to thereafter promptly remit such amount to the City. In addition, the City agrees to keep accurate records of such receipts and expenditures and to provide the PBC and the County with an annual statement of receipts and disbursements from this parking facility as soon as the same is available after the close of the City's fiscal year on April 30th. The City agrees that it will not make any expenditures for any one item of maintenance in excess of \$5,000 without first advising and securing approval of the PBC and the County. Such approval shall be given or refused within 30 days after notice from the City.

9. On or before December 1, 1989 the PBC agrees to pay to the City the sum of \$81,500 less the amount arrived at by multiplying  $\$244.02$  <sup>244.02</sup> ~~223.30~~ ( $\$81,500 / \overset{334}{365}$ ) by the number of days in 1989 that the City has possession of the parking facility before it is closed to begin construction of the Project. Thereafter, on December 1 of 1990 and each December 1 through December 1, 1994, the PBC agrees to pay the City the sum of \$81,500. The City represents that this amount is needed to retire its existing parking system debt obligations from this parking facility. The PBC shall be required to make this annual payment regardless of the receipts and disbursements related to the operation of the parking facility.

10. Between the date that the PBC receives the deed from the City for the Lot and takes possession thereof and December 1, 1994, the PBC shall first apply all of the receipts from the operation of the parking facility to the \$81,500 annual payment and shall next apply remaining receipts to the reimbursement of the City for operation and maintenance expenses incurred by it to operate the facility as itemized on its monthly statement. The PBC shall be required to make these payments regardless of the receipts and disbursements related to the operation of the parking facility. Any funds remaining out of the parking revenues shall be the property of the PBC.

After December 1, 1994 and until December 31, 2007, the PBC shall first apply all of the receipts from the operation of the parking facility to the reimbursement of the City for operation and maintenance expenses it incurs to operate the facility as itemized on its monthly statement and any remaining revenues shall be the property of the PBC.

11. The PBC agrees to keep the parking facilities and the underlying premises insured for their full insurable value and to carry general liability insurance on such facilities with a minimum combined single limit of \$2,000,000, naming the PBC, the County and the City as insureds, as their interests may appear.

12. The PBC agrees to reconvey the Lot as described on Exhibit A to the City and the County in equal shares by good and

sufficient warranty deed on January 2, 2008 and the City and County shall be responsible for any title insurance they deem necessary at that time.

13. After January 1, 2008, the City and the County hereby jointly agree to equally share the revenues from the operation of the facility after payment of all operation and maintenance expenses associated therewith. The City agrees to continue, so long as the property is jointly owned, after said January 1, to operate the parking facility, to do the required maintenance and to submit monthly reports of receipts and disbursements to the County. The City agrees to maintain accurate books and record of all such receipts and disbursements and to provide, in addition to the monthly statements, an annual statement of such receipts and disbursements and to furnish the same to the County.

14. All of the parties hereto agree that the day to day administrative matters relating to the management and operation of the parking facility and the coordination of that shall, until December 31, 2007, be the responsibility of the City Manager of the City, the County Administrator of the County and the Legal Counsel of the PBC. Thereafter, the PBC shall have no further interest in such matters. Each of the parties hereto expressly agrees that such administrative and day to day matters may be resolved by their aforesaid representatives.

15. The parties agree that they will, through their respective governing bodies, from time to time, by joint action, set

matters of policy relating to the use of the parking facility, including, jointly agreeing on the daily and monthly parking charges and on the number of spaces to be made available to the public for monthly rental and daily use.

16. The City and the County agree that each of them will be entitled to set aside for the exclusive use of their respective governments a certain number of spaces that are to be designated as such by an appropriate marking. The City and the County agree that they will each pay to the PBC until January 1, 2008, for all of such spaces which are set aside for their exclusive use, an amount equal to the regular monthly rental charges quoted at any given time by the PBC to third parties. After January 1, 2008, the fees for designated spaces used by the respective parties hereto shall be paid by the City and the County and counted as part of the parking facility income.

17. This Agreement inures to the benefit of and is binding upon each of the parties hereto until January 1, 2008 and thereafter unless modified by the City and the County.

18. During the period of its ownership, the PBC agrees to keep its treasurer bonded for the faithful performance of his or her duties, said performance bond to be written by an insurance company duly authorized to do business in the State of Illinois. The PBC agrees to keep complete and accurate books and records of all matters relating to the operation of the parking facility and



to make such records available to either of the other parties hereto.

19. In the event that any provision of this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision of this Agreement.

IN WITNESS WHEREOF the parties have set their hand and seal this 28 day of November, 1988.

City of Bloomington

By: Jesse R. Broun  
Its Mayor

Attest:

Loann M. Nelson  
City Clerk

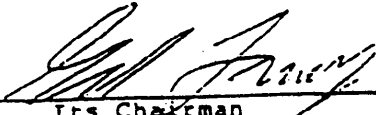
County of McLean

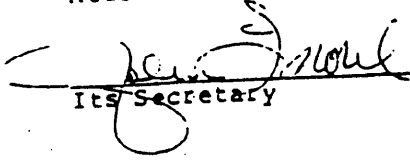
By: Nancy Knecht  
Chairman, County Board

Attest:

Janette Barrett  
County Clerk

Public Building Commission,  
McLean County, Illinois

By:   
Its Chairman

Attest:   
Its Secretary

Members Sommer/Berglund moved the County Board approve a Request for Approval of an Amendment to the Intergovernmental Agreement between the Public Building Commission, the City of Bloomington, and McLean County - Abraham Lincoln Parking Deck. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE providing for the levy and collection of a direct annual tax sufficient to pay the rent payable under a Lease Agreement to be entered into by and between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees.

\* \* \*

WHEREAS, the Public Building Commission of McLean County, Illinois, McLean County, Illinois (the "Commission"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, it is now hereby determined that it is necessary and in the best interests of The County of McLean, Illinois (the "County"), that the Commission acquire and improve an office building and related facilities as described in the Lease (as hereinafter defined) (the "Project"), and that the Project be leased by the Commission to the County and the City of Bloomington, McLean County, Illinois (the "City"), in accordance with the terms of the Act; and

WHEREAS, the Commission has heretofore selected, located and designated an area described and set forth in the Lease (the "Site"), lying wholly within the City, the same being the county seat of the County, as the site for the Project; and

WHEREAS, it has heretofore been determined and is now hereby determined that it is necessary and in the best interests of the County that the Project be provided and that the Site therefor has heretofore been and is hereby approved; and

WHEREAS, the County, the City and the Commission propose to enter into a Lease Agreement (the "Lease"), a copy of which is attached hereto as *Exhibit A*, providing for

payment by the County to the Commission of rentals for the use and occupancy of the Project by the County, in accordance with the terms and provisions of the Act; and

WHEREAS, in and by Section 18 of the Act, if a municipal corporation having taxing powers enters into a lease with a Public Building Commission, the governing body of such municipal corporation is required to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under such lease as and when it becomes due and payable; and

WHEREAS, Section 18 of the Act also requires that a public hearing be held regarding the Lease (the "*PBC Hearing*") before the County Clerk of the County can extend taxes levied to pay the lease payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

WHEREAS, notice of the PBC Hearing was given by publication at least once at least 15 days before the PBC Hearing in *The Pantagraph*, the same being a newspaper published in the County; and

WHEREAS, the PBC Hearing was held on the 16th day of October, 2001, and at the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the County Board of the County (the "*County Board*") adopted an ordinance calling a public hearing (the "*BINA Hearing*") for the 16th day of October, 2001, concerning the intent of the County Board to enter into the Lease; and

WHEREAS, notice of the BINA Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the BINA Hearing in *The Pantagraph*, the same being a newspaper of general circulation in the County, and (ii) posting said notice at least 48 hours before the Hearing at the principal office of the County Board; and

WHEREAS, the BINA Hearing was held on the 16th day of October, 2001, and at the BINA Hearing, the County Board explained the reasons for the Lease and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the BINA Hearing was finally adjourned on the 16th day of October, 2001:

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Tax Levy.* For the purpose of paying the annual rent payable under the Lease, there shall be and there is hereby levied a direct annual tax upon all the taxable property in the County, to wit:

TAX LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2001	\$919,685.00
2002	\$919,685.00
2003	\$919,685.00
2004	\$919,685.00
2005	\$919,685.00
2006	\$919,685.00
2007	\$919,685.00
2008	\$919,685.00
2009	\$919,685.00
2010	\$919,685.00
2011	\$919,685.00
2012	\$919,685.00
2013	\$919,685.00
2014	\$919,685.00
2015	\$919,685.00
2016	\$919,685.00
2017	\$919,685.00
2018	\$919,685.00
2019	\$919,685.00
2020	\$919,685.00

*Section 3. Filing of Ordinance.* The County Clerk of the County (the "County Clerk"), as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached thereto a certified copy of the Lease, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Lease by the County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2001 to 2020, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Lease, and it shall be

the duty of the County Clerk annually during the term of the Lease to extend said taxes against all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall be in addition to all other taxes now or hereafter authorized to be levied by the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

*Section 4. Approval of the Lease.* The Lease and all the terms and provisions thereof are hereby ratified, confirmed and approved and the execution thereof by the Chairman of the County Board (the "*Chairman*") and the County Clerk is hereby ratified, confirmed and approved. Title to the Site shall be as provided in the Lease. The County hereby requests the Commission to issue the bonds of the Commission described in the Lease (the "*Bonds*").

*Section 5. Allocation of Benefits.* Both the County and the City will receive benefits from the issue of the Bonds and in particular from the series in the principal amount of \$10,000,000 designated as the "Series 2001 Bonds," and the County and the City have irrevocably agreed that \$5,000,000 of the Series 2001 Bonds shall be allocated to the County and \$5,000,000 of the Series 2001 Bonds shall be allocated to the City for purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended (the "*Code*"). It is hereby found and determined that such allocation bears a reasonable relationship to the respective benefits received by the County and the City from the issue of the Series 2001 Bonds and that only \$5,000,000 of the Series 2001 Bonds shall be taken into account under Section 265(b)(3)(C)(i) of the Code with respect to the County. The balance of the Bonds in the principal amount of \$1,000,000 are being issued on a taxable basis and as such do not require any allocation of benefits.

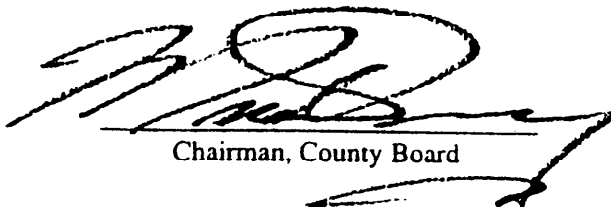
*Section 6. Continuing Disclosure Undertaking.* The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 7. Severability.* If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.



*Section 8. Repealer and Effective Date.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted November 20, 2001.



Chairman, County Board

Attested:



Peggy Ann Milton  
County Clerk

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF MCLEAN         )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois (the "County"), and as such official I do further certify that on the 20<sup>th</sup> day of November, 2001, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ (the "Ordinance") entitled:


AN ORDINANCE providing for the levy and collection of a direct annual tax sufficient to pay the rent payable under a Lease Agreement to be entered into by and between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees.

duly adopted by the County Board of the County on the 20th day of November, 2001, that the same has been deposited in the official files and records of my office.

I do further certify that attached to and made a part of the Ordinance and also filed in the official files and records of my office was the Lease referred to in the Ordinance as *Exhibit A* thereto.

I do further certify that the direct annual taxes levied in the Ordinance will be extended against all the taxable property contained in the County in and for each of the years 2001 to 2020, inclusive.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 20<sup>th</sup> day of November, 2001.

  
County Clerk of The County of  
McLean, Illinois

[SEAL]

Members Sommer/Salch moved the County Board approve a Request for Approval of Tax Levy Ordinance for Lease Payments due to the Public Building Commission for the Government Center, 115 East Washington Street. Acting-Clerk Gillis shows the roll call vote as follows: Owens-no, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried eighteen to one.

**Member Sommer, Vice-Chairman, presented the following:**

**AMENDMENT TO LEASE AND  
OPERATION AND MAINTENANCE AGREEMENT  
FOR THE CITY/COUNTY OFFICE BUILDING**

THIS AGREEMENT is dated this 20<sup>th</sup> day of November, 2001, and is between the Public Building Commission of McLean County, Illinois, a municipal corporation of the State of Illinois ("the PBC"), the County of McLean, a body politic of the State of Illinois ("the County"), and the City of Bloomington, a municipal corporation ("the City").

**WITNESSETH:**

WHEREAS, the PBC, as Lessor, entered into a Lease agreement with the County and the City as Lessees, dated November 20<sup>th</sup>, 2001, ("the Lease"), relating, in part, to the premises and improvements thereon in Bloomington, Illinois, commonly known as 115 E. Washington Street, which premises are legally described on Exhibit "A" attached hereto and made a part hereof ("the Leased Premises"); and

WHEREAS, pursuant to the provisions of Section III of the Lease, the County and the City are solely responsible for the maintenance, operation, upkeep, and safekeeping of the Leased Premises including, but not limited to, parking lots, utilities, landscaping, janitor, caretaking and custodial services, and interior and exterior repairs; and

WHEREAS, the City and the County desire to amend the provisions of Section III of the Lease to provide that the PBC shall undertake all of the maintenance, operation, upkeep, and safekeeping functions required of the City and the County pursuant to said Section III and the PBC is willing to accept responsibility for said functions upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the provisions and covenants herein contained and in consideration of all future Attachments that become a part hereof, as described below, the parties agree as follows:

1. The provisions of Section III of the Lease are hereby amended to provide that the PBC shall, at its expense, perform all of the maintenance, operation, upkeep and safekeeping functions, including parking lots, utilities, driveways, sidewalks and landscaping for the Lease Premises for the period beginning December 1<sup>st</sup>, 2001, and ending November 30<sup>th</sup>, 2021. The cost of operation and maintenance shall be deemed to include all such items as set forth in paragraph A of Section III of the Lease.

2. The City and the County covenant and agree to pay to the PBC, for the period beginning January 1<sup>st</sup>, 2002, and ending December 31<sup>st</sup>, 2002, as additional rent for its undertaking of the maintenance, operation, upkeep, and safekeeping functions for the Leased Premises, the sum of \$351,468. The payment of such amount shall be made by the City and the County to the PBC in two installments, one on June 30<sup>th</sup>, 2002, and the other on September 30<sup>th</sup>, 2002, or at such earlier date as tax collections have been completed by the City and the County. On or before November 1<sup>st</sup>, 2002, and on or before each November 1<sup>st</sup>, thereafter thru and including November 1<sup>st</sup>, 2020, the parties will execute an attachment to this amendment in substantially the same form as Exhibit B attached hereto ("the Attachment") setting forth the amount of additional rent that the City and the County will pay to the PBC to perform the maintenance, operation, upkeep and safekeeping functions for the Leased Premises during the following year.

3. Upon the execution of each Attachment, the City and the County covenant and agree to pay as additional rent to the PBC for its performance of the maintenance, operation, upkeep, and safekeeping functions, the amount set forth in such Attachment and they each further agree to make such payments semiannually on or before each June 30<sup>th</sup> and September 30<sup>th</sup>.

4. The PBC hereby covenants and agrees to use such payments from the City and the County made pursuant to this agreement and any subsequent

Attachments hereto solely for the undertakings of the PBC hereunder.

5. Upon the execution of this Agreement and upon the execution of each subsequent Attachment to this Agreement, the City and the County shall annually, as necessary, provide by resolution for the levy of a direct tax which will be sufficient to make this additional rental payment to the PBC.

6. The City and the County agree to file with the County Clerk of McLean County as the County's tax extension officer a copy of this document, certified to by the County Clerk, acting as the Clerk of the County Board and by the City Clerk of the City together with a copy of any resolution adopted by the City or the County which levies the taxes necessary for the payment of the amount due hereunder for the year 2002. This certified copy shall constitute the authority for the County Clerk, as tax extension officer for the County, to extend for collection in 2002 the taxes necessary to pay the amounts due hereunder from the City and the County by reason of this Agreement, such taxes to be in addition to and in excess of all other taxes now or hereafter levied by the City and the County and collectible in 2002. The funds realized by the City and the County from this levy shall not be disbursed for any purpose other than the payment of the amounts required hereunder.

7. The provisions of the preceding paragraph hereof shall apply to each and every subsequent Attachment to this Agreement, and in the case of any such Attachments hereinafter executed by the parties, the City and the County shall annually file with the County Clerk as tax extension officer for the County a certified copy thereof with the certified copy of any resolution levying the tax to pay the amounts due pursuant to the Attachment.

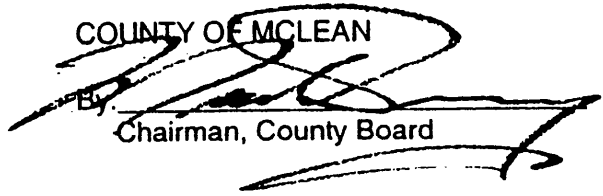
8. The PBC shall not be required to expend more than \$351,468 during 2002 for the performance of the maintenance, operation, upkeep, and safekeeping functions that it has herein undertaken, nor shall it be required to expend in any year

thereafter any amount in excess of the amount set forth in the Attachment executed by the parties for that year.

9. In all other respects, the Lease shall remain in full force and effect.

10. This agreement has been executed in several counterparts, any of which may be considered as an original.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective officers and have caused their respective seals to be affixed hereto.

COUNTY OF MCLEAN  
By:   
Chairman, County Board

ATTEST:

  
County Clerk

PUBLIC BUILDING COMMISSION OF  
McLEAN COUNTY, ILLINOIS

By: \_\_\_\_\_  
Its Chairman

ATTEST:

\_\_\_\_\_  
Its Secretary

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

**TRACT NO. 1**

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

**TRACT NO. 2**

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

**TRACT NO. 3**

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

**TRACT NO. 4**

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.

EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8

feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

**TRACT NO. 5**

Lot 11, Except the East 90 feet thereof;  
Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

**TRACT NO. 6**

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

21-04-339-036



**EXHIBIT "B"**

**ATTACHMENT NO. \_\_\_\_\_ TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING**

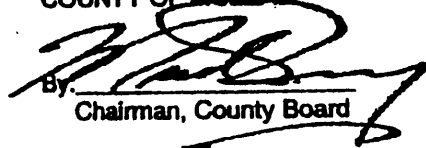
Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois, dated November 20<sup>th</sup>, 2001, between the undersigned parties, the City and the County agree to pay to the PBC for the period beginning January 1<sup>st</sup>, 20\_\_ and ending December 31<sup>st</sup>, 20\_\_ the sum of \$\_\_\_\_\_.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building during such one-year period as pursuant to the provisions of Section III of the Lease, dated November 20<sup>th</sup>, 2001.

The City and the County agree to cause the necessary tax levies to be made to provide for the collection of the funds necessary to pay the amount hereinabove set forth.

This Attachment is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF MCLEAN

By:   
Chairman, County Board

ATTEST:

  
COUNTY CLERK

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY, ILLINOIS

By: \_\_\_\_\_  
Its Chairman

ATTEST:

\_\_\_\_\_  
Its Secretary

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Members Sommer/Kinzingler moved the County Board approve a Request for Approval of Contract between the Public Building Commission, McLean County, and City of Bloomington for Annual Maintenance - Government Center. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE RENT PAYABLE UNDER A LEASE AGREEMENT TO BE ENTERED INTO BY AND BETWEEN THE PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, ILLINOIS, MCLEAN COUNTY, ILLINOIS, AS LESSOR, AND THE COUNTY OF MCLEAN, ILLINOIS, AND THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, AS LESSEES**

WHEREAS, the Public Building Commission of McLean County, Illinois, McLean County, Illinois (the "Commission"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, it is now hereby determined that it is necessary and in the best interests of The County of McLean, Illinois (the "County"), that the Commission acquire and improve an office building and related facilities as described in the Lease (as hereinafter defined) (the "Project"), and that the project be leased by the Commission to the County and the City of Bloomington, McLean County, Illinois (the "City"), in accordance with the terms of the Act; and

WHEREAS, the Commission has heretofore selected, located and designated an area described and set forth in the Lease (the "Site"), lying wholly within the City, the same being the county seat of the County, as the site for the Project; and

WHEREAS, it has heretofore been determined and is now hereby determined that it is necessary and in the best interests of the County that the Project be provided and that the Site therefor has heretofore been and is hereby approved; and

WHEREAS, the County, the City and the Commission propose to enter into a Lease Agreement (the "Lease"), a copy of which is attached hereto as *Exhibit A*, providing for payment by the County to the Commission of rentals for the use and occupancy of the Project by the County, in accordance with the terms and provisions of the Act; and

WHEREAS, in and by Section 18 of the Act, if a municipal corporation having taxing powers enters into a lease with a Public Building Commission, the governing body of such municipal corporation is required to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under such lease as and when it becomes due and payable; and

WHEREAS, Section 18 of the Act also requires that a public hearing be held regarding the Lease (the "PBC Hearing") before the County Clerk of the County can extend taxes levied to pay the lease payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

WHEREAS, notice of the PBC Hearing was given by publication at least once at least 15 days before the PBC Hearing in The Pantagraph, the same being a newspaper published in the County; and

WHEREAS, the PBC Hearing was held on the 16<sup>th</sup> day of October, 2001, and at the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the County Board of the County (the "County Board") adopted an ordinance calling a public hearing (the "BINA Hearing") for the 16<sup>th</sup> day of October, 2001, concerning the intent of the County Board to enter into the Lease; and

WHEREAS, notice of the BINA Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the BINA Hearing in The Pantagraph, the same being a newspaper of general circulation in the County, and (ii) posting said notice at least 48 hours before the Hearing was held at the principal office of the County Board; and

WHEREAS, the BINA Hearing was held on the 16<sup>th</sup> day of October, 2001, and at the BINA Hearing, the County Board explained the reasons for the Lease and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the BINA Hearing was finally adjourned on the 16<sup>th</sup> day of October, 2001:

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

Section 1. INCORPORATION OF PREAMBLES. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. TAX LEVY. For the purpose of paying the annual rent payable under the Lease, the County previously approved and levied a direct annual tax upon all the taxable property in the County, to wit:

TAX LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2001	\$919,685.00

Section 3. ABATEMENT OF TAX LEVY. For the purpose of allocating the County's share of the annual rent payable under the Lease, there shall be and there is hereby adopted an abatement in the amount of \$626,592.00 of the direct annual tax upon all the taxable property in the County, to wit:

**TAX LEVY YEAR**

**ABATEMENT OF  
TAX LEVY**

**A TAX SUFFICIENT  
TO PRODUCE THE  
SUM OF**

2001

\$626,592.00

\$293,093.00

**Section 4. FILING OF ORDINANCE.** The County Clerk of the County (the "County Clerk"), as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached thereto a certified copy of the Lease, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Lease by the County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2001 to 2020, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Lease, and it shall be the duty of the County Clerk annually during the term of the Lease to extend said taxes against all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall be in addition to all other taxes now or hereafter authorized to be levied by the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

**Section 5. APPROVAL OF THE LEASE.** The Lease and all the terms and provisions thereof are hereby ratified, confirmed and approved and the execution thereof by the Chairman of the County Board (the "Chairman") and the County Clerk is hereby ratified, confirmed and approved. Title to the Site shall be as provided in the Lease. The County hereby requests the Commission to issue the bonds of the Commission described in the Lease (the "Bonds").

**Section 6. ALLOCATION OF BENEFITS.** Both the County and the City will receive benefits from the issue of the Bonds and in particular from the series in the principal amount of \$10,000,000 designated as the "Series 2001 Bonds," and the County and the City have irrevocably agreed that \$5,000,000 of the Series 2001 Bonds shall be allocated to the County and \$5,000,000 of the Series 2001 Bonds shall be allocated to the City for purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended (the "Code"). It is hereby found and determined that such allocation bears a reasonable relationship to the respective benefits received by the County and the City from the issue of the Series 2001 Bonds and that only \$5,000,000 of the Series 2001 Bonds shall be taken into account under Section 265(b)(3)(C)(i) of the Code with respect to the County. The balance of the Bonds in the principal amount of \$1,000,000 are being issued on a taxable basis and as such do not require any allocation of benefits.

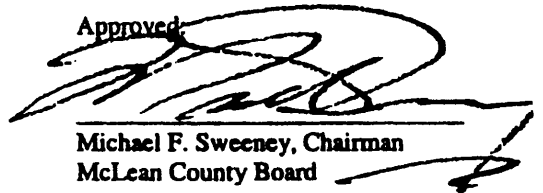
Section 7. CONTINUING DISCLOSURE UNDERTAKING. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 8. SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. REPEALER AND EFFECTIVE DATE. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted November 20, 2001.

Approved:



Michael F. Sweeney, Chairman  
McLean County Board

Attested:



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

Members Sommer/Pokorney moved the County Board approve a Request for Approval of Tax Levy Abatement Ordinance for Lease Payments due to the Public Building Commission for the Government Center, 115 East Washington Street. Acting-Clerk Gillis shows the roll call vote as follows: Owens-no, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-present, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried seventeen to one with one Member voting present.

Member Sommer stated the General Report and Information Items can be found on pages 108-154.

**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Gordon, Chairman, presented the following:



**Illinois Department  
of Transportation**

**Intergovernmental Agreement**

Governmental Body Name County of McLean			
Address 707 Law and Justice Center, P.O. Box 2400			
City, State, Zip Bloomington, Illinois 61702-2400			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 309/828-4331	Fax Number 309/827-4773	FEM/TIN 37-8001888	
Brief Description of Service (full description specified in Part 6) McLean County's Land Development Guide - Project will develop a site plan for a conservation subdivision, including site development guidelines and management of urban growth strategies.			
Compensation Method (full details specified in Part 6) Lump Sum	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement Term From: Execution	
Total Compensation Amount \$64,000	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2004

**REQUIRED SIGNATURES**

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

For THE GOVERNMENTAL BODY:

_____ Signature of Authorized Representative	_____ Type or Print Name of Authorized Representative	_____ Date
---	--	---------------

For THE DEPARTMENT:

_____ Michael A. Williamson, Bureau Chief, Urban Program Planning	_____ Edward R. Gower, Chief Counsel (Approved as to form)
--	---

_____ Linda M. Wheeler, Director, Planning and Programming	_____ Randy K. Varosa, Director, Finance & Administration
---	--

_____ Kirk Brown, Secretary of Transportation	_____ Date
--	---------------

**INTERGOVERNMENTAL AGREEMENT**

**FOR**

**COUNTY OF McLEAN**

This Agreement is by and between

**County of McLean**

Please type or print legibly GOVERNMENTAL BODY's legal name and address

**707 Law & Justice Center, P.O. Box 2400**

**Bloomington, Illinois 61701**

**Attention: Lydia Reynolds**

**E-Mail: Lydia@mcplan.org**

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

**PART 1**

**SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from execution to June 30, 2004.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may be renewed upon written agreement by the parties.

Intergovernmental Agreement (Rev. 10/99)

McLean Co./IL Tomorrow  
Land Development Guide  
CPG 01-39

**PART 2**  
**GENERAL PROVISIONS**

**A. Changes.** If any circumstance or condition in this Agreement changes, **GOVERNMENTAL BODY** must notify the **DEPARTMENT** in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

**D. Records Inspection.** The **DEPARTMENT** or a designated representative shall have access to **GOVERNMENTAL BODY'S** work and applicable records whenever it is in preparation or progress, and the **GOVERNMENTAL BODY** shall provide for such access and inspection.

**E. Records Preservation.** The **GOVERNMENTAL BODY**, shall maintain for a minimum of three years after the 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 the Agreement.

**F. Subcontracting/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the **GOVERNMENTAL BODY** concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the **DEPARTMENT**.

Competitive selection procedures shall be used to procure services having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.

**GOVERNMENTAL BODY** will not employ any person or persons currently employed by the **DEPARTMENT** for any work required by the terms of this Agreement.

**PART 3**  
**FEDERALLY FUNDED AGREEMENTS**

This Part shall be applicable only to federally funded Agreements.

**A. Certification Regarding Lobbying.** **GOVERNMENTAL BODY** certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the **GOVERNMENTAL BODY**, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.



**GOVERNMENTAL BODY** further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the **GOVERNMENTAL BODY** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **GOVERNMENTAL BODY** also agrees that **GOVERNMENTAL BODY** shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

**B. Civil Rights.** **GOVERNMENTAL BODY** shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

**C. Control of Property.** **GOVERNMENTAL BODY** certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

**D. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31.

**E. Debarment.** **GOVERNMENTAL BODY** certifies that to the best of its knowledge and belief, **GOVERNMENTAL BODY** and **GOVERNMENTAL BODY'S** principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 5-40(b); d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective **GOVERNMENTAL BODY** to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective **GOVERNMENTAL BODY** shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the **DEPARTMENT** determined whether to enter into this transaction. If it is later determined that **GOVERNMENTAL BODY** knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the **DEPARTMENT** may terminate this Agreement for cause. The **GOVERNMENTAL BODY** shall provide immediate written notice to the **DEPARTMENT** if at any time the **GOVERNMENTAL BODY** learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the

meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by Section 4-50. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

#### PART 4 SPECIFIC PROVISIONS

**A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Susan B. Stitt  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Room 307  
Springfield, Illinois 62764**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the

**GOVERNMENTAL BODY** within seven (7) calendar days. If such action is not taken within the time afforded, the **DEPARTMENT** may terminate the Agreement by giving seven (7) days written notice to the **GOVERNMENTAL BODY**. Additionally, the **Department** may terminate the Agreement by giving thirty (30) days written notice. In either instance, the **GOVERNMENTAL BODY** shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

**D. Location of Service.** Service to be performed by the **GOVERNMENTAL BODY** shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.** All documents, data and records produced by **GOVERNMENTAL BODY** in carrying out **GOVERNMENTAL BODY's** obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the **Department**. The **DEPARTMENT** shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to **GOVERNMENTAL BODY**. All documents, data and records utilized in performing research shall be available for examination by the **DEPARTMENT** upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the **DEPARTMENT**, be appropriately arranged, indexed and delivered to the **DEPARTMENT** by **GOVERNMENTAL BODY**.

**E. Software.** All software and related computer programs produced and developed by **GOVERNMENTAL BODY** (or authorized contractor or subcontractor thereof) in carrying out **GOVERNMENTAL BODY's** obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both **DEPARTMENT** and **GOVERNMENTAL BODY**. The **DEPARTMENT** shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the **DEPARTMENT** shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The **DEPARTMENT** agrees that any entity to whom the software and related computer programs will be give, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both **DEPARTMENT** and **GOVERNMENTAL BODY**.

**G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by **GOVERNMENTAL BODY** pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the **DEPARTMENT**. All information secured by **GOVERNMENTAL BODY** from the **DEPARTMENT** in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the **DEPARTMENT**.

**H. Reporting/Consultation.** **GOVERNMENTAL BODY** shall consult with and keep the **DEPARTMENT** fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** No expenses for travel, lodging, or per diem shall be paid by the **DEPARTMENT** pursuant to this Agreement.

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

**Land Development Guide for McLean County**

**I. Introduction**

This project will address the management of urban growth in McLean County, with emphasis on the unincorporated growth areas on the urban fringe of the Bloomington-Normal metro area. It will involve 1) the formation of a conservation subdivision plan and guidelines, 2) the formation of site development guidelines to establish standards for environmentally sensitive development, and 3) evaluation of selected growth management strategies, including transfer/purchase of development rights, agricultural/conservation easements and others as determined appropriate for addressing urban sprawl and related problems.

The project will provide for sensible growth in the face of continued urban growth and sprawl and related loss of open space, including farmland and woodland, and the increasing availability of urban services in unincorporated areas which could exacerbate the problem. It will involve close cooperation with a number of public and private interests and improve the quality of development in McLean County. Plans for the management of growth will provide for an efficient use of the county's infrastructure including its transportation system.

The products developed, as a result of this project, will serve to implement at least three key strategies identified in the McLean County Regional Comprehensive Plan, which incorporates the following documents which have been adopted by Bloomington, Normal and McLean County: 2025 Long Range Transportation Plan-Bloomington-Normal Urbanized Area; McLean County Regional Greenways Plan; City Of Bloomington Comprehensive Plan; Town Of Normal Comprehensive Plan.

**II. Scope of Work**

The project will be coordinated by McLean County Regional Planning Commission (MCRPC) in cooperation with the McLean County Building and Zoning Department (McLean County). McLean County will contract with MCRPC for the production of three specific products as follows:

- 1) A site plan for a conservation subdivision in one of the planned growth areas on the urban fringe to serve as a demonstration project for the provision of innovative housing and the preservation of open space in developing areas. The conservation subdivision plan will demonstrate a development pattern that would preserve open space and be conducive to the orderly provision of services as they become available. McLean County and MCRPC will seek participation by one or more local property owners and developers in preparing a conservation subdivision plan for a specific property. MCRPC may use a consultant to assist with preparing this plan. The plan would then serve as a guide for the property owner and developer to develop the conservation subdivision. In the event no land owner or developer can be found to participate directly in this project, as outlined above, a concept plan for a conservation subdivision would be prepared for a suitable tract within a proposed growth area on the fringe of the Bloomington-Normal metropolitan area, as defined by the McLean County Regional Comprehensive Plan. In the process of forming the conservation subdivision plan, MCRPC and McLean County will also develop conservation subdivision guidelines to serve as a guide for the development of future conservation subdivisions and to be considered for incorporation into the McLean County subdivision code.

- 2) **Site development guidelines to help ensure harmonious development, especially in environmentally sensitive areas. The site development guidelines will provide a mechanism for development that aims to preserve the natural resources of McLean County. MCRPC will work in cooperation with local engineers and planners from McLean County, the City of Bloomington, and Town of Normal to review relevant codes and language from site development guidelines of other jurisdictions. After review, language will be formulated for a site development guidelines chapter of local subdivision codes. It will then be presented for input to the local development and environmental community and presented to local governments for adoption as an amendment to local subdivision codes.**
  
- 3) **A study and report will evaluate selected growth management strategies for McLean County, including transfer/purchase of development rights, agricultural/conservation easements and others as determined appropriate for addressing urban sprawl, farmland preservation, preservation of environmentally sensitive lands and related problems. MCRPC may use the services of a private consultant and will have an advisory committee to assist with this evaluation, including the review of existing plans and ordinances, conducting public involvement efforts, and recommending specific mechanisms for addressing growth management in this area. Emphasis will be placed on the potential implementation of the recommended mechanisms.**

Each of the above projects will be completed in cooperation with a variety of organizations including 1) County of McLean; 2) City of Bloomington; 3) Town of Normal; 4) Bloomington-Normal Water Reclamation District; 5) McLean County Regional Planning Commission (MCRPC); 6) One or more local landowners; 7) One or more local developers.

Deliverables will include:

- a conservation subdivision plan and guidelines
- site development guidelines chapter for local subdivision codes
- a report addressing growth management strategies

### **III. Budget**

Total cost for the project will be \$60,000, including a local match of \$6,000. The local match will be provided by McLean County through a service agreement with McLean County Regional Planning Commission. The cost breakdown by major project component is as follows:

- 25,000 - consultant time and materials for conservation subdivision plan and guidelines
- \$15,000 - consultant time and materials of preparation of site development guidelines (including \$6,000 local match)
- \$20,000 - consultant time and materials to evaluate growth management strategies and prepare report
- \$60,000 - total project cost.

Approval of this proposal authorizes the McLean County Board Chairman to execute the corresponding IDOT contract.

**PART 6  
COMPENSATION FOR SERVICES**

**Participation:**

**State Planning and Research (SPR) Funds**  
**Federal Funding Through IDOT**  
**IDOT Funding**

	<b>\$48,000</b>	<b>80%</b>
	<b>\$6,000</b>	<b>10%</b>
<b>Subtotal</b>	<b>\$54,000</b>	<b>90%</b>
	<b>\$6,000</b>	<b>10%</b>
	<b>\$60,000</b>	<b>100%</b>

**Funding Through Governmental Body**  
**TOTAL**

**Intergovernmental Agreement (Rev. 10/99)**

**McLean Co./IL Tomorrow  
Land Development Guide  
CPG 01-39**

**Members Gordon/Rodman moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County and IDOT for an Illinois Tomorrow Grant for a County Land Development Guide. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.**

Member Gordon, Chairman, presented the following:

**AGREEMENT FOR TECHNICAL PLANNING SERVICES**  
Land Use Development Guide

This agreement is entered into by and between the County of McLean, hereinafter referred to as the "County", and the McLean County Regional Planning Commission, hereinafter referred to as the "Commission", for technical planning services, as specified herein.

Whereas, the County is a unit of local government with authority pursuant to the Illinois Constitution to enter into agreements with other units of local government, and agencies of said units, and

Whereas, the Commission is authorized to enter into contracts with units of local government, and

Whereas, the County desires to engage the services of the Commission in order to prepare a Land Development Guide for the County, and

Whereas, the Commission is willing and able to provide the aforementioned services:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**I. INTRODUCTION**

This project will address the management of urban growth in McLean County, with emphasis on the unincorporated growth areas on the urban fringe of the Bloomington-Normal metro area. It will involve 1) the formation of a conservation subdivision plan and guidelines, 2) the formation of site development guidelines to establish standards for environmentally sensitive development, and 3) evaluation of selected growth management strategies, including transfer/purchase of development rights, agricultural/conservation easements and others as determined appropriate for addressing urban sprawl and related problems.

**II. SCOPE OF SERVICES**

The project will be coordinated by McLean County Regional Planning Commission (MCRPC) in cooperation with the McLean County Building and Zoning Department (McLean County) for the production of three specific products as follows:

1. A site plan for a conservation subdivision in one of the planned growth areas on the urban fringe to serve as a demonstration project for the provision of innovative housing and the preservation of open space in developing areas. The conservation subdivision plan will demonstrate a development pattern that would preserve open space and be conducive to the orderly provision of services as they become available. McLean County and MCRPC will seek participation by one or more local property owners and developers in preparing a conservation subdivision plan for a specific property. MCRPC may use a consultant to assist with preparing this plan. The plan would then serve as a guide for the property owner and developer to develop the conservation subdivision. In the event no land owner or developer can be found to participate directly in this project, as outlined above, a concept plan for a conservation subdivision would be prepared for a suitable tract within a proposed growth area on the fringe of the Bloomington-Normal metropolitan area, as defined by the McLean County Regional Comprehensive Plan. In the process of forming the conservation subdivision plan, MCRPC and McLean County will also develop conservation subdivision guidelines to serve as a guide for the development of future conservation subdivisions and to be considered for incorporation into the McLean County subdivision code.
2. Site development guidelines to help ensure harmonious development, especially in environmentally sensitive areas. The site development guidelines will provide a mechanism for development that aims to preserve the natural resources of McLean County. MCRPC will work in cooperation with local engineers

and planners from McLean County, the City of Bloomington, and Town of Normal to review relevant codes and language from site development guidelines of other jurisdictions. After review, language will be formulated for a site development guidelines chapter of local subdivision codes. It will then be presented for input to the local development and environmental community and presented to local governments for adoption as an amendment to local subdivision codes.

3. A study and report will evaluate selected growth management strategies for McLean County, including transfer/purchase of development rights, agricultural/conservation easements and others as determined appropriate for addressing urban sprawl, farmland preservation, preservation of environmentally sensitive lands and related problems. MCRPC may use the services of a private consultant and will have an advisory committee to assist with this evaluation, including the review of existing plans and ordinances, conducting public involvement efforts, and recommending specific mechanisms for addressing growth management in this area. Emphasis will be placed on the potential implementation of the recommended mechanisms.

Each of the above projects will be completed in cooperation with a variety of organizations including 1) County of McLean; 2) City of Bloomington; 3) Town of Normal; 4) Bloomington-Normal Water Reclamation District; 5) McLean County Regional Planning Commission (MCRPC); 6) One or more local landowners; 7) One or more local developers.

Deliverables will include:

1. a conservation subdivision plan and guidelines
2. site development guidelines chapter for local subdivision codes
3. a report addressing growth management strategies

### III. PROJECT COSTS AND FINANCING

Total cost for the project will be \$60,000, including a local match of \$6,000. The local match will be provided by McLean County Regional Planning Commission through the regional service agreement. The cost breakdown by major project component is as follows:

\$25,000	MCRPC time and materials for conservation subdivision plan and guidelines
\$15,000	MCRPC time and materials of preparation of site development guidelines (including \$6,000 local match)
\$20,000	MCRPC time and materials to evaluate growth management strategies and prepare report
<hr/>	
\$60,000	Total project cost.

A. The amount budgeted for the project is \$60,000

B. The parties to this agreement pledge the following amounts to finance the project:

1. McLean County Regional Planning Commission pledges \$6,000 of funds derived from regional service agreements.
2. The County of McLean pledges the \$54,000 of Illinois Tomorrow funds that were awarded to the County for this project.

### IV. SCHEDULE OF PAYMENTS

The Commission will invoice the County quarterly in proportion to the amount of work completed.

### V. COMPLETION SCHEDULE

It is anticipated that the project will be completed 18 months from the execution of this agreement.



## VI. GENERAL CONDITIONS

**A. Certification Regarding Lobbying.** COMMISSION certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the COMMISSION, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

COMMISSION further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the COMMISSION shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The COMMISSION also agrees that COMMISSION shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

**B. Debarment.** COMMISSION certifies that to the best of its knowledge and belief, COMMISSION and COMMISSION's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal County or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 5-40(b); d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective COMMISSION to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective COMMISSION shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the COUNTY determined whether to enter into this transaction. If it is later determined that COMMISSION knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the COUNTY may terminate this Agreement for cause. The COMMISSION shall provide immediate written notice to the COUNTY if at any time the COMMISSION learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The COMMISSION agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the COUNTY. The COMMISSION agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered

Transaction," provided by the COUNTY, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The COMMISSION may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless COMMISSION knows the certification is erroneous. COMMISSION may decide the method and frequency by which it determines the eligibility of its principals. Each COMMISSION may, but is not required to, check the Nonprocurement List. If a COMMISSION knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the COUNTY may terminate this Agreement for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by Section 4-50. The knowledge and information of a COMMISSION is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

C. **Non-Appropriation.** This Agreement is subject to the Non-Appropriation provision listed in Part 2, Paragraph C of the General Provisions of the Intergovernmental Agreement by and between the Illinois Department of Transportation and the County of McLean for the development of a Land Development Guide for McLean County.

D. **Conditions Precedent.** This Agreement is subject to the conditions set forth in the Intergovernmental Agreement by and between the Illinois Department of Transportation and the County of McLean dated:

\_\_\_\_\_

County of McLean

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

Attest:

\_\_\_\_\_

McLean County Clerk

McLean County Regional Planning Commission

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

Members Gordon/Berglund moved the County Board approve a Request for Approval of a Contract with McLean County Regional Planning Commission to Coordinate Production of the County Land Development Guide. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report is located on pages 169-181.

**PROPERTY COMMITTEE:**  
Member Salch, Chairman, presented the following:

**LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**Veterans Assistance Commission**

As Tenant,

For

Office Space Located on the First Floor of  
200 East Grove Street, Bloomington, Illinois

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	1
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Conduct.</u>	2
9. <u>Signs.</u>	2
10. <u>Estoppel.</u>	2
11. <u>Access to Premises.</u>	3
12. <u>Hazardous Material.</u>	3
13. <u>Condemnation.</u>	4
14. <u>Destruction.</u>	4
15. <u>Insolvency.</u>	4
16. <u>Assignment and Subletting.</u>	4
17. <u>Default.</u>	5
18. <u>Termination; Surrender of Possession.</u>	5
19. <u>Waiver.</u>	6
20. <u>Notices.</u>	6
21. <u>Agency.</u>	7

22. <u>Partial Invalidity.</u>	7
23. <u>Holding Over.</u>	7
24. <u>Successors.</u>	7
25. <u>Right to Terminate.</u>	7
26. <u>Non-Affiliation Clause.</u>	7
Approval Signatures	8

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to continue a lease agreement for 1,022 s.f. of office space located on the first floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminates on December 31, 2002.
  
2. **Rent.**
  - a. Rent shall be \$3,680.00 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
  
  - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  
3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
  
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
  
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as an portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,

- (i) VAC shall immediately notify COUNTY of the event;
- (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.



13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; an

b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.

19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.

20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to VAC:**

Executive Director  
Veterans Assistance Commission  
201 E. Grove Street, 1st Floor  
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

**IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.**

**APPROVED:**

**VETERANS ASSISTANCE  
COMMISSION**

**COUNTY OF McLEAN**

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

By: \_\_\_\_\_  
**Chairman, McLean County Board**

**ATTEST:**

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

By: \_\_\_\_\_  
**Clerk of the McLean County Board**

# **LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**PATH Crisis Center**

As Tenant,

For

**Office Space Located on the Second Floor of  
200 East Grove Street, Bloomington, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	2
4. <u>Utilities.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	10



## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and PATH Crisis Center, (hereinafter referred to as "PATH"), as tenant, entered into a lease agreement on October 17, 2000, for 2,418 s.f. of office space located on the south side of the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"), for a term of January 1, 2001, through December 31, 2001; and, subsequently on June 19, 2001, entered into an Amended Lease Agreement to add 160 s.f. of office space to PATH's lease resulting in a new total leased premises by PATH of 2,578 s.f.; and

WHEREAS, on September 17, 2001, PATH sent a formal request to COUNTY to add to their office space and amended lease agreement the vacant offices located on the east side of the second floor of BUILDING consisting of 1,150 s.f., for a revised quantity of 3,728 s.f. of office space for PATH, and labeled as "A" on the attached drawing, the rent of which to be added to the aforementioned lease agreement at the same rate per s.f. as the original lease, and further, that the cost for the utilities and maintenance expense associated with this added office space shall be billed to PATH by COUNTY in the regular monthly invoice, using the same calculation formula as for the existing office space; and,

WHEREAS, the parties mutually agree to cancel and rescind all prior lease agreements, hereinbefore entered into by the parties on the 17th day of October, 2000, and on the 19th day of June, 2001,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. **Rent.**
  - a. Commencing with the January, 2002, rent payment to COUNTY by PATH, the monthly rent amount is \$928.89 per month for the term of the lease.
  - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer**  
**104 W. Front Street, Suite 706**  
**Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** PATH shall use the aforementioned leased premises only for the purposes of its general business office. PATH shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. PATH shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** PATH shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of PATH employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of PATH employees, agents, or clients. PATH shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. PATH shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. PATH shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking for PATH.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by PATH without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of PATH displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to PATH certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by PATH at

the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by PATH that PATH may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. PATH shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

- a. **Covenants to Hold Harmless.** PATH agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. PATH shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting PATH against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** PATH shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by PATH in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from PATH business. PATH's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after PATH is given written request for same. COUNTY shall bill PATH without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** PATH shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by PATH in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for

property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. PATH shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. PATH shall furnish COUNTY additional certificates of PATH's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** PATH shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by PATH without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs,

or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**

- a. **Prohibition.** PATH expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** PATH expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of PATH, its agents, employees, invitees, clients, or licensees,
  - (i) PATH shall immediately notify COUNTY of the event;
  - (ii) PATH shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) PATH shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) PATH shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) PATH shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** PATH expressly covenants and agrees that the duties, obligations, and liabilities of PATH under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon PATH and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit PATH to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of PATH shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of PATH, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or PATH to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor PATH shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by PATH in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or PATH shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if PATH shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of PATH shall be appointed by reason of PATH's insolvency or inability to pay its debts, or if any assignment shall be made of PATH's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of PATH hereunder, by giving PATH notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** PATH shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

**19. Default.** If PATH shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which PATH is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if PATH shall abandon or vacate the premises during the term of this lease, or if PATH shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to PATH have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by PATH during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by PATH to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate PATH's right of possession and repossess the leased premises without demand or notice of any kind to PATH, in which case COUNTY may relet all or any part of the leased premises. PATH shall be responsible for all costs of reletting. PATH shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of PATH's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

**20. Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, PATH shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at PATH's cost and expense, remove from the property all signs, symbols and trademarks pertaining to PATH's business and repair any damages caused by such removal; and

b. If PATH shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of PATH left upon the leased premises in any manner that COUNTY shall choose without incurring liability to PATH or to any other person. The failure of PATH to remove any property from the leased premises shall forever bar PATH from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of PATH requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by PATH.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to PATH:**

Executive Director  
PATH Crisis Center  
201 E. Grove Street, 2<sup>nd</sup> Floor  
Bloomington, Illinois 61701



23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of PATH unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

**IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.**

**APPROVED:**

**PATH CRISIS CENTER**

**COUNTY OF McLEAN**

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

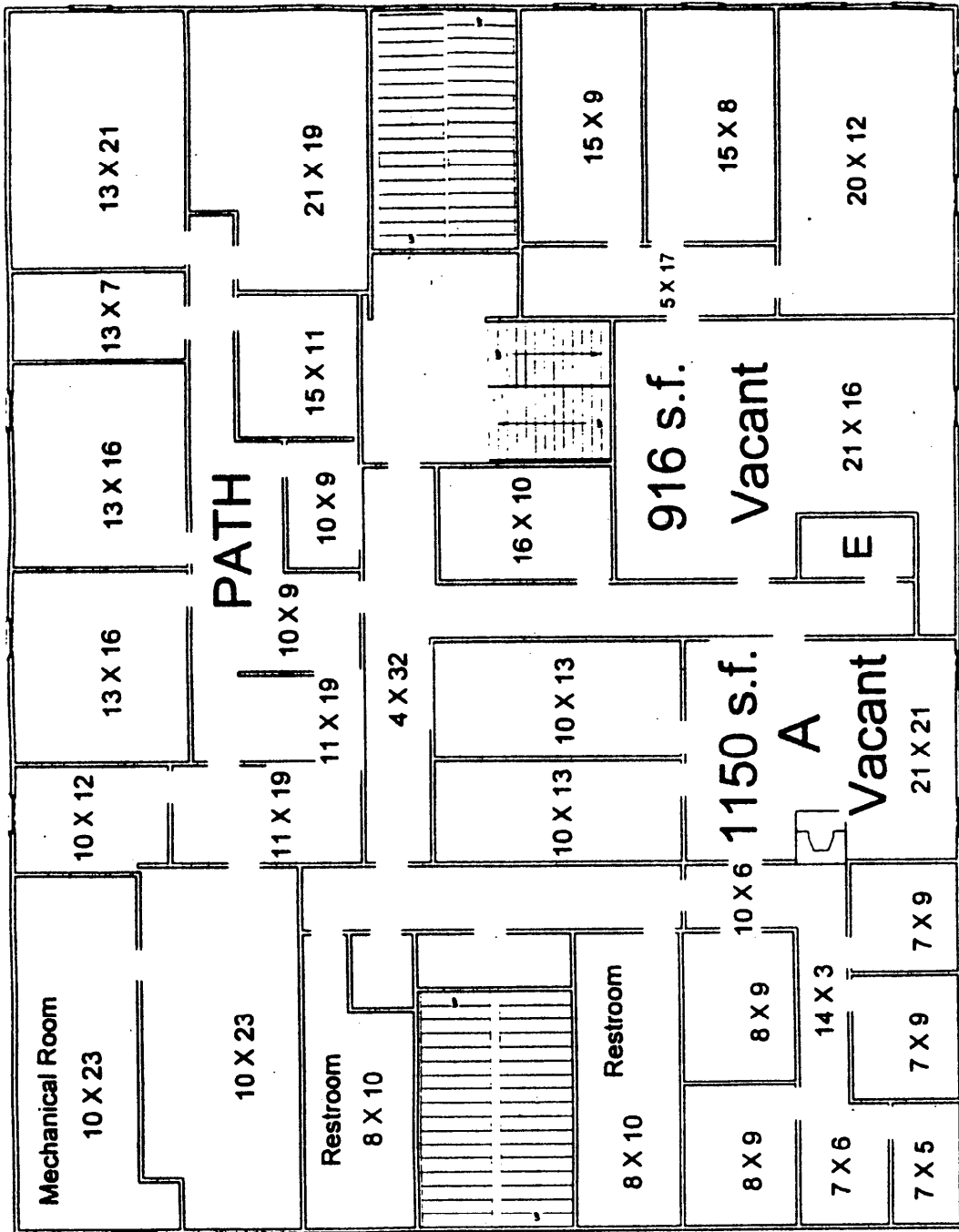
By: \_\_\_\_\_  
**Chairman, McLean County Board**

**ATTEST:**

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

By: \_\_\_\_\_  
**Clerk of the McLean County Board**

**PATH02.Doc**



McBarnes 2nd Floor    Revised:9/18/01    Conceptional    2,066 rentable s.f.    Draw by: J. Moody



Business Office  
11 E. Grove Street  
Bloomington, IL 61701

(9) 828-1022  
(0) 570-7284  
AX: 827-7485

- ▶ 24-hour Crisis Line
- ▶ Information and Referrals
- ▶ Senior Services
- ▶ Human Services Directory
- ▶ Referral Seminars
- ▶ Volunteer Opportunities

Accredited by  
the American  
Association of  
Child Welfare

September 7, 2001

**RECEIVED**

SEP 17 2001

**Facilities Mgt. Div**

Jack Moody  
Facilities manager  
McLean County  
104 W. Front  
Bloomington, IL 61702-2400

I am writing to request additional office space for PATH in the McBarnes Building. We are interested in the space on the east side that was formally occupied by the Child Protection Network. Please let us know of the availability of this space.

Sincerely,

Joe Gibson  
Executive Director, PATH



# **LEASE AGREEMENT**

Between

**THE COUNTY of McLEAN**

As Landlord

And

**UNITED WAY OF McLEAN COUNTY**

As Tenant,

For

**Office Space Located on the First Floor of  
200 East Grove Street, Bloomington, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	1
4. <u>Utilities.</u>	1
5. <u>Building Common Areas.</u>	1
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	2
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	4
15. <u>Condemnation.</u>	5
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	6
20. <u>Termination: Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	8
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	10

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the United Way of McLean County, (hereinafter referred to as "UNITED WAY"), as tenant, desire to continue a lease agreement for office space consisting of 2,835 s.f. located on the first floor and 828 s.f. of the contiguous basement storeroom space located directly below the first floor tenant space of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, the parties expressly agree that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminates on December 31, 2002.
2. **Rent.**
  - a. Rent shall be \$9,523.80 per year, payable in twelve equal monthly installments of \$793.65
  - b. All rent payments shall be mailed to the below address:  
**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** UNITED WAY shall use the aforementioned leased premises only for the purposes of its general business office. UNITED WAY shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. UNITED WAY shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** UNITED WAY shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of UNITED WAY employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.



6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of UNITED WAY employees, agents, or clients. UNITED WAY shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. UNITED WAY shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. UNITED WAY shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking for UNITED WAY.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by UNITED WAY without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of UNITED WAY displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to UNITED WAY certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by UNITED WAY at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by UNITED WAY that UNITED WAY may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. UNITED WAY shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** UNITED WAY agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and

shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. UNITED WAY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting UNITED WAY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
  
- c. **Added Risk.** UNITED WAY shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by UNITED WAY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from UNITED WAY business. UNITED WAY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after UNITED WAY is given written request for same. COUNTY shall bill UNITED WAY without notice or negotiation for any rate increase.
  
- d. **Obligation to Carry Public Liability Insurance.** UNITED WAY shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by UNITED WAY in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. UNITED WAY shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. UNITED WAY shall furnish COUNTY additional certificates of UNITED WAY's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon

**Page four**

the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** UNITED WAY shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by UNITED WAY without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** UNITED WAY expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** UNITED WAY expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of UNITED WAY, its agents, employees, invitees, clients, or licensees,
- (i) UNITED WAY shall immediately notify COUNTY of the event;
  - (ii) UNITED WAY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) UNITED WAY shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) UNITED WAY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) UNITED WAY shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** UNITED WAY expressly covenants and agrees that the duties, obligations, and liabilities of UNITED WAY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon UNITED WAY and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit UNITED WAY to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of UNITED WAY shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of UNITED WAY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or UNITED WAY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor UNITED WAY shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by UNITED WAY in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or UNITED WAY shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if UNITED WAY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of UNITED WAY shall be appointed by reason of UNITED WAY's insolvency or inability to pay its debts, or if any assignment shall be made of UNITED WAY's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of UNITED WAY hereunder, by giving UNITED WAY notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** UNITED WAY shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If UNITED WAY shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which UNITED WAY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if UNITED WAY shall abandon or vacate the premises during the term of this lease, or if UNITED WAY shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to UNITED WAY have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. **Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by UNITED WAY during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by UNITED WAY to COUNTY.**
- b. **Without waiving its right to terminate this lease, or any extensions thereof, terminate UNITED WAY's right of possession and repossess the leased premises without demand or notice of any kind to UNITED WAY, in which case COUNTY may relet all or any part of the leased premises. UNITED WAY shall be responsible for all costs of reletting. UNITED WAY shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.**
- c. **Have specific performance of UNITED WAY's obligations.**
- d. **Cure the default and recover the cost of curing the same being on demand.**

**20. Termination; Surrender of Possession.**

- a. **Upon the expiration or termination of this lease, or any extension thereof, UNITED WAY shall:**
  - (i) **Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;**
  - (ii) **Surrender possession of the leased premises to COUNTY; and**
  - (iii) **Upon the request of COUNTY, at UNITED WAY's cost and expense, remove from the property all signs, symbols and trademarks pertaining to UNITED WAY's business and repair any damages caused by such removal; and**
- b. **If UNITED WAY shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of UNITED WAY left upon the leased premises in any manner that COUNTY shall choose without incurring liability to UNITED WAY or to any other person. The failure of UNITED WAY to remove any property from the leased premises**

shall forever bar UNITED WAY from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of UNITED WAY requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by UNITED WAY.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to UNITED WAY:**

Executive Director  
UNITED WAY of McLean County  
201 E. Grove Street, 1st Floor  
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of UNITED WAY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.



**IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20<sup>th</sup> day of November, 2001.**

**APPROVED:**

**UNITED WAY OF McLEAN  
COUNTY**

**COUNTY OF McLEAN**

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

**By: \_\_\_\_\_  
Chairman, McLean County Board**

**ATTEST:**

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

**By: \_\_\_\_\_  
Clerk of the McLean County Board**

# **LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**The Institute for Collaborative Solutions, Inc.  
(ICS)**

as Tenant,

for

**Office Space Located on the Fourth Floor, Suite 400A of  
200 West Front Street, Bloomington, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Rent</u>	1
3. <u>Tenant's Use and Operation</u>	1
4. <u>Utilities</u>	1
5. <u>Building Common Areas</u>	2
6. <u>Maintenance and Repair</u>	2
7. <u>Parking</u>	2
8. <u>Alterations</u>	2
9. <u>Insurance and Indemnity</u>	3
10. <u>Conduct</u>	4
11. <u>Signs</u>	4
12. <u>Estoppel</u>	4
13. <u>Access to the Premises</u>	4
14. <u>Hazardous Material</u>	4
15. <u>Condemnation</u>	5
16. <u>Destruction</u>	6
17. <u>Insolvency</u>	6
18. <u>Assignment and Subletting</u>	6
19. <u>Default</u>	6

20.	<u>Termination; Surrender of Possession</u>	7
21.	<u>Waiver</u>	8
22.	<u>Notices</u>	8
23.	<u>Agency</u>	8
24.	<u>Partial Invalidity</u>	8
25.	<u>Holding Over</u>	9
26.	<u>Successors</u>	9
27.	<u>Right to Terminate</u>	9
28.	<u>Non-Affiliation Clause</u>	9
	Approval Signatures	9

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Institute for Collaborative Solutions, (hereinafter referred to as "ICS") as Tenant, desire to continue a lease agreement for office space consisting of 1,694 s.f. located on the southeast corner of the fourth floor, Suite 400-A, of the 200 West Front Street building, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall be for one (1) year to commence on January 1, 2002, and terminate on December 31, 2002.
2. **Rent.**
  - a. Rent shall be **\$10,570.56** payable in twelve equal monthly installments of \$880.88 per month.
  - b. All rent payments to COUNTY shall be mailed to the below address:

**McLean County Treasurer  
McLean County  
104 W. Front Street, Room 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during the term of this lease shall be payable to COUNTY on the first day of each month.
3. **Tenant's Use and Operation.** ICS shall use the aforementioned leased premises only for the purposes of its general business office. ICS shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. ICS shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall pay all electrical and gas utility invoices from the utility providers who service BUILDING, including the leased premises. ICS shall be responsible for the payment of any phone and data services for their leased premises.

5. **Building Common Areas:** ICS shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby and atrium areas for the purpose of egress and ingress of ICS employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of ICS or its employees or clients. ICS shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ICS shall keep all glass areas of the leased premises clean which are visible from the BUILDING common area hallways. ICS shall be responsible for their own custodial needs and the cost of replacement ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide ICS no parking stalls at BUILDING and further, ICS agrees not to park any employee vehicles in the lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense. The parking at BUILDING is for ICS client parking only.
8. **Alterations.** No alterations or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of ICS displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ICS certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by ICS at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by ICS that ICS may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ICS shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

a. **Covenants to Hold Harmless.** ICS agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ICS shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ICS against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** ICS shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ICS in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ICS business. ICS's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ICS is given written request for same. COUNTY shall bill ICS without notice or negotiation for any rate increase.

d. **Obligation to Carry Public Liability Insurance.** ICS shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ICS in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an Additional Insured in all policies of liability insurance maintained pursuant to this provision. ICS shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease or any subsequent lease agreement extensions thereof. ICS shall furnish COUNTY additional certificates of insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate(s).

e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** ICS shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ICS without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions, or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** ICS expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation,



ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et. seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et. seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** ICS expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by ICS, its agents, employees, invitees, clients, or licensees, or by the negligence of ICS, its agents, employees, invitees, clients, or licensees,

- (i) ICS shall immediately notify COUNTY of the event;
- (ii) ICS shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) ICS shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) ICS shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) ICS shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** ICS expressly covenants and agrees that the duties, obligations, and liabilities of ICS under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ICS and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ICS to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of ICS shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ICS, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either ICS or ICS to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ICS shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ICS in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ICS shall have the right to terminate this lease agreement, or any extensions thereof.
17. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ICS shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of ICS shall be appointed by reason of ICS's insolvency or inability to pay its debts, or if any assignment shall be made of ICS's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of ICS hereunder, by giving ICS notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** ICS shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If ICS shall fail to make any payment of rent hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ICS is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ICS shall abandon or vacate the premises during the term of this lease agreement, or if ICS shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ICS, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity.
  - a. Terminate this lease agreement, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final

damages, the total amount due to be paid by ICS during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ICS to COUNTY.

- b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate ICS's right to possession and repossess the leased premises without demand or notice of any kind to ICS, in which case COUNTY may relet all or any part of the leased premises. ICS shall be responsible for all costs of reletting. ICS shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of ICS obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

**20. Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease or any lease agreement extension thereof, ICS shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease agreement, ordinary wear and tear excepted), remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at ICS's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to ICS's business and repair any damage caused by such removal.
  - (iv) ICS agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by ICS has been removed by ICS, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by ICS.
- b. If ICS shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of ICS which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to ICS or to any other person. The failure of ICS to remove any property from the leased premises shall forever bar ICS from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of ICS requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ICS.
22. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**  
Office of the County Administrator  
McLean County  
104 W. Front Street, Room 701  
Bloomington, Illinois 61702-2400

**With copies to:**  
Director Facilities Management  
McLean County  
104 W. Front Street, Room 101  
Bloomington, Illinois 61702-2400

**If to ICS:**  
President of the Board  
Institute for Collaborative Solutions  
200 W. Front Street, 4th Floor  
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease agreement, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby and each term, covenant or condition of this lease agreement shall be valid and be enforced to the fullest extent permitted by law.

- 25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the same terms and condition herein specified, so far as applicable.
- 26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of ICS unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 27. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.
- 28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.

**APPROVED:**

**Institute for Collaborative Solutions**

**McLean County**

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

By: \_\_\_\_\_  
Chairman, McLean County Board

**ATTEST:**

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

By: \_\_\_\_\_  
Clerk, McLean County Board

**LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**Board of Election Commissioners  
City of Bloomington**

As Tenant,

For

**Office Space Located on the 4<sup>th</sup> Floor of  
200 W. Front Street, Bloomington, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Utilities.</u>	1
5. <u>Building Common Areas.</u>	1
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	2
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	4
15. <u>Condemnation.</u>	5
16. <u>Destruction.</u>	5
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	6
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	7

22. <u>Notices.</u>	8
23. <u>Agency.</u>	8
24. <u>Partial Invalidity.</u>	8
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
28. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	9



## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Board of Election Commissioners for the City of Bloomington (hereinafter referred to as "BEC"), as tenant, desire to continue a lease agreement for office space consisting of 2,564 s.f. located on the northeast side of the fourth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. **Rent.**
  - a. Rent shall be \$14,050.72 per year, payable in twelve equal monthly installments of \$1,170.89.
  - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** BEC shall use the aforementioned leased premises only for the purposes of its general business office. BEC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. BEC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all utilities except telephone and data.
5. **Building Common Areas.** BEC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of BEC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of BEC employees, agents, or clients. BEC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. BEC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. BEC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking stalls to BEC.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by BEC without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of BEC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to BEC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by BEC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by BEC that BEC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. BEC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** BEC agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's

fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. BEC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting BEC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** BEC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by BEC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from BEC business. BEC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after BEC is given written request for same. COUNTY shall bill BEC without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** BEC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by BEC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. BEC shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. BEC shall furnish COUNTY additional certificates of BEC's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only

with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** BEC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by BEC without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** BEC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, *et seq.*, and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.*, and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** BEC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of BEC, its agents, employees, invitees, clients, or licensees,

- (i) BEC shall immediately notify COUNTY of the event;
- (ii) BEC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) BEC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) BEC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) BEC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** BEC expressly covenants and agrees that the duties, obligations, and liabilities of BEC under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon BEC and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit BEC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of BEC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of BEC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or BEC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor BEC shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be

abated in proportion to the area of the leased premises which is rendered untenable by BEC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or BEC shall have the right to terminate this lease, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if BEC shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of BEC shall be appointed by reason of BEC's insolvency or inability to pay its debts, or if any assignment shall be made of BEC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of BEC hereunder, by giving BEC notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** BEC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If BEC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which BEC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if BEC shall abandon or vacate the premises during the term of this lease, or if BEC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to BEC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by BEC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by BEC to COUNTY.

- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate BEC's right of possession and repossess the leased premises without demand or notice of any kind to BEC, in which case COUNTY may relet all or any part of the leased premises. BEC shall be responsible for all costs of reletting. BEC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of BEC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

**20. Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, BEC shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at BEC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to BEC's business and repair any damages caused by such removal; an
- b. If BEC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of BEC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to BEC or to any other person. The failure of BEC to remove any property from the leased premises shall forever bar BEC from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of BEC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by BEC.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to BEC:**

Executive Director  
Bloomington Board of Election Commissioners  
200 W. Front Street, 4<sup>th</sup> Floor  
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.



- 25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenant and agreements herein. No rights, however, shall inure to the benefit of any assignee of BEC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
- 28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.

APPROVED:

BLOOMINGTON BOARD OF  
ELECTION COMMISSIONERS

COUNTY OF McLEAN

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

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

BBECOMM02.Doc

**LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**YWCA OF McLEAN COUNTY**

As Tenant,

For

**Office Space Located on the First Floor of  
905 N. Main Street, Normal, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination: Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and YWCA of McLean County, (hereinafter referred to as "YWCA"), as tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal Illinois, (hereinafter referred to as 'BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. **Rent.**
  - a. YWCA agrees to pay COUNTY \$7,223.94 for the term of this lease agreement, payable in twelve equal monthly installments of \$602.00 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.
  - b. All rent payments shall be mailed to the below address:  
  

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Capital Improvement Fund.** All monies paid into this FUND by YWCA shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
  - a. Additions and/or renovations to BUILDING and the adjacent property;
  - b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
  - b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

4. **Tenant's Use and Operation.** YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
5. **Building Common Areas.** YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of YWCA employees, agents, or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

- a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

- d. **Obligation to Carry Public Liability Insurance.** YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** YWCA shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by YWCA without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and



stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**

a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, *et seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.* and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,

- (i) YWCA shall immediately notify COUNTY of the event;
- (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

(v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit YWCA to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of YWCA shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or

inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried or upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the leased premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of YWCA's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and
- b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to YWCA:**

Executive Director  
YWCA of McLean County  
905 N. Main Street, 1<sup>st</sup> Floor  
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected there! and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.

28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

**IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.**

**APPROVED:**

**YWCA of McLEAN COUNTY**

**COUNTY OF McLEAN**

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

By: \_\_\_\_\_  
**Chairman, McLean County Board**

**ATTEST:**

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

By: \_\_\_\_\_  
**Clerk of the McLean County Board**

**LEASE AGREEMENT**

**Between**

**The County of McLean**

**As Landlord**

**And**

**Regional Office of Education for McLean/  
DeWitt/Livingston Counties**

**As Tenant,**

**For**

**Office Space Located in  
905 N. Main Street, Normal, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	3
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	5
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8



22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Regional Office of Education for McLean/DeWitt, and Livingston Counties, (hereinafter referred to as "ROE"), as tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. **Rent.**
  - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$36,835.00. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.
  - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Capital Improvement Fund.** All monies paid into this FUND by ROE shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
  - a. Additions and/or renovations to BUILDING and the adjacent property;

- b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

- 4. **Tenant's Use and Operation.** ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 5. **Building Common Areas.** ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

7. **Parking.** ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
  
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
  
9. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
  
  - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

- c. **Added Risk.** ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
  
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
  
14. **Hazardous Material.**
  - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, *et seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.* and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
  
  - b. **Disclosure, Remediation, Liability, and Indemnification.** ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,
    - (i) ROE shall immediately notify COUNTY of the event;
  
    - (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  
    - (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;

- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or

inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the leased premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises. ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of ROE's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:



- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
- b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**  
Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to ROE:**

Superintendent  
Regional Office of Education for McLean/DeWitt/Livingston Counties  
905 N. Main Street  
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

- 27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term, or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
  
- 28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

**IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.**

**APPROVED:**

**REGIONAL OFFICE OF EDUCATION  
FOR McLEAN/DeWITT/LIVINGSTON  
COUNTIES**

**COUNTY OF McLEAN**

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

By: \_\_\_\_\_  
**Chairman, McLean County Board**

**ATTEST:**

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

By: \_\_\_\_\_  
**Clerk of the McLean County Board**

**LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**G.E.D. Adult Education Literacy Program**

As Tenant,

For

**Office Space Located in**  
**905 N. Main Street, Normal, Illinois**

## Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	2
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Insurance and Indemnity.</u>	2
9. <u>Conduct.</u>	4
10. <u>Signs.</u>	4
11. <u>Estoppel.</u>	4
12. <u>Access to Premises.</u>	4
13. <u>Hazardous Material.</u>	4
14. <u>Condemnation.</u>	5
15. <u>Destruction.</u>	6
16. <u>Insolvency.</u>	6
17. <u>Assignment and Subletting.</u>	6
18. <u>Default.</u>	6
19. <u>Termination: Surrender of Possession.</u>	7
20. <u>Waiver.</u>	8
21. <u>Notices.</u>	8

22. <u>Agency.</u>	8
23. <u>Partial Invalidity.</u>	8
24. <u>Holding Over.</u>	9
25. <u>Successors.</u>	9
26. <u>Right to Terminate.</u>	9
27. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	9

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED"), as tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. **Rent.**
  - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$20,968.00. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.
  - b. All rent payments shall be mailed to the below address:  
  

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of GED employees, agents, or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
6. **Parking.** GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or



property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting GED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- c. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** GED shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
13. **Hazardous Material.**

  - a. **Prohibition.** GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited

by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,

- (i) GED shall immediately notify COUNTY of the event;
- (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or

damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.

15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if GED shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.
17. **Assignment and Subletting.** GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
18. **Default.** If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the leased premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of GED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

**19. Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to GED or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to GED:**

Superintendent  
G.E.D. Adult Literacy Program  
905 N. Main Street  
Normal, Illinois 61761

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the

application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- 24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
- 27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2001.

APPROVED:

G.E.D. ADULT EDUCATION  
LITERACY PROGRAM

COUNTY OF McLEAN

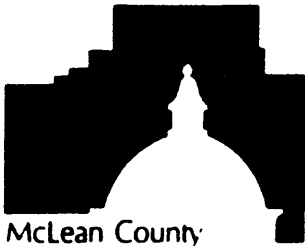
By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board



McLean County

FACILITIES MANAGEMENT  
(309) 888-5192 FAX (309) 888-5209  
104 W Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, Director  
Facilities Management

Date: October 18, 2001

Subj: Tenant Leases for 2002

On December 31, 2001, eight (8) tenant leases will expire. Attached, we are forwarding for your review and approval revised leases for 2002 for:

McBarnes Memorial Building:  
Veterans Assistance Commission  
PATH Crisis Center  
United Way of McLean County

200 W. Front Street (McLean County Health Department Building):  
The Institute for Collaborative Solutions (ICS)  
Bloomington Board of Election Commissioners

Fairview Building, Normal, Illinois:  
YWCA of McLean County  
Regional Office of Education for McLean/DeWitt/Livingston Counties  
G.E.D. Adult Education Literacy Program

All rents, where appropriate, have been increased to reflect building costs needs for those tenants that pay rent. Some tenants pay rent and utilities reimbursement, while other tenants only pay rent. All leases for 2002 are for a one (1) year period to provide McLean County and the tenant the flexibility to not continue the lease if desired or needed.

Mr. Eric T. Ruud, Chief Civil Assistant States Attorney, has reviewed all leases and concurs that they adhere to the approved County standard for tenant leases.

Therefore, Facilities Management requests and recommends the attached leases be approved and forwarded to the McLean County Board as an action agenda item for November, 2001.



**Tenant Leases for 2002**  
**October 18, 2001**  
**Page two**

**Thank you for your kind consideration of this matter.**

**JEM:**  
**Enclosures**

## Summary of Lease Renewals for Year 2002

<b>Building:</b>	<b>Tenant:</b>	<b>Occupied S.F.</b>	<b>2001 Annual Rent:</b>	<b>2002 Annual Rent:</b>
McBarnes Building	United Way PATH Crisis Center Veterans Assist. Comm	3,663 3,728 1,022	8,904.36 7,236.00 3,059.00	9,523.80 * 11,146.68 * 3,680.00 ***
Fairview Building	ROE GED YWCA	6,860 3,905 1,198	30,326.69 17,058.76 6,510.00	36,835.00 ** 20,968.00 ** 7,223.94 ***
200 W.	Blm Bd Ele Comm. Institute for Coll. Sol.	2,564 1,694	13,111.06 9,255.36	14,050.72 *** 10,570.56 ***

\* (Also pays utilities reimbursement to County each month)

\*\* (Pays no rent, only utilities reimbursement to County each month)

\*\*\* (Does not pay utilities reimbursement to County, only rent)

Revised: 10/29/01

LeasesSum02.Doc

Members Salch/Hoselton moved the County Board approve a Request for Approval of Fiscal Year 2002 Leases - Facilities Management for the Veterans Assistance Commission, PATH Crisis Center, United Way of McLean County, Institute for Collaborative Solutions, Bloomington Board of Election Commissioners, YWCA of McLean County, Regional Office of Education, and the G.E.D. Adult Education Literacy Program. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is located on pages 286-309.

**JUSTICE COMMITTEE:**  
Member Sommer, Chairman, presented the following:

**AGREEMENT OF COOPERATION BETWEEN  
THE ILLINOIS DEPARTMENT OF PUBLIC AID  
AND THE MCLEAN COUNTY CLERK OF THE CIRCUIT COURT**

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 Public Aid ("Department"), and the McLean County Office of the Clerk of the Circuit Court ("Circuit Clerk"), in consideration of the mutual covenants contained herein, agree as follows:

**PART I — SCOPE AND DEFINITIONS**

- A. This Agreement of Cooperation applies to IV-D matters only unless otherwise specifically provided.
- B. The terms and conditions relating to the funding provisions of this Agreement are set forth in Part III and Exhibit I which Exhibit is incorporated by reference as if fully set forth herein.
- C. The term IV-D is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- D. The term Non-IV-D is defined as that which pertains to any support matter other than IV-D as defined in Part I.C.
- E. The term "FSIS" is defined as the Department's former child support enforcement computer system (Family Support Information System).
- F. The term "KIDS" is defined as the Department's successor child support enforcement computer system (Key Information Delivery System).
- G. The term "TV-D NA Services" is defined as the same as child support services provided to TANF cases.
- H. The term "all parties" and "the parties" refer to the Department, the Circuit Clerk, and the Chief Judge.
- I. The term "SDU" refers to the State Disbursement Unit.
- J. The Term "TANF" is defined as Temporary Assistance for Needy Families.

**PART II — PARTIES' OBLIGATIONS**

- A. **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:
  - 1. Title IV-D of the Social Security Act, 42 USC Section 651 et seq.
  - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - 3. Department rules pertaining to the establishment, modification and enforcement of child support obligations in IV-D cases appearing in Title 89 Illinois Administrative Code, the Manual on Record keeping as provided by administrative order of the Supreme Court, and the Supreme Court Rules of Illinois.

4. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement (OSCE). In the event the Circuit Clerk's duties increase as a result of directives from the OCSE, this Agreement and Exhibit I are subject to amendment pursuant to Part IV.F.2. of this Agreement.
5. The parties shall meet by February 15, 2002 to begin negotiations for a possible Agreement of Cooperation for State Fiscal Year 2003.

**B. Departments' Obligations. The Department shall:**

1. Furnish the Circuit Clerk, in a time and manner mutually agreed between the Department and the Circuit Clerk, all appropriate information regarding IV-D child support payments received directly by the Department and the SDU for posting by the Circuit Clerk to the Circuit Clerk's child support payment accounts. Such payments include those received from the Internal Revenue Service, State Comptroller, Department of Employment Security, and the IV-D agencies of states other than Illinois.
2. Provide training to staff of the Circuit Clerk regarding the support term and payment entry functions and such other information regarding KIDS that is mutually agreed. Training shall include, without limitation, hardware operation, software utilization, management of information to be sent and received, and other technical assistance, all as mutually agreed by the parties.
3. Monitor performance in conjunction with the Circuit Clerk, to ensure effective implementation of the provisions of this Agreement and to develop a plan for corrective action by mutual agreement with the Circuit Clerk when the Department determines that compliance with one or more provisions of this Agreement is unacceptable.
4. Permit access to KIDS by the Circuit Clerk for payment information in both IV-D and Non-IV-D cases and for Department enforcement activity in IV-D cases.
5. Ensure that all computer security requirements of the Circuit Clerk are strictly followed.
6. Continue to work with the Circuit Clerk and the State Disbursement Unit (SDU) toward real-time transmission of child support court and administrative order and payment data via computer interface and linkage between KIDS, the SDU, and the Circuit Clerk.
7. Communicate payment receipt and distribute data through the SDU or KIDS to the Circuit Clerk via computer modem. However, in the event a Circuit Clerk does not have an operational child support computer system, such communication shall be by facsimile, telephone or mail until such time as the individual Circuit Clerk's child support computer system becomes operational.
8. Respond to a written request for modification of hardware or software within thirty (30) days after receipt of the Circuit Clerk's written request for modification.

**C. Circuit Clerk's Obligations. The Circuit Clerk shall:**

1. Provide initial and ongoing training to newly assigned and existing Circuit Clerk staff necessary to carry out the responsibilities of this Agreement, including, but not limited

to IV-D policy and procedure, KIDS, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The Circuit Clerk will provide to the Department a current copy, if any, of all training packets and modules.

2. Submit monthly reports (see attached examples) and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation and mutual agreement with the Circuit Clerk, and any report required by the Federal Office of Child Support Enforcement.
3. Obtain authorization for access to information available through the Department's computer systems and to ensure that all computer security requirements of the Department are strictly followed.
4. Take all prescribed steps and actions to comply with the requirements of any corrective action plan mutually agreed upon with the Department.
5. Use all reasonable diligence in performing the duties undertaken in this Agreement.
6. Provide any and all information concerning child support payment data to the SDU. Such data will include, without limitation, the payment amount, date of payment withholding by employer (if furnished by employer), date of payment receipt by the Circuit Clerk, IV-D case number, RIN number (when available), court case number, name of the custodial parent, and name of the non-custodial parent.
7. Accept from the Department, in a time and manner mutually agreed between the Department and the Circuit Clerk, all information regarding IV-D child support payments received directly by the Department, including the date, amount, and source of any such payment.
8. Submit reports for financial reimbursement in accordance with the terms and conditions set forth in Part III. of this Agreement.
9. Not modify the Department's hardware or software without the Department's prior written approval.
10. Obtain prior written approval from the Department before modifying any of the Circuit Clerk's hardware or software which would affect the Department's linkage or data exchange.
11. Provide access to the Department for use in data comparisons.
12. Perform and comply with the duties set forth in the Exhibits, attached hereto and made a part hereof.
13. Provide to the Department, by mail, facsimile or other mutually acceptable manner, copies of support orders, paternity orders, payment ledgers, docket sheets, and other court records requested by the Department.

### **PART III — FUNDING**

**A. Budget and Inventory.** The parties agree as follows:

1. 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, will be followed requiring the Circuit Clerk to transfer to the Department all equipment purchased under the terms of this or any preceding Agreement between the parties, or the residual value of the equipment, if this Agreement is terminated or if said equipment is no longer needed by the Circuit Clerk to perform its duties under this agreement.

2. Where the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the Circuit Clerk subsequently elect not to renew the Title IV-D Agreement of Cooperation or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the Circuit Clerk may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the Circuit clerk, documents shall be provided to the Circuit Clerk transferring ownership to the Circuit clerk.

#### **B. Funding and Payment.**

1. **Availability of Funds.** The Department's obligations hereunder shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source(s) fail to appropriate or otherwise make available funds to pay such obligations and the Department's obligations hereunder shall also be subject to termination and cancellation at any time where there are not sufficient authorized funds lawfully available to the Department to meet such obligations. The Department shall use good faith efforts in notifying the Circuit Clerk five days after the Department receives notification that the Illinois General Assembly or Federal funding source(s) failed to appropriate or otherwise make available funds to pay such obligations described within this Agreement.
2. The parties agree that funding for the implementation of this Agreement shall be from both Federal and State funds obtained by and payable through the Department.
3. The Department agrees to arrange for funding, to reimburse the Circuit Clerk in performing the IV-D duties undertaken in implementing this Agreement. Such costs are denoted in the budget incorporated into this Agreement as Exhibit 1. The maximum amount payable under this Agreement shall not exceed \$39,942.00.
4. All funds under the terms of this Agreement of Cooperation are to be used for the express purpose of Child Support Enforcement efforts.
5. The parties will make final determination of the necessary costs incurred of this Agreement. Such costs, mutually agreed upon and subject to Federal Financial Participation, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the Circuit Clerk. The Department will reimburse the Circuit Clerk for any underpayment of such finally determined costs under Part III.B.3., and the Circuit Clerk will reimburse the Department for any overpayment under Part III.B.3., within sixty (60) calendar days after such determination.
6. Payments made by the Department pursuant to Part III.B.3 shall constitute full

payment owed to the Circuit Clerk by the Department or the IV-D client under Federal or State law for the duties performed by the Circuit Clerk under this Agreement. The Circuit Clerk will not seek any additional payment from the Department or the IV-D client for the performance of these duties.

7. The Circuit Clerk will be solely responsible and liable for all expenditure disallowances resulting from audit by the Federal Office of Child Support Enforcement or by the Department. The Circuit Clerk will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the Circuit Clerk timely notice of any such disallowances and an opportunity to rebut any question of the Circuit Clerk's liability. The Circuit Clerk, however, shall not be held liable for any disallowances concerning expenditures the Circuit Clerk undertook at the request of, or with the written approval of, the Department.
8. The Circuit Clerk agrees that all Title IV-D funds held by the Circuit Clerk (not including reimbursements for expenditures previously made by the Clerk) must be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money must be identified and deducted from actual expenditures reported to the Department each month.
9. All expenditure reports and revisions to expenditure reports for the period July 1, 2001 through June 30, 2002 must be received by the Department no later than August 10, 2002 in order to ensure payment under this Agreement. Failure by the Circuit Clerk to present such reports prior to the August 10, 2002-deadline may require the Circuit Clerk to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
10. The Circuit Clerk will be solely responsible and liable for all expenditures associated with providing security for Circuit Clerk Offices and premises and such expenses will not be paid from funds received through this Agreement.

**C. Reimbursement, Records and Reporting.** The parties agree as follows:

1. Monthly reimbursements payable to the Circuit Clerk are conditional upon the timely receipt of expenditure reports by the Department as described in Part III.C.2. and C.3., and upon the availability of Federal and State funds.
2. The Circuit Clerk will submit to the Department reports of actual expenditures ten (10) work days following the month of such expenditures.
3. The Circuit Clerk 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 Circuit Clerk staff and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Part III.B.3., only those expenses or portions thereof stated in the Exhibits are reimbursable under this Agreement. For non-personnel items, the Circuit Clerk agrees to provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
4. The Circuit Clerk agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit

Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Local governments that receive between \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the Circuit Clerk participates. Such audit report(s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The Circuit Clerk must submit two (2) copies of any required audit within thirty (30) days after receipt of the auditor's report(s). Copies of the auditor's report(s) are to be sent to:

Illinois Department of Public Aid  
Meredith Ritchie  
Contract and Fiscal Operations  
Division of Child Support Enforcement  
32 W. Randolph, 9<sup>th</sup> Floor  
Chicago, Illinois 60601

5. Prior written approval from the Department must be secured by the Circuit Clerk in order to receive reimbursement for the following which are required by the Circuit Clerk in order to accomplish the terms of this agreement:
  - a. The cost of new or additional leases or rental agreements for either real or personal property.
  - b. The cost of any non-expendable personal property exceeding \$100.00 in cost and having a life expectancy of more than one year. The Department shall provide a written response within three (3) business days after receiving said request. All such purchases under the terms and funding of this Agreement will be inventoried and tagged as Department property. Should any claimed expenditures for Federal Financial Participation subsequently be disallowed the Circuit Clerk will reimburse the Department in the amount of any disallowance. If the Department has provided written approval and the claimed expenditure(s) is/are subsequently disallowed for Federal Financial Participation, the Department will absorb the disallowance. Any equipment purchased during the terms of that 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. The budget shown in Exhibit I results from certain assumptions regarding Circuit Clerk cost rates. Should actual rates vary from the assumptions, the Department and the Circuit Clerk may negotiate an amended budget.

#### **PART IV — TERMS, CONDITIONS AND CERTIFICATIONS**



**A. Rules of Construction.** Unless the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. Unless otherwise specified, references to statutes and rules include subsequent amendments and successors thereto;
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;
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;
6. "Days" shall mean calendar days;
7. "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 4:30 p.m. Central Time.
8. 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;
9. Words in the plural which should be singular by context shall be so read, and vice versa; and
10. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public Aid or any successor agency or office charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).

**B. Term and Scope of Agreement**

1. **Term.** This Agreement shall be effective on July 1, 2001 and shall continue through June 30, 2002, unless the Agreement is otherwise terminated as set forth in Part IV.C. herein.
2. **Renewal.** This Agreement may be renewed for an additional one year period running from July 1, 2002 through June 30, 2003 by each party furnishing written notification of such intent, with the time period of coverage and contract amount for such renewal specified in the written notice.
3. **Entirety of Agreement.** The terms and conditions of this Agreement 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.

**C. Termination of Agreement.**

1. **Termination Without Cause.** This Agreement may be terminated by the Department or by the Circuit Clerk without cause upon thirty (30) days' written notice to the other party. Upon termination, the Circuit Clerk shall be paid for work satisfactorily completed prior to the date of termination.
2. **Notice of Change in Circumstances.** In the event the Circuit Clerk becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Circuit Clerk's ability to perform under this Agreement, the Circuit Clerk will immediately notify the Department in writing.

3. **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.
4. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons:
  - a. If funds become unavailable as set forth in Part III.B.1. of this Agreement;
  - b. If the Circuit Clerk breaches any of the representations, warranties or covenants set forth in Part IV.G. of this Agreement, which breach inhibits the Department's ability to collect Federal Financial Participation;
  - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the Child Support Enforcement Program; or
  - d. Upon the Circuit Clerk's refusal to amend this Agreement pursuant to Part IV.F.2. of this Agreement.
  - e. Upon a failure to cure Year 2000 noncompliant equipment, hardware, software or firmware and any system, as provided in Part IV.G.15.
5. **Notice of Breach and Termination for Cause.** In the event of the Circuit Clerk's failure to comply with a term of this Agreement, the Department will provide notice to the Circuit Clerk of the breach. Upon thirty (30) days after such notice, or such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the Circuit Clerk, which shall immediately terminate this Agreement.

**D. Contract Management and Notices**

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the Circuit Clerk and various administrative units within the Department. All communications from the Circuit Clerk to the Department pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.
2. **Notices.** All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number 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:

Department: Jackie Garner, Director  
 Illinois Department of Public Aid  
 201 South Grand Avenue East  
 Springfield, Illinois 62763

Circuit Clerk: The Honorable Sandra Parker

McLean County Clerk of the Circuit Court  
104 West Front Street, Room 404  
Bloomington, Illinois 61702

Remittance Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

*if to Department.* Contract Manager: Meredith E. Ritchie  
Division of Child Support Enforcement  
Manager of Contract Services  
Telephone: 312-793-4790 or  
312-793-3846  
Fax: 312-793-5681

*if to Contractor to:* \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**E. Payment**

1. **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the Circuit Clerk to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the Circuit Clerk until such Federal funds are released to the State, at which time the Department will release to the Circuit Clerk the equivalent withheld funds.
2. **Deductions from Payments.** Payments to the Circuit Clerk may be reduced or suspended in accordance with Part IV.F.4.
3. **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 the Circuit Clerk of any such corrections.
4. **Travel.** Payment for travel expenses will be made by the Department under this Agreement subject to State rules, regulations and reimbursement rates for those individuals associated with this Agreement.

**F. General Terms**

1. **Agreement to Obey All Laws.** The Circuit Clerk shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, Circuit Clerk and local governmental agencies which in any manner affect the terms of this Agreement.
2. **Amendments.**
  - a. **Voluntary 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 either party to this Agreement unless approved in writing by an authorized representative of each of the parties.

- b. **Mandatory Amendments.** The Circuit Clerk shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the Circuit Clerk refuses to sign such amendment within fifteen (15) business days after receipt this Agreement shall terminate as provided in Part IV.C.

3. **Assignment.** Neither party shall assign any right, benefit nor duty under this Agreement without the other party's prior written consent.

4. **Audits and Records.**

- a. **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including the Department and its representatives, including, but not limited to, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal Auditors and the Illinois Auditor General, and the Circuit Clerk agrees to cooperate fully with any such review or audit. Upon reasonable notice, the Circuit Clerk shall provide during normal business hours, full and complete access to the relevant portions of the Circuit Clerk's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the Circuit Clerk, the Department shall adjust future or final payments otherwise due to the Circuit Clerk. If no payments are due and owing to the Circuit Clerk, or if the overpayment(s) exceed the amount otherwise due to the Circuit Clerk, the Circuit Clerk shall refund all amounts which may be due to the Department within thirty (30) days after the Department provides notice of the overpayment to the Circuit Clerk.
- b. **Retention of Records.** The Circuit Clerk shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The Circuit Clerk shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the 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 the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-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 Part IV.F.4. 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.

5. **Choice of Law and Dispute Resolution.**

- a. **Choice of Law.** This Agreement shall be governed by and construed

according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois or in Cook County, Illinois.

- b. **Dispute Resolution.** In the event that the Department and the Circuit Clerk have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the Circuit Clerk.

6. **Confidentiality.**

- a. **Confidentiality of Identified Information.** 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 has been reasonably identified either 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, including, but not limited to, pursuant to 705 ILCS 105/16 or Supreme Court administrative order or rule. Confidential information shall be returned to the disclosing party upon request.
- b. **Confidentiality of Program Recipient Identification.** The Circuit Clerk 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 the Circuit Clerk and its employees, by the Circuit Clerk's corporate affiliates and their employees, and by the Circuit Clerk's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12 and 42 USC 654(26).

7. **Disputes Between Circuit Clerk and Other Parties.** All disputes between the Circuit Clerk and any subcontractor retained by the Circuit Clerk shall be solely between such subcontractor and the Circuit Clerk, and the Department shall be held harmless by the Circuit Clerk.

8. **Gifts.**

- a. The Circuit Clerk is prohibited from giving gifts to Department employees.
- b. The Circuit Clerk and its principals, employees, and subcontractors are prohibited 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.

9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the Circuit Clerk shall be deemed to be an

agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the Circuit Clerk may have under the State Employee Indemnification Act. Solely for the purposes of services performed under this Agreement, the Circuit Clerk and its employees shall perform in the role of independent contractors of the Department. The Circuit Clerk shall be responsible for payment of all compensation, including pension benefits due to any person employed by Circuit Clerk. Circuit Clerk employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any Circuit Clerk employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Exhibit 1, shall not be construed to create an employment relationship between the Circuit Clerk employee or the Circuit Clerk and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the Circuit Clerk from pursuing any cause of action available under law, including pursuit of specific performance or damages.

10. **Nondiscrimination.** The Circuit Clerk 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. The Circuit Clerk further agrees to take affirmative steps to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
11. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department, except regarding court records as provided by law or Supreme Court rule. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The Circuit Clerk acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the Circuit Clerk may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.
12. **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.
13. **Sexual Harassment.** The Circuit Clerk shall comply with the provisions of 775 ILCS 5/2-105.
14. **Solicitation of Employees.** During the term of this Agreement, and for a period of

one (1) year after its termination, the Circuit Clerk and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any person who is or has been employed by the other in a managerial or policymaking role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The Circuit Clerk shall immediately notify the Department's Ethics Officer in writing if the Circuit Clerk solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the Circuit Clerk informed as to the name and address of the Ethics Officer. Should an employee of the Circuit Clerk take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.

15. **Subcontracts.**

- a. If the Circuit Clerk adds or changes any subcontractor during the term of this Agreement, the Circuit Clerk shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
- b. All subcontracts must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The Circuit Clerk shall remain responsible for the performance of all subcontractors.

16. **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.

G. **Circuit Clerk Certifications**

1. **General Warranties of Circuit Clerk.** The Circuit Clerk warrants to the Department that:

- a. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
- b. The person executing this Agreement on behalf of the Circuit Clerk is duly authorized to execute the Agreement and bind the Circuit Clerk to all terms and conditions hereunder; and
- c. 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 the Circuit Clerk will be expeditiously corrected by the Circuit Clerk without additional charge to the Department.
- d. Violation of any of these warranties by the Circuit Clerk shall subject this Agreement to automatic termination pursuant to Part IV.C.

2. **Bid Rigging, Bid Rotating and Inducement.**

- a. The Circuit Clerk certifies that it is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or

- b. Circuit Clerk certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State Agreement or to recompense that Person for not having bid on a State Agreement pursuant to 30 ILCS 500/50-25.
3. **Bribery.** The Circuit Clerk certifies that it is not barred from being awarded an Agreement or subcontract under 30 ILCS 500/50-5.
4. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The Circuit Clerk certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached Form DPA 2764A.
5. **Clean Air Act and Clean Water Act.** Pursuant to 45 CFR Pt.74, App.A. for agreements in excess of \$100,000, the Circuit Clerk certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
6. **Conflict of Interest.** The Circuit Clerk certifies that it is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The Circuit Clerk further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The Circuit Clerk 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 termination of the Agreement.
7. **Drug Free Workplace.** Circuit Clerk certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
8. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The Circuit Clerk certifies, under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear under the Circuit Clerk's signature are correct.
9. **Lobbying.** Pursuant to 45 CFR Pt.74, App.A. for agreements in excess of \$100,000:
- a. The Circuit Clerk certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the Circuit Clerk, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.
  - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this



Federal Agreement, grant, loan or cooperative agreement, the Circuit Clerk shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the Circuit Clerk's request from the Department's Bureau of Fiscal Operations.

- c. The Circuit Clerk shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
10. **New Hire Reporting.** The Circuit Clerk certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.
  11. **Non-Exclusion under Procurement Code.**
    - a. **Current Exclusion.** The Circuit Clerk certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 et seq.).
    - b. **Exclusion During Term of Agreement.** If, at any time during the term of this Agreement, the Circuit Clerk is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, the Circuit Clerk shall notify the Department of such debarment or suspension within 30 days after its imposition.
  12. **Nonparticipation in International Boycott.** The Circuit Clerk certifies that it does not nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
  13. **Nonpayment of Dues or Fees.** The Circuit Clerk certifies that it pays neither dues nor fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the Circuit Clerk is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 et seq.
  14. **Nonsolicitation of Agreement.** The Circuit Clerk certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the Circuit Clerk, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Circuit Clerk, any fee, commission, percentage, brokerage fee, gift 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 the Circuit Clerk such commission, percentage, brokerage fee, gift or contingent fee.

15. Year 2000 Compliance.

- a. The Department warrants that any equipment, hardware, software, or firmware and any system of same provided, delivered, developed or used under this Agreement, including any modifications, enhancements, updates and fixes provided, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.
- b. The Circuit Clerk warrants that any equipment, hardware, software, or firmware and any system of same provided, delivered, developed or used that has not been provided under the terms of this Agreement and interfacing with Department-provided equipment, hardware, software, firmware, including any modifications, enhancements, updates and fixes provided or recommended by the Circuit Clerk, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.
- c. Circuit Clerks utilizing a software vendor other than one with whom the Department has contracted for KIDS interface software will obtain Y2K compliance warranty from said vendor.
- d. In the event of failure of equipment, hardware, software, firmware or system subject to this warranty, upon written notification from either party, the parties shall immediately disconnect any interface or connection between the Circuit Clerk's system and KIDS and performance by the parties under this Agreement shall be suspended immediately. The parties shall agree upon a cure period during which the failure of the equipment, hardware, software, firmware or system shall be corrected. If, after such cure period, the equipment, hardware, software, firmware or system still is not Year 2000 compliant, this Agreement shall terminate immediately. The Circuit Clerk shall be liable for its wilful and wanton misconduct relating to the failure of equipment, hardware, software, firmware or system to be Year 2000 compliant under this Part IV.G.15.

Circuit Clerk's Federal Taxpayer Identification Number Certification:

FEIN: \_\_\_\_\_

LEGAL STATUS:

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Real Estate Agent
- Non Resident Alien
- Medical and Health Care Services Provider Corporation
- Tax Exempt Organization (IRC 501 (a) only)
- Governmental Entity
- Not-for-profit corporation
- Trust or Estate
- Foreign corporation, partnership, trust or estate

In Witness Whereof, the parties have hereby caused this Agreement of Cooperation to be executed on the dates shown below by their duly authorized representatives.

McClellan County, Illinois

By: \_\_\_\_\_  
Circuit Clerk

Approved By: \_\_\_\_\_  
Chief Judge

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

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

State of Illinois  
Department of Public Aid

By: \_\_\_\_\_  
Jackie Garner, Director

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

**AGREEMENT OF COOPERATION**  
**between the**  
**ILLINOIS DEPARTMENT OF PUBLIC AID**  
**and the**  
**COUNTY OF McLEAN, OFFICE OF THE CIRCUIT COURT CHIEF JUDGE**

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 Public Aid, 201 South Grand Avenue East, Springfield, Illinois 62763 (Department) and the County of McLean, Office of the Circuit Court Chief Judge (County), in consideration of the mutual covenants contained herein, agree as follows:

**PART I – SCOPE AND DEFINITIONS**

- A. This Agreement of Cooperation applies to IV-D matters only unless otherwise specifically provided.
- B. The term IV-D is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term non IV-D is defined as that which pertains to any support matter other than IV-D as defined in Part I.B.

**PART II – PARTIES' OBLIGATIONS**

- A. Joint Obligations.
  - 1. 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 U.S.C. Section 651, et seq.
    - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 of the Code of Federal Regulations.
    - c. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 of the Illinois Administrative Code.
    - d. The Department's Child Support Enforcement Manual.
    - e. Title IV-D Action Transmittals which are issued by the Federal Office of Child Support Enforcement.
    - f. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

McLEAN CHIEF JUDGE (2002)

2. The parties shall meet by February 15, 2002 to begin negotiations for a possible Agreement of Cooperation for State Fiscal Year 2003.

B. Department Obligations. The Department shall:

1. Refer or cause to be referred to the County, IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations.
2. Inform the County of changes and amendments to Federal and State laws, regulations, policy and procedures affecting the handling of IV-D cases by the County within five (5) days after receiving said changes and amendments.
3. Provide access to IV-D case records of the Department for use by the County in performing its duties under this Agreement.
4. Inform the County, within time periods required by Federal regulations or Department policy of any change in the statute or composition of a IV-D case which would affect handling of the case by the County.
5. Monitor, on a monthly basis, the County's performance of and compliance with the duties undertaken in this Agreement.
6. Provide training to Department or County staff on specific issues of mutual concern.
7. Furnish, at the request of the County, available assistance, information and documents needed by the County in order to verify payments, amount of collections or reduction of claims.
8. Perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.

C. County's Obligations. The County shall:

1. Accept for handling all IV-D matters, as defined in Part II.B.1. of this Agreement, and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
2. Submit to the Department ninety (90) days before the date of the termination of this Agreement, a proposed budget and a personnel plan submission, in the format provided by the Department, for the County's Title IV-D Unit for the period to be covered by and immediately succeeding Agreement between the parties.

McLEAN CHIEF JUDGE (2002)

3. Submit to the Department ninety (90) days before the date of the termination of this Agreement, a complete operational plan, hereinafter referred to as Appendix A, outlining all activities to be performed by the County's IV-D unit in the next contract year. The proposed operational plan shall be in the format provided by the Department. The Department shall provide the County with said format within 180 days prior to the termination of the Agreement.
4. Provide initial and ongoing training to newly assigned and existing County staff necessary to carry out the responsibilities of this Agreement, including, but not limited to, IV-D policy and procedure, the Family Support Information System, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and any other matters agreed upon by the parties. The County will provide the Department with a current copy of all training packets and modules.
5. Maintain and provide to the Department a copy of the County's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedures will be submitted to the Department five (5) calendar days prior to their occurrence.
6. 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 County, and any report required by the Federal Office of Child Support Enforcement.
7. Report to the Department, within five (5) calendar 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.
8. Use all reasonable diligence in performing the duties undertaken in this Agreement.
9. Ensure that the duties described herein are performed by the administrative staff funded by the Department for this Agreement.

### PART III -- FUNDING

#### A. Budget and Inventory.

1. 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, will be followed requiring the County to transfer to the Department all equipment purchased under the terms of this or any preceding

McLEAN CHIEF JUDGE (2002)

Agreement between the parties, or the residual value of the equipment, if this Agreement is terminated or if said equipment is no longer needed by the County to perform its duties under this Agreement.

2. Where the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the County subsequently elects not to renew the Title IV-D Agreement of Cooperation or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the County may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the County, documents shall be provided to the County transferring ownership to the County.
3. The budget incorporated into this Agreement as Exhibit 1 results from certain assumptions regarding County cost rates. Should actual rates vary from the assumptions, the Department and the County may negotiate an amended budget.

B. Funding and Payment.

1. Availability of Funds. The Department's obligations hereunder shall cease immediately without a penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source(s) fail to appropriate or otherwise make available funds to pay such obligations and the Department's obligations hereunder shall also be subject to termination and cancellation at any time where there are not sufficient authorized funds lawfully available to the Department to meet such obligations. The Department shall use good faith efforts in notifying the County five days after the Department receives notification that the Illinois General Assembly or Federal funding source(s) failed to appropriate or otherwise make available funds to pay such obligations described within this Agreement.
2. Funding for the implementation of this Agreement shall be from both Federal and State funds obtained by and payable through the Department.
3. The Department will arrange for funding to reimburse the County in performing the IV-D duties undertaken in implementing this Agreement. Such costs are denoted in the budget shown in Exhibit 1. The maximum amount payable under this Agreement shall not exceed \$36,500.00.
4. All funds under the terms of this Agreement of Cooperation are to be used for the express purpose of Child Support Enforcement efforts.

5. The parties will make final determination of the necessary costs incurred of this Agreement. Such costs, mutually agreed upon and subject to Federal Financial Participation (FFP), will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the County. The Department will reimburse the County for any underpayment of such finally determined costs under Part III.B.3., and the County will reimburse the Department for any overpayment under Part III.B.3., within sixty (60) calendar days after such determination.
6. Payments made by the Department pursuant to Part III.B.3 shall constitute full payment owed to the County by the Department or the IV-D client under Federal or State law for the duties performed by the County under this Agreement. The County will not seek any additional payment from the Department or the IV-D client for the performance of these duties.
7. The County will be solely responsible and liable for all expenditure disallowances resulting from audit by the Federal Office of Child Support Enforcement or by the Department. The County will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the County timely notice of any such disallowances and an opportunity to rebut any question of the County's liability. The County, however, shall not be held liable for any disallowances concerning expenditures the County undertook at the request of, or with the written approval of, the Department.
8. All Title IV-D funds held by the County (not including reimbursements for expenditures previously made by the Clerk) must be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money must be identified and deducted from actual expenditures reported to the Department each month.
9. All expenditure reports and revisions to expenditure reports for the period July 1, 2001 through June 30, 2002 must be received by the Department no later than August 10, 2002 in order to ensure payment under this Agreement. Failure by the County to present such reports prior to the August 10, 2002 deadline may require the County to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
10. The County will be solely responsible and liable for all expenditures associated with providing security for County Offices and premises and such expenses will not be paid from funds received through this Agreement.

C. Reimbursement, Records and Reporting.

1. Monthly reimbursements payable to the County are conditional upon the timely

McLEAN CHIEF JUDGE (2002)



receipt of expenditure reports by the Department as described in Part III.C.2. and C.3., and upon the availability of Federal and State funds.

2. The County will submit to the Department reports of actual expenditures ten (10) work days following the month of such expenditures.
3. The County will 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 County staff and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Part III.B.3., only those expenses or portions thereof stated in the Exhibits are reimbursable under this Agreement. For non-personnel items, the County agrees to provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
4. The County will comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Local governments that receive between \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the County participates. Such audit report(s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The County must submit two (2) copies of any required audit within thirty (30) days after receipt of the auditor's report(s). Copies of the auditor's report(s) are to be sent to:

Illinois Department of Public Aid  
Meredith Ritchie, Bureau Chief  
Contract Management and Monitoring  
Division of Child Support Enforcement  
32 W. Randolph, 9<sup>th</sup> Floor  
Chicago, Illinois 60601

5. Prior written approval from the Department must be secured by the County in order to receive reimbursement for the following which are required by the County in order to accomplish the terms of this Agreement:
  - a. The cost of new or additional leases or rental agreements for either real or personal property.
  - b. The cost of any non-expendable personal property exceeding \$100.00 in

McLEAN CHIEF JUDGE (2002)

cost and having a life expectancy of more than one year. The Department shall provide a written response within three (3) business days after receiving said request. All such purchases under the terms and funding of this Agreement will be inventoried and tagged as Department property. Should any claimed expenditures for FFP subsequently be disallowed the County will reimburse the Department in the amount of any disallowance. If the Department has provided written approval and the claimed expenditure(s) is/are subsequently disallowed for FFP, the Department will absorb the disallowance. Any equipment purchased during the terms of that 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.

#### **PART IV – TERMS, CONDITIONS AND CERTIFICATIONS**

**A. Rules of Construction.** Unless otherwise specified or the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. References to statutes and rules include subsequent amendments and successors thereto;
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;
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;
6. "Days" shall mean calendar days;
7. "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 4:30 p.m. Central Time;
8. 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;
9. Words in the plural which should be singular by context shall be so read, and vice versa; and
10. The Illinois Department of Public Aid (IDPA) shall mean the Illinois Department of Public Aid or any successor agency or office charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).

**B. Term and Scope of Agreement.**

McLEAN CHIEF JUDGE (2002)

1. Term. This Agreement shall be effective on July 1, 2001, and shall continue through June 30, 2002, unless the Agreement is otherwise terminated as set forth in Part IV.C. herein.
2. Renewal. This Agreement may be renewed for an additional one year period running from July 1, 2002, through June 30, 2003, by each party furnishing written notification of such intent, with the time period of coverage and Agreement amount for such renewal specified in the written notice.
3. Entirety of Agreement. The terms and conditions of this Agreement 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.

C. Termination of Agreement.

1. Termination Without Cause. This Agreement may be terminated by the Department or by the County without cause upon thirty (30) days' written notice to the other party. Upon termination, the County shall be paid for work satisfactorily completed prior to the date of termination.
2. Notice of Change in Circumstances. In the event the County becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the County's ability to perform under this Agreement, the County will immediately notify the Department in writing.
3. 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.
4. Automatic Termination. This Agreement shall automatically terminate on a date set by the Department for any of the following reasons:
  - a. If funds become unavailable as set forth in Part III.B.1. of this Agreement;
  - b. If the County breaches any of the representations, warranties or covenants set forth in Part IV.G. of this Agreement, which breach inhibits the Department's ability to collect FFP;
  - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the

- d. Child Support Enforcement Program; or  
Upon the County's refusal to amend this Agreement pursuant to Part IV.F.2. of this Agreement; or
  - e. Upon a failure to cure Year 2000 noncompliant equipment, hardware, software or firmware and any system, as provided in Part IV.G.15.
5. Notice of Breach and Termination for Cause. In the event of the County's failure to comply with a term of this Agreement, the Department will provide notice to the County of the breach. Upon thirty (30) days after such notice, or such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the County, which shall immediately terminate this Agreement.

D. Contract Management and Notices.

1. Contract Management. The Department shall designate a Contract Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.
2. Notices. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number 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:

Department: Jackie Garner, Director  
Illinois Department of Public Aid  
201 South Grand Avenue East  
Springfield, Illinois 62763

County: The Honorable John P. Freese  
Chief Judge, Eleventh Judicial Circuit  
Law and Justice Center  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

Remittance: McLean County Treasurer  
Attn: IDPA Reimbursement  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Meredith E. Ritchie, Bureau Chief  
Division of Child Support Enforcement  
Contract Management and Monitoring  
Telephone: 312-793-4790 or 312-793-3846  
Fax: 312-793-5681

Contractor: The Honorable John P. Freese  
Telephone: (309) 888-5282

E. Payment.

1. Retention of Payments. In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the County to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the County until such Federal funds are released to the State, at which time the Department will release to the County the equivalent withheld funds.
2. Deductions from Payments. Payments to the County may be reduced or suspended in accordance with Part IV.F.4.
3. 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 the County of any such corrections.
4. Travel. Payment for travel expenses will be made by the Department under this Agreement subject to State rules, regulations and reimbursement rates for those individuals associated with this Agreement.

F. General Terms.

1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.

McLEAN CHIEF JUDGE (2002)

2. Amendments.

- a. Voluntary 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 either party to this Agreement unless approved in writing by an authorized representative of each of the parties.
- b. Mandatory Amendments. The County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the County refuses to sign such amendment within fifteen (15) business days after receipt this Agreement shall terminate as provided in Part IV.C.

3. Assignment. Neither party shall assign any right, benefit or duty under this Agreement without the other party's prior written consent.

4. Audits and Records.

- a. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including but not limited to the Department and its representatives, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal Auditors and the Illinois Auditor General, and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice, the County shall provide during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceed the amount otherwise due to the County, the County shall refund all amounts which may be due to the Department within thirty (30) days after the Department provides notice of the overpayment to the County.
- b. Retention of Records. The County shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the 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 the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-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 paragraph 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.

5. Choice of Law and Dispute Resolution.

- a. Choice of Law. This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois or in Cook County, Illinois.
- b. Dispute Resolution. In the event that the Department and the County have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the County.

6. Confidentiality.

- a. Confidentiality of Identified Information. 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, including, but not limited to, pursuant to 705 ILCS 105/16 or Supreme Court administrative order or rule. Confidential information shall be returned to the disclosing party upon request.
- b. Confidentiality of Program Recipient Identification. The County 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 the County and its employees, and by the County's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12 and 42 USC 654(26).

7. **Disputes Between County and Other Parties.** All disputes between the County and any subcontractor retained by the County shall be solely between such subcontractor and the County, and the Department shall be held harmless by the County.
8. **Gifts.** The County is prohibited from giving gifts to Department employees. The County and its principals, employees, and subcontractors are prohibited 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.
9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the County shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the County may have under the State Employee Indemnification Act. Solely for the purposes of services performed under this Agreement, the County and its employees shall perform in the role of independent contractors of the Department. The County shall be responsible for payment of all compensation, including pension benefits due to any person employed by County. County employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any County employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Exhibit 1, shall not be construed to create an employment relationship between the County employee or the County and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the County from pursuing any cause of action available under law, including pursuit of specific performance or damages.
10. **Nondiscrimination.** The County 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. The County further agrees to take affirmative steps to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

11. Ownership of Work Product. Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department, except regarding court records as provided by law or Supreme Court rule. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The County acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the County may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.
12. 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.
13. Sexual Harassment. The County shall comply with the provisions of 775 ILCS 5/2-105.
14. Solicitation of Employees.
  - a. County shall give notice to the Department if County 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. County 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.
  - b. The Department shall give notice to the County if the Department solicits or intends to solicit for employment or as a contractor any County 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. However, the Department has no authority to contractually refuse to hire County's employees who apply to

the Department for employment.

15. Subcontracts.

- a. If the County adds or changes any subcontractor during the term of this Agreement, the County shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
- b. All subcontracts must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The County shall remain responsible for the performance of all subcontractors.

16. 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.

G. County Certifications.

1. General Warranties of County.

- a. The County warrants to the Department that:
  - (1) The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
  - (2) The person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the County to all terms and conditions hereunder; and
  - (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 the County will be expeditiously corrected by the County without additional charge to the Department.
- b. Violation of any of these warranties by the County shall subject this Agreement to automatic termination pursuant to Part IV.C.

2. Bid Rigging, Bid Rotating and Inducement.

- a. The County certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4.
- b. County certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to

McLEAN CHIEF JUDGE (2002)

recompense that Person for not having bid on a State contract pursuant to 30 ILCS 500/50-25.

3. Bribery. The County certifies that it is not barred from being awarded a contract or subcontract under 30 ILCS 500/50-5.
4. Business Enterprise for Minorities, Females and Persons with Disabilities. The County certifies that it is in compliance with 30 ILCS 575/0.01 et seq., and that it has completed the attached BEP Contracting Goal form.
5. Clean Air Act and Clean Water Act. Pursuant to 45 CFR Part 74, Appendix A, for agreements in excess of \$100,000, the County certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
6. Conflict of Interest. The County certifies that it is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The County 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 termination of the Agreement.
7. Drug Free Workplace. County certifies that it has completed the attached State of Illinois Drug Free Workplace Certification, attached.
8. Federal Taxpayer Identification Number and Legal Status Disclosure. The County certifies, under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear above the County's signature are correct.
9. Lobbying. Pursuant to 45 CFR Pt.74, Appendix A, for agreements in excess of \$100,000:
  - a. The County certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

McLEAN CHIEF JUDGE (2002)

- Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the County's request from the Department's Bureau of Fiscal Operations.
  - c. The County shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
10. New Hire Reporting. The County certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.
11. Non-Exclusion under Procurement Code.
- a. Current Exclusion. The County certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 et seq.).
  - b. Exclusion During Term of Contract. If, at any time during the term of this Agreement, the County is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, the County shall notify the Department of such debarment or suspension within 30 days after its imposition.
12. Nonparticipation in International Boycott. The County certifies that it neither participates nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
13. Nonpayment of Dues or Fees. The County certifies that it neither pays dues or fees on behalf of its employees or agents nor subsidizes or otherwise reimburses

them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 et seq.

14. Nonsolicitation of Contract. The County certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gift 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 the County such commission, percentage, brokerage fee, gift or contingent fee.
  
15. Year 2000 Compliance.
  - a. The Department warrants that any equipment, hardware, software, or firmware and any system of same provided, delivered, developed or used under this Agreement, including any modifications, enhancements, updates and fixes provided, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.
  - b. The County warrants that any equipment, hardware, software, or firmware and any system of same provided, delivered, developed or used that has not been provided under the terms of this Agreement and interfacing with Department-provided equipment, hardware, software, firmware, including any modifications, enhancements, updates and fixes provided or recommended by the County, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.
  - c. Counties utilizing a software vendor other than one with whom the Department has contracted for KIDS interface software will obtain Y2K compliance warranty from said vendor.
  - d. In the event of failure of equipment, hardware, software, firmware or system subject to this warranty, upon written notification from either party, the parties shall immediately disconnect any interface or connection between the County's system and KIDS and performance by the parties under this Agreement shall be suspended immediately. The parties shall agree upon a cure period during which the failure of the equipment, hardware, software, firmware or system shall be corrected. If, after such cure period, the equipment, hardware, software, firmware or system still is

not Year 2000 compliant, this Agreement shall terminate immediately. The County shall be liable for its wilful and wanton misconduct relating to the failure of equipment, hardware, software, firmware or system to be Year 2000 compliant under this paragraph.

County's Federal Taxpayer Identification Number Certification: FEIN: \_\_\_\_\_

**Legal Status:**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual          | <input type="checkbox"/> Medical and Health Care Services Provider Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only)            |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Governmental Entity                                   |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Not-for-profit corporation                            |
| <input type="checkbox"/> Real Estate Agent   | <input type="checkbox"/> Trust or Estate                                       |
| <input type="checkbox"/> Non Resident Alien  | <input type="checkbox"/> Foreign corporation, partnership, trust or estate     |

**IN WITNESS WHEREOF, THE PARTIES HAVE HEREBY CAUSED THIS AGREEMENT OF COOPERATION TO BE EXECUTED ON THE DATES SHOWN BELOW BY THEIR DULY AUTHORIZED REPRESENTATIVES.**

**McLean County  
Office of the Chief Judge**

**State of Illinois  
Department of Public Aid**

By: \_\_\_\_\_  
Chief Judge, Eleventh Judicial Circuit

By: \_\_\_\_\_  
Jackie Garner, Director

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

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

**EXHIBIT 1  
CIRCUIT COURT OF MCLEAN COUNTY  
EXPEDITED CHILD SUPPORT  
JULY 1, 2001 THROUGH JUNE 30, 2002**

<b>DIRECT COSTS</b>	<b>FY02 Budget</b>
<b>Personnel Services</b>	
Salaries	\$32,820
Fringe Benefits	0
<b>SUBTOTAL</b>	<b>\$32,820</b>
 <b>Non-Personnel Services</b>	
Telephone	\$400
Copies	0
Postage	0
Equipment	0
Office Supplies	0
Training	0
<b>SUBTOTAL</b>	<b>\$400</b>
<b>PERSONNEL SERVICES SUBTOTAL</b>	
	<b>\$32,820</b>
<b>NON-PERSONNEL SERVICES BENEFITS SUBTOTAL</b>	
	<b>\$400</b>
<b>TOTAL DIRECT COSTS</b>	
	<b>\$33,220</b>
<b>TOTAL INDIRECT COSTS (10% of salaries)</b>	
	<b>\$3,280</b>
<b>GRAND TOTAL</b>	
	<b>\$36,500</b>

McLEAN CHIEF JUDGE (2002)

Appendix A  
CHIEF JUDGE'S PLAN FOR EXPEDITED  
CHILD SUPPORT SYSTEM MCLEAN COUNTY, ILLINOIS

1. Under the proposed McLean County Expedited Child Support System, parentage and child support matters will be expedited in three ways:
  - a. All parentage and child support matters will be heard in one location by one-part-time Administrative Hearing Officer and three judges assigned full-time to daily calls. Although the judges are assigned full-time to daily calls, they will be assigned only part-time to IV-D matters as described below. This staffing will allow the Administrative Hearing Officer to schedule short continuances, where necessary, of no more than one or two weeks.
  - b. In analyzing the caseloads demands of the IV-D Program in the development of this plan, it is anticipated that the full complement of Administrative Hearing Officers, Judges and IV-D staff will be able to handle 100% more cases under the Expedited Child Support System than under the current court system.
  - c. In all cases in which the alleged father contests parentage, DNA sampling will be conducted immediately following the first appearance before the Administrative Hearing Officer. It is the experience of the courts, in this jurisdiction as well as many other jurisdictions throughout the State of Illinois, that many alleged fathers admit parentage if the DNA test results do not exclude them as fathers. Therefore, it is expected that immediate DNA testing will expedite the resolution of a large percentage of parentage cases, which accounts for a significant caseload in the IV-D Program.
    - i. In cases in which the court has previously acquired jurisdiction over the responding party, the vast proportion of the child support cases, the hearing before the Administrative Hearing Officer will be held not less than 21 days and no more than 35 days of the filing of the action.
    - ii. In cases in which the court has not previously acquired jurisdiction over the responding party, most of the parentage cases, the hearing will be held not less than 21 days or more than 45 days of the service of summons.
    - iii. The hearing may be continued by the Administrative Hearing Officer for good cause shown, although the Administrative Hearing Officer will be encouraged to grant short continuances.
2. The Child Support Enforcement Amendments Act of 1984 (45 C.F.R. Sec. 303.101(b)(2)).
  - a. Required states to adopt expedited processes in order to remain eligible for Federal reimbursement and incentive funds. To meet the standard of expeditiousness under the federal amendments, a jurisdiction must complete:
    - i. 90% of its child support cases within 90 days;

McLEAN CHIEF JUDGE (2002)



- ii. 98% of its child support cases within 180 days;
  - iii. 100% of its child support cases within one year.
- b. As described above, the McLean County Expedited Child Support System will be able to meet this standard.
- c. The program will be monitored by IDPA. Statistics and management reports will be prepared by IDPA and given to the Chief Judge every quarter.
- d. The statistics and management reports will document the following:
- i. The number of matters referred to the Administrative Hearing Officer;
  - ii. The number of matters submitted to the court by the Administrative Hearing officer with recommendations for a court order;
  - iii. The number of recommended orders entered by the court;
  - iv. The number of recommended orders rejected by the court;
  - v. The number of matters transferred to or returned to the Administrative Hearing Officer from the court;
  - vi. The number of matters submitted by the Administrative Hearing Officer to the court for hearings;
  - vii. The average time frame for final dispositions of all cases heard;
  - viii. The number of continuances and the average time frame for final disposition of all cases continued;
  - ix. The number of all IV-D matters pending and disposed of in the Expedited Child Support System;
  - x. The dollar value of all support orders entered by the courts; and
  - xi. The number of Notices of Withholding prepared by the program.
3. The McLean County Expedited Child Support System will be initiated by IDPA and will be made available to participants in the IV-D Program, only.
4. All actions listed as eligible actions and eligible pre-judgment proceedings in Supreme Court Rule 100.3(a) and 100.3(b) shall be brought before the Administrative Hearing Officer in the McLean County Expedited Child Support System.

McLEAN CHIEF JUDGE (2002)

5. The Administrative Hearing Officer will possess, at a minimum, the following qualifications:
  - a. A license, in good standing, to practice law in the State of Illinois;
  - b. Four (4) years experience; and
  - c. Substantial experience in domestic relations matters.
6. All expenses relating to the salary of the hearing officer and telephone bills will be reimbursed by IDPA pursuant to Exhibit 1 attached. IDPA's obligation hereunder is to be specifically defined by this Agreement of Cooperation with the Circuit Court of McLean County and the budget incorporated therein.
7. Personnel policies shall be those of McLean County. The Administrative Hearing Officer will be part-time, under contract as an independent contractor and subject to the Supreme Court Rules and conditions of the McLean County Expedited Child Support System as set forth herein. The Administrative Hearing Officer shall be regarded as a sub-contractor for purposes of the Agreement of Cooperation between IDPA and the Circuit Court of McLean County.
8. The McLean County Expedited Child Support System will be located in or near the Law and Justice Center, Bloomington, Illinois. Rooms of appropriate size will be provided. Hearings before the Administrative Hearing Officer will be conducted at the McLean County Law and Justice Center.
9. The McLean County Expedited Support Center will operate, and a Hearing Officer will be present, two (2)-days per month from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 4:30 p.m. Additionally, the hearing officer will have three (3) office days per month from 8:30 a.m. to 4:30 p.m. These hours may change depending on demand and availability of staff members.
10. The Administrative Hearing Officer will be trained by personnel approved by the Chief Judge's Office. The training curriculum will include, but not be limited to:
  - a. Statutes and court rules related to parentage and child support;
  - b. Operation and policies of the McLean County Expedited Child Support System;
  - c. Conduct of hearings, completion of recommended orders and transfer of cases to and from the court;
  - d. Negotiation skills and techniques;
  - e. Control and handling of difficult cases;
  - f. Procedures of the IV-D Program, including but not limited to, Federal and State rules and regulations;

McLEAN CHIEF JUDGE (2002)

- g. Operation and use of the Circuit Clerk and State computer systems;
  - h. Analysis and understanding of DNA tests in parentage cases; and
  - i. Relationship with judicial staff, IV-D staff, parties and their counsel.
11. The Expedited Child Support System will use the following procedure for preparation of recommended orders and court orders:
- a. The Administrative Hearing Officer will prepare recommended orders on special forms that will include case identifying information for each case;
  - b. The recommended orders will be formatted to provide easy-to-understand case findings and recommendations and terms;
  - c. The recommended orders will be written by the Administrative Hearing Officer and will be prepared in quadruplicate;
  - d. The recommended order will be signed by the Administrative Hearing Officer and by the parties, if they agree with the recommended order;
  - e. Copies will be provided to the parties and to the parties' counsel with the original being filed with the Circuit Clerk;
  - f. In the event the parties do not agree, the recommended order will provide a date and time for a contested hearing not less than seven (7) days and not more than 28 days from the date the recommended order is issued;
  - g. All matters to be transferred to a judge shall be on court-approved orders and forms;
  - h. Computerized court orders will be prepared by employees of the Expedited Child Support System from Administrative Hearing Officer recommended orders, selected from among a full menu of court orders to be entered on computer or customized orders requested by the Administrative Hearing Officer or the court;
  - i. All recommended court orders will be routed to the court for review and final disposition, as the court deems appropriate; and
  - j. Court orders entered by the court will be mailed to the parties and counsel and filed in the court file by administrative staff. Accordingly, the following documentation and forms will be prepared prior to the commencement of the Expedited Child Support System, in addition to any forms that may be required by the Supreme Court:
    - i. Recommended order forms to be completed by the Administrative Hearing Officer;
    - ii. A full menu of court forms already in use, to be reviewed by the court and IV-D staff, and entered on computer, in addition to specific court forms that may

McLEAN CHIEF JUDGE (2002)

be required by the Administrative Hearing Officer or the court:

- iii. Management reporting forms, as described in number 2 above; and
  - iv. Routing forms to monitor and track the movement of cases between the Administrative Hearing Officer, the court processing centers and the Circuit Clerk's office.
12. The judge may reject part or all of the findings or recommended orders of the Administrative Hearing Officer and transfer the matter to the Administrative Hearing Officer for further hearing. The appropriate court order will be prepared by the court and a copy of the order will be mailed by administrative staff to the parties and/or the parties' counsel. The case will be scheduled by administrative staff before the Administrative Hearing Officer, as in any other case, for the earliest available hearing on the Administrative Hearing Officer's call to be designated for this purpose.
  13. All cases will be filed and docketed before a specific judge, then assigned to the Administrative Hearing Officer, for hearing. Cases that appear on a docket sheet will be routed to the Administrative Hearing Officer, to administrative staff for preparation of the proposed court order and then back to the appropriate judge who is responsible for disposing of each case on the call.
  14. Upon approval by the court, cases will be checked off the Circuit Clerk's docket sheet until all cases have been disposed of on the court's docket. The Circuit Clerk, or his or her deputy, will file stamp all orders, make the necessary copies and then remove all orders from that day for post-court processing within the Circuit Clerk's office.
  15. In accordance with the Expedited Child Support Rules entered by the Supreme Court on April 1, 1992, the following matters are further provided for in this plan:
    - a. Rule 100.4(3) - The Administrative Hearing Officer may recommend that the judge issue a notice requiring the obligor to appear before the Administrative Hearing Officer or before the court;
    - b. Rule 100.6(a) - The McLean County State's Attorney may assign a hearing date before an Administrative Hearing Officer;
    - c. Rule 100.6(b) - The McLean County State's Attorney shall serve notice of the action and the hearing date on respondent; and

- d. Rule 100.9(a) - Any domestic relations matter other than the establishment of parentage, establishment of support, modification of support, child support enforcement and medical support issues, including but not limited to petitions for visitation, custody, distribution of property, petitions pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act and spousal support modifications shall be filed in the McLean County Circuit Court, Family Division.
16. The 11th Judicial Circuit shall submit quarterly expenditure and case management reports to the Supreme Court through the Administrative Office of the Illinois Courts. IDPA, pursuant to the intergovernmental agreement attached hereto, shall reimburse McLean County for all expenses as set forth therein.

McLEAN CHIEF JUDGE (2002)

**AGREEMENT OF COOPERATION BETWEEN  
THE ILLINOIS DEPARTMENT OF PUBLIC AID  
AND THE MCLEAN COUNTY STATE'S ATTORNEY**

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 Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

---

**PART I — SCOPE AND DEFINITIONS**

---

- A. This Agreement of Cooperation applies to IV-D matters only unless otherwise specifically provided.
- B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Part I, Section B.
- D. The term "TANF" is defined as Temporary Assistance for Needy Families.
- E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

---

**PART II — PARTIES' OBLIGATIONS**

---

- A. **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:
  - 1. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
  - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - 3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
  - 4. The Department's Child Support Enforcement Manual.
  - 5. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
  - 6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.
  - 7. The parties shall meet by February 15, 2002 to begin negotiations for a possible Agreement of Cooperation for State Fiscal Year 2003.

**B. Department's Obligations. The Department agrees:**

1. To refer or cause to be referred to the State's Attorney IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of IV-D child support obligations.
2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the State's Attorney within five (5) days after receiving said changes and amendments.
3. To provide assistance to the State's Attorney for initial interview of custodial and non-custodial parents and preparation of pleadings, including a determination of arrearages owed, as reflected in court payment and Department records.
4. To review all cases referred to the State's Attorney to insure that information is both pertinent and accurate and that documents are complete.
5. To make available to the State's Attorney the services of its State Parent Locator Service.
6. To provide access to IV-D case records of the Department for use by the State's Attorney in performing its duties under this Agreement.
7. To inform the State's Attorney, 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 State's Attorney.
8. To monitor on a monthly basis the State's Attorney's performance of and compliance with the duties undertaken in this Agreement.
9. To provide training to Department or State's Attorney staff on specific issues of mutual concern.
10. To furnish, at the request of the State's Attorney, available assistance, information and documents needed by the State's Attorney in order to verify payments, amount of collections, or reduction of claims.

**C. State's Attorney's Obligations. The State's Attorney agrees:**

1. To accept for handling all IV-D matters, as defined in Part I, Section B. of this Agreement, and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
2. To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a proposed budget and a personnel plan submission, for the State's Attorney's Title IV-D Unit for the period to be covered by an immediately succeeding Agreement between the parties.

3. To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a complete operational plan, hereinafter referred to as **Appendix A.**, outlining all activities to be performed by the State's Attorney's IV-D Unit in the next contract year.
4. To provide initial and ongoing training to newly assigned and existing State's Attorney staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, the Family Support Information System (FSIS), Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The State's Attorney will provide to the Department a current copy of all training packets and modules.
5. To maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the State's Attorney'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) calendar days prior to their occurrence.
6. To 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 State's Attorney, and any report required by the Federal Office of Child Support Enforcement.
7. To report to the Department, within five (5) calendar 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.
8. To 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. A report detailing all such purchases made during the month shall be submitted to the Department by the 7<sup>th</sup> work day after the end of the month.
9. To use all reasonable diligence in performing the duties undertaken in this Agreement.
10. During the course of this contract period but no later than December 1, 2001, to meet with a representative from the Department to discuss possible revisions to **Appendix A.** and other sections of this Agreement of Cooperation, effective July 1, 2002 through June 30, 2003. These discussions will include development of a statewide model for the delivery of child support services.



---

## PART III — FUNDING

---

### A. Budget and Inventory.

1. The State's Attorney's budget (Appendix B., Part 1) and Personnel Services Detail (Appendix B., Part 2) and operational plan (Appendix A.), as approved by the Department, are set forth in the Appendices, attached hereto and made a part hereof. The Maximum amount available under this Agreement shall not exceed \$325,500.
2. The State's Attorney will secure the Department's prior written approval for transfers into and out of the Personnel Services budget and for transfers between other line items of the budget in excess of ten percent (10%) of the total non-Personnel Services Budget.
3. The budget and expenditure reports will be reviewed by the Department at such times as the Department or the State's Attorney deem appropriate. Should the Department determine as a result of such review(s) that an overpayment or underpayment has been made, the matter shall be rectified by separate payment by the appropriate party or by adjustment to future periodic payments owed by the Department.
4. The State's Attorney shall conduct an inventory and submit a detailed report of equipment to the Department in accordance with the provisions of 45 CFR 74.34 and the Department's policy. 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. The State's Attorney shall submit the report to the Department no later than December 31, 2001.
5. In accordance with the provisions of 45 CFR 95.705, 44 II Adm. Code 5010.660 and other State and Federal law and regulations, the State's Attorney shall transfer to the Department all equipment purchased under the terms of this or any preceding Agreement between the parties, or the residual value of the equipment, if this Agreement is terminated or if said equipment is no longer needed by the State's Attorney to perform its duties under this Agreement.
6. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs for purposes of developing the State's Attorney's budget and any revisions thereto, and computing the amount of direct and indirect costs payable under this Agreement.
7. The budget shown in Appendix B. results from certain assumptions, including but not limited to salary increases as passed by County Board resolutions, regarding State's Attorney cost rates. Should actual rates vary from the assumptions, the Department and the State's Attorney may negotiate an amended budget.

### B. Funding and Payment.

1. The Department will arrange for funding, during the period covered by this Agreement, in accordance with existing federal regulations, to reimburse the State's Attorney for direct and indirect costs, subject to Federal Financial Participation (FFP), incurred by the State's

Attorney in performing the duties undertaken in this Agreement. Such costs are denoted in the budget incorporated into this Agreement as Appendix B. The Department will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with federal regulations.

2. All funds under the terms of this Agreement of Cooperation are to be used for the express purpose of Title IV-D child support enforcement efforts.
3. All Title IV-D funds held by the State's Attorney must be deposited in an interest-bearing bank account. Any interest earned on the Title IV-D money must be identified and deducted from actual expenditures reported to the Department.
4. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the State's Attorney. The Department will reimburse the State's Attorney for any underpayment of such finally determined costs under Part III, Section B.1., and the State's Attorney will reimburse the Department for any overpayment under Part III, Section B.1., within sixty (60) calendar days after such determination.
5. The total direct and indirect costs incurred by the State's Attorney in performing the duties undertaken in this agreement are to be one hundred (100%) funded through a combination of federal and State funds, except for those costs not mutually agreed upon or not subject to FFP, as provided in Part III, Section B.1.
6. Payments made by the Department pursuant to Part III, Section B.1. shall constitute full payment owed to the State's Attorney by the Department or the IV-D client under Federal or State law for the duties performed by the State's Attorney under this Agreement. The State's Attorney will not seek any additional payment from the Department or the IV-D client for the performance of these duties.
7. The State's Attorney will be solely responsible and liable for all expenditure disallowances resulting from audit by the federal Office of Child Support Enforcement or by the Department. The State's Attorney will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the State's Attorney timely notice of any such disallowances and an opportunity to rebut any question of the State's Attorney's liability. The State's Attorney, however, shall not be held liable for any disallowances concerning expenditures the State's Attorney undertook at the request of, or with the written approval of, the Department.
8. All expenditure reports and revisions to expenditure reports for the period July 1, 2001, through June 30, 2002, must be received by the Department no later than August 10, 2002, in order to ensure payment under this Agreement. Failure by the State's Attorney to present such reports prior to the August 10, 2002, deadline may require the State's Attorney to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.

- 9 The amount of indirect costs allowable under this Agreement is the amount reflected on Appendix B.

**C. Reimbursement, Records and Reporting.**

1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely receipt of expenditure reports by the Department as described in Part III, Sections C.2. and C.3., and upon the availability of Federal and State funds.
2. The State's Attorney will submit to the Department reports of actual expenditures ten (10) work days following the month of such expenditures. (See Appendix C.) Under Illinois' Prompt Payment Act, the Department will authorize payment to the State's Attorney thirty (30) days after receipt of complete, accurate and valid expenditure reports with appropriate documentation in order to facilitate payment to the State's Attorney within sixty (60) days. Reports shall be mailed to:

Illinois Department of Public Aid  
Division of Finance and Budget  
Contract & Expenditure Processing Unit  
509 S. 6<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Springfield, Illinois 62701

3. The State's Attorney agrees to maintain and submit to the Department records, including but not limited to, payroll records, time sheets, purchase orders, leases, billings, adequate to identify total time expended each month by State's Attorney staff filling positions indicated in Appendix B., and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Part III, Section B.1., only those expenses or portions thereof stated in Appendix B. are reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Local governments that receive \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the State's Attorney participates. Such audit report (s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The State's Attorney must submit two (2) copies of any required audit within thirty (30) days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:

Illinois Department of Public Aid  
Division of Child Support Enforcement  
Attn: Meredith E. Ritchie, Contract Manager  
32 W. Randolph Street, Room 900  
Chicago, Illinois 60601

5. Prior written approval from the Department must be secured by the State's Attorney 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 non-expendable personal property exceeding \$100.00 in unit cost and having a life expectancy of more than one year requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within three (3) business days 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.
  - c. The cost of any seminar fees, conference fees and travel outside of the State's Attorney's county, subject to State travel regulations as provided in Part V, Section E.4.

---

#### PART IV — COMPLIANCE

---

- A. If the Department determines that the State's Attorney's compliance with one or more provisions of this Agreement is unacceptable, the Department will develop a plan for corrective action by mutual agreement with the State's Attorney.
- B. The State's Attorney agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

---

**PART V — TERMS, CONDITIONS & CERTIFICATIONS**

---

**A. Rules of Construction.** Unless otherwise specified or the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. References to statutes and rules include subsequent amendments and successors thereto;
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;
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;
6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 4:30 p.m. Central Time;
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;
8. Words in the plural which should be singular by context shall be so read, and vice versa; and
9. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public Aid or any successor agency charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

**B. Term and Scope of Agreement.**

1. **Term.** This Agreement shall be effective on July 1, 2001, and shall continue through June 30, 2002 unless the Agreement is otherwise terminated as set forth in Part V, Section C.
2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and contract amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the applicable Department's Administrative Rules, 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.

### C. Termination of Agreement.

1. **Availability of Funds.** This Agreement is subject to the availability of Department appropriation and the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall be subject to automatic termination as provided in this Part V, Section C. in any year for which the General Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation or reappropriation to pay such obligations. The Department shall provide notice to the County of the cessation of funding and termination of this Agreement under this section within five (5) calendar days after the Department receives notice that its funding will cease.
2. **Termination Without Cause.** This Agreement may be terminated by the Department or by the State's Attorney without cause upon thirty (30) days' written notice to the other party. The State's Attorney, 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. Upon termination, the State's Attorney shall be paid for work satisfactorily completed prior to the date of termination.
3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the State's Attorney's ability to perform under this Agreement, the State's Attorney will immediately notify the Department in writing.
4. **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.
5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons. The State's Attorney, 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.
  - a. If funds become unavailable as set forth in Part V, Section C.1. of this Agreement;
  - b. If the State's Attorney breaches any of the representations, warranties or covenants set forth in Part V, Section G. of this Agreement, which breach inhibits the Department's ability to collect FFP;
  - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the child support enforcement program;
  - d. Upon the State's Attorney's refusal to amend this Agreement pursuant to Part V, Section F.2. of this Agreement; or
  - e. If an extraordinary event beyond the control of the State's Attorney such as destruction of the facility by fire, flood or another act of God, prevents the State's Attorney from fulfilling their obligations under this Agreement.

**D Contract Management and Notices.**

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the State's Attorney and various administrative units within the Department. All communications from the State's Attorney to the Department pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.
  
2. **Notices.**
  - a. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number 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.

Department: Jackie Garner, Director  
Illinois Department of Public Aid  
201 South Grand Avenue East  
Springfield, Illinois 62763

State's Attorney: Charles G. Reynard  
McLean County State's Attorney  
104 W. Front Street, Room 605  
Bloomington, Illinois 61702-2400

Remittance Address: McLean County State's Attorney  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Meredith E. Ritchie, Contract Manager  
Telephone: (312) 793-3846  
Fax: (312) 793-5681

State's Attorney: Todd C. Miller  
Telephone: (309) 888-5400  
Fax: (309) 888-5429

#### **E. Payment.**

1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the State's Attorney until such Federal funds are released to the State, at which time the Department will release to the State's Attorney the equivalent withheld funds.
2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or suspended in accordance with Part V, Section F.4.
3. **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 the State's Attorney of any such corrections.
4. **Travel.** Payment for travel expenses will be made by the Department under this Agreement subject to State rules, regulations and reimbursement rates for those individuals associated with this Agreement.

#### **F. General Terms.**

1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.
2. **Amendments.**
  - a. 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.
  - b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign such amendment within fifteen (15) business days after receipt, this Agreement shall terminate as provided in Part V, Section C.
3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement without the other party's prior written consent.
4. **Audits and Records.**



- a. **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including but not limited to the Department and its representatives, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to cooperate fully with any such review or audit. Upon reasonable notice by any authority, the State's Attorney shall provide, in Illinois, or any other location designated by the authority, during normal business hours, full and complete access to the relevant portions of the State's Attorney's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the Department shall adjust future or final payments otherwise due to the State's Attorney. If no payments are due and owing to the State's Attorney, or if the overpayment(s) exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall immediately refund all amounts which may be due to the Department.
- b. **Retention of Records.** The State's Attorney shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The State's Attorney shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the 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 the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-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 Part V, Section F.4. 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.

**5. Choice of Law and Dispute Resolution.**

- a. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in McLean County, Illinois.
- b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the State's Attorney.

**6. Confidentiality.**

- a. **Confidentiality of Identified Information.** 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.

- b. **Confidentiality of Program Recipient Identification.** The State's Attorney 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 the State's Attorney and its employees and by the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.
7. **Disputes Between State's Attorney and Other Parties.** All disputes between the State's Attorney and any subcontractor retained by the State's Attorney shall be solely between such subcontractor and the State's Attorney, and the Department shall be held harmless by the State's Attorney.
8. **Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The State's Attorney and its principals, employees, and subcontractors are prohibited 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.
9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the State's Attorney may have under the State Employees Indemnification Act. Solely for the purposes of services performed under this Agreement, the State's Attorney and its employees shall perform in the role of independent contractors of the Department. The State's Attorney shall be responsible for payment of all compensation, including pension benefits due to any person employed by State's Attorney. State's Attorney employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any State's Attorney employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Appendix B, shall not be construed to create an employment relationship between the State's Attorney employee or the State's Attorney and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.
10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement.

11. **Nondiscrimination.** The State's Attorney 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. The State's Attorney 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.
12. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the State's Attorney may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.
13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the State's Attorney's performance under this Agreement and having a useful life of one (1) year or more and an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the State's Attorney decide to dispose of or transfer any equipment purchased under this or any prior agreements, the Department has the right of first refusal.
14. **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.
15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS 5/2-105.
16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1) year after its termination, the State's Attorney and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any

person who is or has been employed by the other in a managerial or policy-making role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The State's Attorney shall immediately notify the Department's Ethics Officer in writing if the State's Attorney solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the State's Attorney informed as to the name and address of the Ethics Officer. Should an employee of the State's Attorney take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.

**17. Subcontracts.**

- a. If the State's Attorney will utilize the services of a subcontractor in its performance under this Agreement, the State's Attorney shall so state in an attachment to this Agreement and list in that attachment the names and addresses of each subcontractor that will be used and the expected amount of money each subcontractor will receive.
- b. If the State's Attorney adds or changes any subcontractor during the term of this Agreement, the State's Attorney shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
- c. All subcontracts must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The State's Attorney shall remain responsible for the performance of all subcontractors.

- 18. 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.

**G. State's Attorney Certifications.**

**1. General Warranties of State's Attorney.**

- a. The State's Attorney warrants to the Department that:
  - i. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
  - ii. The person executing this Agreement on behalf of the State's Attorney is duly authorized to execute the Agreement and bind the State's Attorney to all terms and conditions hereunder, and
  - iii. 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 the State's Attorney will be expeditiously corrected by the State's Attorney without additional charge to the Department.

- b. Violation of any of these warranties by the State's Attorney shall subject this Agreement to automatic termination pursuant to Part V, Section C.
2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to recompense that Person for not having bid on a State contract.
  3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).
  4. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The State's Attorney certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached certification.
  5. **Clean Air Act and Clean Water Act.** The State's Attorney certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
  6. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The State's Attorney 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 termination of the Agreement.
  7. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
  8. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The State's Attorney certifies, under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear above the State's Attorney's signature are correct.
  9. **Lobbying.**
    - a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the State's Attorney, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan or grant, or the entering into of any cooperative agreement,

- or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State's Attorney shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal Operations.
  - c. The State's Attorney shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
10. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.
11. **Non-Exclusion under Procurement Code.**
- a. **Current Exclusion.** The State's Attorney certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*).
  - b. **Exclusion During Term of Contract.** If, at any time during the term of this Agreement, the State's Attorney is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*), the State's Attorney shall notify the Department of such debarment or suspension within 30 days after its imposition.
12. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither participates nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
13. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the State's Attorney is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
14. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the

State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the State's Attorney, any fee, commission, percentage, brokerage fee, gift 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 the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

**State's Attorney's Federal Taxpayer Identification Number Certification:**

**FEIN: 37-6001569**

**Legal Status:**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual          | <input type="checkbox"/> Medical and Health Care Services Provider Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only)            |
| <input type="checkbox"/> Partnership         | <input checked="" type="checkbox"/> Governmental Entity                        |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Not-for-profit corporation                            |
| <input type="checkbox"/> Real Estate Agent   | <input type="checkbox"/> Trust or Estate                                       |
| <input type="checkbox"/> Non Resident Alien  | <input type="checkbox"/> Foreign corporation, partnership, trust or estate     |

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 PUBLIC AID

MCLEAN COUNTY, ILLINOIS

By: \_\_\_\_\_  
Jackie Garner, Director

By: \_\_\_\_\_  
Charles G. Reynard, State's Attorney

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

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

**APPROVED:**

\_\_\_\_\_  
President, McLean County Board

\_\_\_\_\_  
Jim Ryan, Illinois Attorney General

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

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

**APPENDIX A  
MCLEAN COUNTY STATE'S ATTORNEY**

In this Cooperative Agreement the parties understand that all agencies involved in the McLean County IV-D program must work effectively and cooperatively to achieve the mutual goals of the program.

The State's Attorney agrees that when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases.

The State's Attorney further agrees to prohibit attorneys employed by the Office of the State's Attorney 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 Office of the State's Attorney, or the attorney personally, in connection with the State's Attorney's representation of the Department under the terms of this Agreement.

The Department agrees to indemnify and hold the State's Attorney harmless, to the extent permitted by law, for any fees, costs, and damages, assessed against the State's Attorney, and those staff funded under the Agreement, resulting from any and all information referred by the Department to the State's Attorney which later is determined to be inaccurate.

The following standards for the State's Attorney will be monitored by the Division of Child Support Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child support enforcement program.

**The State's Attorney shall:**

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 State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) days after receipt of location of absent parent by the Department.
3. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) work days of receiving results of attempts.
4. Request services of State Parent Locator Service within four (4) working days after determining the whereabouts of the absent parent is unknown.



5. Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when paternity is established.
6. Establish an order for support within ninety (90) calendar days regardless of whether or not parentage has been established on cases referred by the Department to the State's Attorney, or effect service of process necessary to commence proceedings to establish support and, if necessary, paternity (or document unsuccessful attempts to serve process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85).

The State's Attorney 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 State's Attorney shall follow state presumptive guidelines on parentage cases, including seeking a minimum support order of \$10.00 per month. 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.

7. Complete actions to establish an order for support regardless of whether or not paternity has been established for support from the date of filing or the date of service of process, whichever is later, within the following time frames:
  - (1.) 75 percent in six (6) months;
  - (2.) 90 percent in twelve (12) months.
8. File an action to enforce an existing order for support within 30 calendar days after the date the Department identifies a delinquency or other support related noncompliance with the order or the location of the absent parent, whichever occurs later.
9. File an action to modify an existing order for support within 30 calendar days after the date the Department identifies the location of the absent parent.
10. Seek medical insurance coverage for each child from the non-custodial parent. Medical insurance coverage must be addressed in all orders whether or not the NCP is ordered to provide it.
11. Seek reimbursement of public assistance from non-custodial parents.
12. Seek entry of orders that provide for immediate income withholding.
13. Notify the Department, whenever possible, at least 30 days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
14. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk after the end of each court session.

15. Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home and employer address and record any informational additions or changes and submit same for data entry.
16. Record in KIDS out of court non-cooperation cases within five (5) work days after a TANF client's failure to cooperate with the State's Attorney. The State's Attorney will ensure that non-cooperation in Court is addressed in the relevant court order. The State's Attorney will provide to the Department a completed Form DPA 493A in each case in which a TANF client cooperates after having been previously reported as uncooperative.
17. Submit a completed reporting form (Order Summary Form or successor form), court order if appropriate, for each case referred, and all orders resulting from a respondent's filing a Petition to Stay, within five (5) working days after the legal action.
18. Provide to the Department information on a client that the State's Attorney suspects is receiving TANF illegally.
19. 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 State's Attorney equal to the amount of the reduction of the debt. At no time will the State's Attorney agree to entry of an order excluding use of an Offset Program.
20. 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 paternity for a duty of support.
21. Mail all URESA/UIFSA orders to the Department within seven (7) work days after entry by the Courts.
22. 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 Assistant State's Attorney that represented the Department in the trial court shall inform the Department's IV-D Technical Advisor by telephone or facsimile transmission and provide a report with all necessary supporting documentation, in the format prescribed by the Department, to the Department's IV-D Technical Advisor and the Public Aid Bureau of the Office of the Attorney General.
23. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.
24. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.
25. Keep the Department informed of State's Attorney staff assignments.

26. Take all prescribed steps and actions to comply with the requirements of any corrective action plan mutually agreed upon with the Department.
27. Respond to status requests and inquiries from the Department within five (5) work days after the request or inquiry.
28. 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) 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.
29. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
30. 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 SDU.
31. Provide written description of any perceived conflict of interest to the Office of the Illinois Attorney General's Public Aid Claims Enforcement Bureau, 301 E. Monroe, Springfield, Illinois 62706, for review and determination.

#####

**APPENDIX B Part 1 of 2  
 MCLEAN COUNTY STATE'S ATTORNEY BUDGET  
 JULY 1, 2001 THROUGH JUNE 30, 2002**

<b>DIRECT COSTS</b>	<b>SFY02 Budget</b>
<b>Personnel Services</b>	
Salaries - Full Time	\$197,787
<i>(See attached list of positions-Part 2 of 2)</i>	45,491
Fringe Benefits	
<b>SUBTOTAL</b>	<b>\$243,278</b>
 <b>Non-Personnel Services</b>	
Telephone	\$3,500
Copies	2,500
Postage	500
Equipment	3,000
Office Supplies	3,000
Rent - 4,788 @ \$6.90/sq ft	33,037
Insurance	726
Operational Supplies	5,000
Dues & Memberships	1,500
Conferences	1,880
Notary Bonds	50
Witness Fees	250
Transcripts	250
Office Furnishings	2,500
Computer Hardware	2,000
Computer Software	1,000
Travel	1,000
Service of Process Service Fees	750
<b>SUBTOTAL</b>	<b>\$62,443</b>
 <b>PERSONNEL SERVICES SUBTOTAL</b>	 <b>\$243,278</b>
 <b>NON-PERSONNEL SERVICES BENEFITS SUBTOTAL</b>	 <b>\$62,443</b>
 <b>TOTAL DIRECT COSTS</b>	 <b>\$305,721</b>
 <b>INDIRECT COST (10% of Salaries)</b>	 <b>\$19,779</b>
 <b>GRAND TOTAL</b>	 <b>\$325,500</b>

**APPENDIX B Part 2 of 2  
 AUTHORIZED POSITIONS - SFY02  
 MCLEAN COUNTY STATE'S ATTORNEY**

NAME	POSITION	IV-D%	SALARY	FRINGE	TOTAL
Todd C. Miller	Chief ASA	100%	\$50,066	\$11,515	\$61,581
Dean R. Engelbrecht	Assistant State's Attorney	100%	\$44,692	\$10,279	\$54,971
Becky Tavares	Office Administrator	100%	\$32,155	\$7,396	\$39,552
Jennifer Pflieger	Legal Assistant	100%	\$24,746	\$5,692	\$30,438
Katherine Ballard	Secretary	100%	\$25,340	\$5,828	\$31,168
Kelli Hackler	Receptionist	100%	\$20,787	\$4,781	\$25,568
				TOTAL:	<u>\$241,278</u>

**BEP CONTRACTING GOAL**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575/1) establishes a goal that not less than 12% of the total dollar amount of State contracts be awarded to businesses owned and controlled by persons who are minority, female or who have disabilities (the percentages are 5%/5%/2% respectively) and have been certified as such ("BEPs"). This goal can be met by contracts let directly to such businesses by the State, or indirectly by the State's contractor ordering goods or services from BEPs when suppliers or subcontractors are needed to fulfill the contract. Call the Business Enterprise Program at 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/528-0844 (Illinois Relay Center for Hearing Impaired) for a list of certified businesses appropriate for the particular contract.

1. If you are a BEP, please identify which agency certified the business and in what capacity by checking the applicable blanks:

**Certifying Agency:**

- Department of Central Management Services
- Women's Business Development Center
- Chicago Minority Business Development Council
- Illinois Department of Transportation
- Other (Identify) \_\_\_\_\_

**Capacity:**

- Minority
- Female
- Disadvantaged
- Person with Disability

2. If the "Capacity" blank is not checked, do you have a written policy or goal regarding contracting with BEPs?

Yes \_\_\_\_\_ No \_\_\_\_\_

a. If "yes", please attach a copy.

b. If "no", will you make a commitment to contact BEPs and consider their proposals?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Do you plan on ordering supplies or services in furtherance of this project from BEPs?

Yes \_\_\_\_\_ No \_\_\_\_\_

a. If "yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEPs you plan to use.

This information is submitted on behalf of:

\_\_\_\_\_  
Contractor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION**

The contractor certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- This business or corporation does not have twenty-five (25) or more employees.
- This business or corporation has twenty-five (25) or more employees, and the contractor certifies and agrees that it will provide a drug free workplace by:
  - A) Publishing a statement
    - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - 3) Notifying the employees that, as a condition of employment on such contract, the employee will
      - a) abide by the terms of the statement; and
      - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - B) Establishing a drug free awareness program to inform employees about
    - 1) the dangers of drug abuse in the workplace;
    - 2) the contractor's policy of maintaining a drug free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) the penalties that may be imposed upon an employee for drug violations.
  - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.
  - F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

\_\_\_\_\_  
Printed Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Requisition/Contract/Grant ID Number

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Members Sommer/Pokorney moved the County Board approve a Request for Approval of a Contract between McLean County, the Circuit Clerk's Office, and the Illinois Department of Public Aid - Circuit Clerk's Office; a Contract between McLean County, the Chief Judge of the Eleventh Judicial Circuit, and the Illinois Department of Public Aid - Circuit Court; and a Contract between McLean County, the State's Attorney's Office, and the Illinois Department of Public Aid - State's Attorney's Office. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

**WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and**

**WHEREAS, the County of McLean has booking facilities: and**

**WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;**

**NOW THEREFORE, the parties hereto agree as follows:**

**1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**

**2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**

**3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

**4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not**



limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

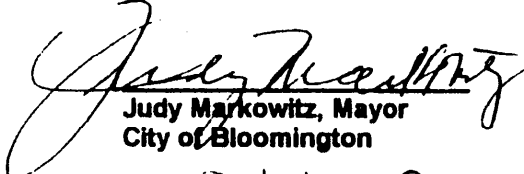
5. The City will pay the County at an annual rate of Seventeen Thousand Five Hundred Ten Dollars (\$17,510.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid on a monthly basis at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.


8. This agreement shall be in effect from the date the last party signs until December 31, 2002. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

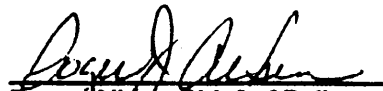
  
Judy Markowitz, Mayor  
City of Bloomington

Date: October 9, 2001

ATTEST:


  
Tracy Covert, City Clerk  
City of Bloomington

Date: October 9, 2001

  
Roger Alkin, Chief of Police  
City of Bloomington

Date: 10/16/01

APPROVED:


  
Michael Sweeney, Chairman  
McLean County Board

Date: October 18, 2001

ATTEST:

  
Peggy Ann Milton, Clerk of  
McLean County Board

Date: Nov 26, 2001

  
David G. Owens, Sheriff of  
McLean County

Date: 10-17-2001

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COUNTY OF McLEAN AND THE TOWN OF NORMAL**

**WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and**

**WHEREAS, the County of McLean has booking facilities: and**

**WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;**

**NOW THEREFORE, the parties hereto agree as follows:**

**1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**

**2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**

**3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

**4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

(2)

5. The Town will pay the County at an annual rate of Seventeen Thousand Five Hundred Ten Dollars (\$17,510.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid on a monthly basis at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2002. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

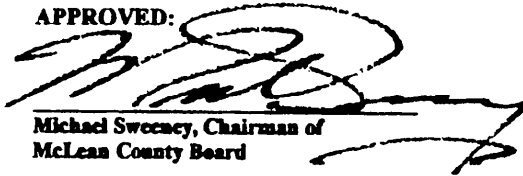
APPROVED:



Kent Karraker, Mayor  
Town of Normal

Date: 10/16/01

APPROVED:



Michael Sweeney, Chairman of  
McLean County Board

Date: 11-20-01

ATTEST:



Wendelyn Briggs, Town Clerk of the  
Town of Normal

Date: 10/16/01



Walt Clark, Chief of Police  
Town of Normal

Date: 10/16/01

ATTEST:



Peggy Ann Milton, County Clerk of  
McLean County

Date: Nov. 26, 2001



David G. Owens, Sheriff of  
McLean County

Date: 10-18-01

Members Sommer/Emmett moved the County Board approve a Request for Approval of Intergovernmental Agreements between the County of McLean, and the City of Bloomington; and the County of McLean, and the Town of Normal for Booking Services - Sheriff's Department. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2001  
Combined Annual Appropriation and Budget Ordinance  
Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 21, 2000, 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 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department upgraded eighty-five (85) E.F. Johnson 800 MHz radios in July, 2001, as part of the Phase I recommendation prepared by E.F. Johnson to improve the overall quality of the 800 MHz radio system; and

WHEREAS, the local law enforcement agencies agreed to pay for the cost of upgrading the 800 MHz radios used by each law enforcement agency and MetCom agreed to pay the cost of the adjustments and upgrades made to the radio console, antennas, and receiver sites; and,

WHEREAS, the Justice Committee, on Monday, November 6, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to upgrade eighty-five (85) E.F. Johnson 800 MHz radios; now therefore,

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

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$18,059.00.

County Board	
0001-0001-0001-0400.0000	<u>\$ 18,059.00</u>

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriation:


Radio/Communications Equipment Maintenance	
0001-0029-0029-0743.0001	<u>\$ 18,059.00</u>

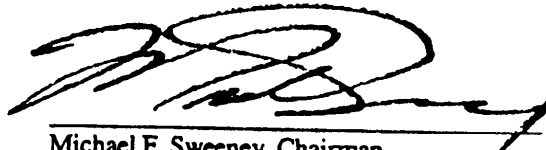
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 20th day of November, 2001.

ATTEST:

APPROVED:

  
Peggy Ann Johnson, Clerk of the County Board,  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

EA\_SHER\_RADIOS  
11/2001

Members Sommer/Renner moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance - EF Johnson Radio Upgrade - Sheriff's Department. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

<b>PROGRAM TITLE:</b>	Domestic Violence Protocol Implementation
<b>AGREEMENT NUMBER:</b>	600046
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	6631, 6746, 6846, 6946
<b>ESTIMATED START DATE:</b>	November 1, 2001
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>Violence Against Women Act (FFY00) Funds:</i>	\$71,650
<i>Matching Funds:</i>	\$23,883
<b>Total:</b>	\$95,533
<b>IMPLEMENTING AGENCY:</b>	County of McLean on behalf of the McLean County State's Attorney's Office
<b>ADDRESS:</b>	104 West Front Street, Room 605 Bloomington, Illinois 61701
<b>IRS TAX IDENTIFICATION NUMBER:</b>	37-6001569
<b>AUTHORIZED OFFICIAL:</b>	Michael F. Sweeney
<b>TITLE:</b>	Chairman of the County Board
<b>TELEPHONE:</b>	309-888-5112
<b>PROGRAM FINANCIAL OFFICER:</b>	Jackie Dozier
<b>TITLE:</b>	Auditor
<b>TELEPHONE:</b>	309-888-5151
<b>PROGRAM AGENCY:</b>	McLean County State's Attorney's Office
<b>ADDRESS:</b>	104 West Front Street, Room 605 Bloomington, Illinois 61701
<b>PROGRAM DIRECTOR:</b>	Charles G. Reynard
<b>TITLE:</b>	State's Attorney
<b>TELEPHONE:</b>	309-888-5400
<b>EMAIL:</b>	<a href="mailto:charles@mclean.gov">charles@mclean.gov</a>
<b>FISCAL CONTACT PERSON:</b>	Cindy Outlaw
<b>AGENCY:</b>	McLean County State's Attorney's Office
<b>TITLE:</b>	Administrative Support Supervisor
<b>TELEPHONE:</b>	309-888-5402
<b>EMAIL:</b>	<a href="mailto:cindy@mclean.gov">cindy@mclean.gov</a>
<b>PROGRAM CONTACT PERSON:</b>	Charles G. Reynard
<b>TITLE:</b>	State's Attorney
<b>TELEPHONE:</b>	309-888-5402
<b>EMAIL:</b>	

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on behalf of the McLean County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61701, for implementation of the Domestic Violence Protocol Implementation Program.

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

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as the focus of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2000:

- 1) To expand basic and advanced training on sexual assault and domestic violence for law enforcement, state's attorneys, judges, clerks, and advocates;
- 2) To implement in seven jurisdictions the model domestic violence protocol for law enforcement, prosecutors and the judiciary, and in at least six jurisdictions, the model sexual assault guidelines for law enforcement; test sites for each are expected to adopt the protocol/guidelines, train staff, develop and implement mechanisms to ensure participants follow the protocol/guidelines, institute data collection to facilitate evaluation and serve as a model for determining the data to be collected;
- 3) To improve and expand data collection systems by (a) collaborating with the Illinois State Police to enable the entry of orders of protection issued in other states into the Law Enforcement Assistance Database system; and (b) describing methods of collecting aggregate data to assess the system's response to sexual assault and domestic violence incidents; and
- 4) To continue support for expanded services for victims of sexual assault and domestic violence, particularly to those in underserved areas and special populations.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

WHEREAS, the Authority designated the County of McLean on behalf of the McLean County State's Attorney's Office to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of the McLean County State's Attorney's Office as follows:

#### SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

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

The period of performance of this agreement shall be from November 1, 2001 through October 31, 2002.

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

However, no funds will flow under this agreement for the period of August 1, 2002 through October 31, 2002, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Formula Grant Program (00-WF-VX-0002) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

#### SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

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

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

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit



#### **SECTION 4. PROGRAM DESCRIPTION AND BUDGET**

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

#### **SECTION 5. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$71,650, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

#### **SECTION 6. MATCH**

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 7. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 8. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for activities subject to funding under the Violence Against Women Act of 1994.

#### **SECTION 9. REPORTING AND EVALUATION REQUIREMENTS**

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with federally sponsored or funded evaluations of their programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 10. PROGRAM INCOME**

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

#### **SECTION 11. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 8 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the

Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

## **SECTION 12. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

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

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

## **SECTION 13. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

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

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit

#### **SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

#### **SECTION 15. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 8 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 16. CLOSE-OUT REQUIREMENTS**

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

#### **SECTION 17. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

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

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and the VAWO in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing

Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

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

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

#### **SECTION 18. IMPLEMENTING AGENCY COMPLIANCE**

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

- Those laws, regulations and guidelines specified in Sections 20 and 26 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit

- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 20 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

#### **SECTION 20. NONDISCRIMINATION**

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

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G.
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### **SECTION 21. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 22. ASSIGNMENT**

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit

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

#### **SECTION 23. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated.

The Implementing Agency shall be liable for the performance, acts or omissions of any person, organization, partnership or corporation with which it contracts, to the extent permitted by law; and shall be responsible for assuring that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates.

#### **SECTION 24. INDEPENDENT CONTRACTOR**

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

#### **SECTION 25. EXHIBITS, AMENDMENTS**

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

#### **SECTION 26. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), the Violence Against Women Formula Grants Program Fiscal Year 2000 Application and Program Guidelines, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), the State

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit



Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

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

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

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

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

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

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

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

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

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

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 31. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 32. COPYRIGHTS, PATENTS**

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

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

### **SECTION 33. PUBLICATIONS**

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

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

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

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

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

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

Any such publication shall contain the following statement:

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit

"This project was supported by Grant # 00-WF-VX-0002, awarded by the Violence Against Women Office, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

#### SECTION 34. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

**Name:** The County of McLean on behalf of the McLean County State's Attorney's Office

**Taxpayer Identification Number:** -

**Employer Identification Number:** 37-6001569

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

#### Legal Status:

- |  |                                     |  |
|--|-------------------------------------|--|
| - Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| - Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| - Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| - Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| - Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| - Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/>            |  |

#### SECTION 35. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Violence Against Women Office
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- Grant Award Name and Number: Violence Against Women Formula Grants Program (00-WF-VX-0002)
- Grant Award Year: Federal Fiscal Year 2000

#### **SECTION 36. DISPOSITION REPORTING**

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

#### **SECTION 37. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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

#### **SECTION 38. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

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

#### **SECTION 39. INTEGRATION**

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

#### **SECTION 40. SEVERABILITY**

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

#### **SECTION 40.5 SPECIAL CONDITIONS - CONFIDENTIALITY**

The Violence Against Women Office may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**  
Federal and State Grants Unit

**SECTION 40.6 SPECIAL CONDITIONS - EQUIPMENT**

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


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

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

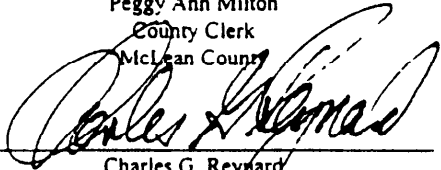
SECTION 41. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto.

\_\_\_\_\_  
Candice M. Kane  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
  
Chairman of the Board  
McLean County  
Date

\_\_\_\_\_  
Peggy Ann Milton  
County Clerk  
McLean County  
Date

  
\_\_\_\_\_  
Charles G. Reynard  
State's Attorney  
McLean County  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## DOMESTIC VIOLENCE PROTOCOL IMPLEMENTATION

McLean County State's Attorney's Office

Exhibit A: Program narrative (Agreement #600046)

### I. SUMMARY OF PROGRAM

The basic description of the program to be implemented remains unchanged from the previous years' proposals and agreements. Nevertheless, McLean County continues to expand its community prosecution efforts and activities in prosecuting domestic violence. Our domestic violence prosecutors will continue to forge partnerships with our community and various public and private agencies to reduce domestic violence in McLean County.

The goals, strategies and objectives of our domestic violence prosecution program remain significantly the same as the previously funded program. Our agenda, as in the past, is to provide our multi-disciplinary domestic violence community prosecution team with information and strategies to implement successful prosecution. The bi-weekly meetings of our domestic violence unit will continue to provide opportunities for participants to pool resources, share ideas and strategize.

The success of our program can be measured, in part, by examining our statistical reports submitted throughout the past four years. Although victims often recant or minimize, our statistics indicate that we can now expect successful prosecution of domestic violence cases. Additionally, with more frequency, batterers are arrested and convicted for violating no contact orders and orders of protection.

### II. REVIEW OF PROGRESS MADE

Analysis of our monthly reports, previously submitted, best identifies our programs' strengths and weaknesses and provides evidence of the effects of our strategy. This monthly collection of prosecution statistics provides us with critical information on program effectiveness and, over the next year, will be used to make resource allocation decisions and to adjust the program to improve its effectiveness.

The progress made on the collaborating agencies original twenty (20) targeted areas for the fourth year of the DV-PIP program is as follows:

- (1) Over the past year our multi-disciplinary DV team has remained the key partnership that enables McLean County to coordinate a community prosecution effort against domestic violence. Community agencies with regular attendance at our bi-weekly meetings include, but are not limited to, the: (a) probation department, (b) Normal Police Department, (c) Bloomington Police Department, (d) McLean County Sheriff's Department, (e) victim advocates such as the Neville House, and (f) Batterer's Counseling Providers. These meetings are designed to foster collaboration and information sharing within the D.V. unit.



- (2) First, effective in July of this year, local law enforcement agencies in collaboration with the State's Attorney and McLean County Adult Court Services Department adopted the procedure of initiation arrest of probationers who violated the NO CONTACT condition of their Order. Second, a new protocol is being developed by the Court for handling domestic violence guilty pleas and sentencings, as well as sentencings after contested trials resulting in findings of guilt. This new procedure would require the defendant to secure a domestic violence assessment prior to being sentenced. At the time of sentencing, with due consideration to the information provided in the assessment report as well as other evidence available to the court, the Court will impose sentence. In the event the Court imposes a continuing order sentence (probation, conditional discharge, or court supervision), the Court will also provide for one or more review hearings to be conducted during the term of the continuing order, for the purpose of monitoring compliance.
- (3) Roll call training on the protocol concerning obtaining tape-recorded statements from victims and witnesses on the scene of a domestic violence case was conducted for all four shifts of the Bloomington Police Department, Normal Police Department and Sheriff's Department.
- (4) A need for more Spanish interpreters for victims of domestic violence has been identified and solutions are being explored. Nevertheless, domestic violence follow-up service continues to improve because of technological advances in our integrated justice database system (EJS).
- (5) Domestic violence follow-up service continues to improve because of technological advances in our integrated justice database system (EJS). Also, tape-recorded statements from victims and witnesses at the scene will reduce the need for follow-up interviews.
- (6) By augmenting our D.V. unit with more agencies and people our collaborative efforts between the community and local law enforcement have been strengthened. Consequently, we feel that there is a natural decrease in the number of victim/suspect unknown reports.
- (7) Again, this year, all victims of domestic violence with whom law enforcement had contact were informed of their rights under IDVA.
- (8) This year all victims of domestic violence whom law enforcement had contacted were provided resources and referrals.
- (9) From January 1, 2001 through July 31, 2001, the rate of nol-pros dispositions in misdemeanor cases concluded has increased from 32% a year ago to 37% through the first seven months of this year.
- (10) The rate of nol-pros dispositions in felony domestic violence prosecutions has increased from 17% a year ago to 19% this year. This rise in the percentage of these cases could be attributed to: (1) more aggressive custody screening by felony attorneys; (2) overconfident charging in hopes that immediate follow-up investigation will secure a true bill at grand jury; (3) a high turnover rate in our domestic violence prosecution team, only one prosecutor, out of four, has more than a year's experience in the D.V. unit; or (4) charging the highest crime that is supported by the facts and then allowing the first offender to plead to a lesser included misdemeanor charge. For example, most Class A misdemeanor

domestic battery scenarios will also support a charge of unlawful restraint, a Class 4 felony. However, most first offenders will be allowed to plead to the misdemeanor charge and, in exchange, the state will nol-pros the felony charge. Nevertheless, again this year, we have stayed the course in that during the first 8 months of this year there have been no cases in McLean County involving intimate partner murder.

(11) Again this year, our sheriff's department has been successful with serving victims of domestic violence with grand jury subpoenas. Therefore, felony prosecutors have experienced a steady rate of 80 - 85% of victim/attorney conferences prior to the day of trial.

(12) The rates of plenary orders of protection stemming from emergency orders of protection have held steady for the past 12 months at 29.

(13) Recently roll-call training focused on first response police officers obtaining tape-recorded statements from domestic violence victims and witnesses. Some officers were assigned audio equipment in order to implement the new audio recording protocol. Children who witness domestic violence are often observed crying and screaming by the first response police officer. Children's cries are now being captured on tape and perhaps will be heard by juries. Additionally, we are still partnering with For Children's Sake to provide counseling to children who have witnessed domestic violence.

(14) Officers continue to receive training on primary and secondary aggressor analysis. Also, the probation department is now including the Neville House hotline phone number in their letters to victims of domestic violence.

(15) Up through the end of July 2001, a medical advocate has been on call for both BroMenn and St. Joseph Hospitals. Unfortunately, due to staff shortages, the Neville House has, for now, discontinued this position. Additionally, members of our D.V. unit have continued to meet with local clergy to address guidelines they should follow when counseling victims of domestic violence. On March 14, 2001, a faith and domestic violence conference was held in which members of our D.V. unit was invited to attend.

(16) Serving subpoenas for domestic violence cases is always an issue that is addressed with our police agencies. All police agencies are encouraged to aid the sheriff's department in locating and serving witnesses in their jurisdiction.

(17) A new and improved Microsoft Outlook program has been added to our computer network system. Training was conducted and e-mail communication between DV team members has been enhanced.

(18) We have continued to address and develop a multi-disciplinary protocol for responding to juvenile DV offenders.

(19) The possibility of having a DV court is still being explored

(20) Discussion is still going on concerning the need for a more effective protocol for investigating police-involved and correctional officer-involved incidences of domestic violence.

As part of the previous year's efforts, the DV Team identified the following five additional goals (see page 7 of last year's program narrative):

- The full implementation of the previously adopted protocols by all involved parties, as well as the revision of those protocols as determined from time to time to be needed,
- Additional training on domestic violence related issues,
- Improved law enforcement response to victims of domestic violence,
- Improved prosecution outcomes, including screening/charging, victim/attorney communications, "victimless" prosecution proceedings (where possible and appropriate) and increased offender accountability, and
- increased consistency in judicial response to the presentation of evidence presented upon the adjudication of guilt or innocence, as well as the consistency of the judicial response to impose appropriate sentencing consequences, and
- Increased involvement by the community in recognizing the problem and responding to it by more informed and proactive decisions to employ victim advocacy, law enforcement and legal resources to achieve earlier interventions.

We believe that we have made progress concerning the foregoing issues via the following:

1. The Domestic Violence Multi-Disciplinary team has continued to meet on a twice-monthly basis. During these meetings new domestic violence protocols have been designed and adopted. For example, a protocol has been adopted for tape-recording the statements of domestic violence victims and witnesses. These statements are recorded by the police officer dispatched to the scene. If the person is in an excited or highly emotional state, the statements made by her or him may be admissible in court as an excited utterance (exception to the hearsay rule.) If the person later changes his or her story, the recording is admissible under a statutory hearsay exception.
2. Roll call training regarding the use of the tape recorder as an evidence gathering tool in domestic violence cases was conducted for all four shifts of the Bloomington Police Department, Normal Police Department and the Sheriff's Department.
3. Police officers obtaining tape recording statements from victims and witnesses in D.V. cases will improve law enforcement's response to these types of calls. Additionally, a new protocol for initiating arrest of probationers who violate the NO CONTACT condition of their order also aids victims of domestic violence.
4. Obtaining tape-recorded statements of domestic violence victims and witnesses, on scene, should result in more successful prosecutions and less follow-up interviews..
5. A new protocol is being developed by the Court for handling domestic violence guilty pleas and sentencings, as well as sentencings after contested trials resulting in findings of guilt. This new procedure would require the defendant to secure a domestic violence assessment prior to being sentenced. At the time of sentencing, with due consideration to the information provided in the assessment report as well as other evidence available to the court, the Court will impose sentence. In the event the Court imposes a continuing order sentence (probation, conditional discharge, or court supervision), the Court will also provide for one or more review hearings to be conducted during the term of the continuing order, for the purpose of monitoring compliance.

6. The idea of a D.V. court watch program is being explored. The court watch program may be done through the League of Women Voters and has been done before with juvenile court and bail bond hearings.

We believe that we have made significant progress in achieving the majority of our goals and objectives previously funded. We remain grateful for the federal funding and are looking forward to interacting with our community in our multi-disciplinary effort to reduce domestic violence. Each member of our team is critical to the domestic violence prosecution team and we especially appreciate our federally funded members who help implement and maintain our program.

### III. STATEMENT OF PROBLEM

From the perspective of the State's Attorney's Office, the problems the collaborating agencies continue to face and which justify the need to continue the program are essentially the same as reported concerning the first year's experience under the grant. Those problems continue to diminish in severity each year under the grant, but it can be fairly said that these problems will always exist, though hopefully to a steadily diminishing degree. Those problems are listed as follows:

- Investigations
- Case handling
- Making and maintaining contact with victims
- Adjudication/trial problems – all of the above plus different perceptions of evidence
- Sentencing – need for consistent form and content of orders and consensus regarding court-ordered treatment
- Enforcement of sentencing orders – monitoring and information

From the State's Attorney's perspective, the above-described problems, all essentially related to implementation of the three-part protocol, accounted for a strong motivation to reconvene the McLean County Domestic Violence Task Force. By way of background, the Domestic Violence Task Force first convened in the Summer of 1993, conducted several meetings and work group processes, and, in the early fall of that year, issued recommendations to the community. As a consequence of those efforts, the community mobilized a number of efforts, which have caused enormous change in the way McLean County has addressed the problem of domestic violence. The collaboration between the State's Attorney's Office and Neville House began. The first domestic violence prosecutor position was created. Soon thereafter, the Bloomington Police Department domestic violence investigative unit was started. The caseload statistics began to increase dramatically and continued to increase dramatically through 1996 and 1997.

The DV-PIP program officially started in November 1997 and began to show significant momentum during the spring of 1998. However, the above-listed problems (which will be detailed to some extent below) caused various components of the collaboration to experience concerns. During July and August of 1998, an ad hoc committee formed to reconvene the task force for the specific purposes of reviewing the progress experienced to date and studying the problems requiring attention so that the progress of the community could be sustained and improved.

The Domestic Violence Task Force reconvened on October 13, 1998. The Task Force met again on November 10, 1998, following several meetings involving six area work groups. The Task Force met twice in 1999 and twice in 2000. Work groups, currently four reconfigured groups, have continued to maintain a focus on various system and community problems in order to effectively respond to the ongoing six problems referred to above as well as the four additional problems described in the previous section.

From the State's Attorney's perspective, there has been significant progress made in responding to each of the ten problems listed above. It continues to be our goal to address the need for further improvements in our response to each of these concerns. Continuing to develop the collaboration between and among police, prosecutors, and victim advocates has been and will continue to be the primary emphasis under the grant, particularly with reference to the first three problem areas listed above (investigations, case handling and victim contact). It is also our intention to solidify the more inclusive group of constituents on the DV Team as a means of broadening the level of community involvement in responding to the problem areas we have identified, particularly concerning youth-related issues.

The problems relating to adjudication/trial, sentencing, and enforcement have been and will continue to be addressed by a combination of the foregoing collaborative efforts (leading to better case presentations in court). We are struggling to retain the probation office's DVU, as well as the 4<sup>th</sup> attorney in the State's Attorney's DVU, since the lapse of the COPS grant. Continuation of the DV-PIP grant at this time is essential to our efforts at securing these other staff resources (a combination of county funding and the assistance of the Administrative Office of Illinois Courts).

#### **IV. GOALS AND OBJECTIVES**

With the recognition that the problems are the same, to a large extent, as they were at the beginning the program, the proposed goals and objectives are substantially the same as the goals and objectives set forth in the previous proposals and agreements. Thus, the general statement of the program's goal is to reduce or eliminate domestic violence through a coordinated response by law

enforcement, victim service providers, prosecutors, and the judiciary. Nevertheless, we have identified the need for the following:

1. the full implementation of a new Court protocol for handling domestic violence guilty pleas and sentencings, as well as sentencings after contested trials resulting in findings of guilt. This new protocol will provide for review hearing to be conducted during the term of a continuing order, for the purpose of monitoring compliance,
2. additional use of gathering evidence via tape-recorded interview at the scene of domestic violence cases,
3. develop a new protocol for tagging and retrieving 9-1-1 domestic violence calls so that prosecutors can review such calls for evidentiary value within 24 hours after the call, and
4. increase the number of DV prosecutor ride-alongs with police officers responding to domestic violence calls.

The objectives related to the achievement of the foregoing goals are as follows:

1. Continue the efforts of the Domestic Violence Multi-Disciplinary Team, formerly the combined law enforcement and prosecution protocol development work group, and to continue meeting on a twice-monthly basis.
2. To continue efforts to adapt and implement domestic violence protocols for the judiciary, prosecution, and law enforcement offices involved in the project.
3. To provide training on domestic violence and on the implementation of the various protocols to all involved agencies.
4. To maintain and improve the DV follow-up units in the McLean County Sheriff's Department, Normal Police Department, and the Bloomington Police Department.
5. Provide DV law enforcement follow-up services to all victims of domestic violence.
6. Reduce the number of victim/suspect unknown reports.
7. Inform 100% of domestic violence victims of their rights under the IDVA.
8. Provide resources and referrals to 100% of domestic violence victims.
9. Reduce the rate of nol-pros dispositions of misdemeanor domestic violence prosecutions to 25% in Year 5.
10. Reduce the rate of nol-pros dispositions in felony domestic violence prosecutions to 10% in Year 5.
11. Increase the rate of victim/attorney conferences prior to the day of trial in felony prosecution.
12. Maintain the rate of plenary orders of protection stemming from emergency orders of protection.
13. Continue to refine existing protocols to reflect sensitized regard for child victims' witnessing of violence.

14. Continue to refine existing protocols to reflect sensitized regard for the arrest and prosecution of women on domestic violence charges, with most particular regard to those women who are not the primary aggressors in the presenting cases or who, though criminally responsible in the presenting cases, are victims in the historical cycle of violence.
15. Increase the advocacy resources for the increasing number of women identified as being in need of such assistance, including a re-emergence of the medical advocacy.
16. Refine existing police and prosecution protocols to incorporate the process division of the Sheriff's Department and to establish better coordination of various offices, with particular effort to employ the EJS computer system, in order to secure a higher rate of subpoenas being served on DV victims and witnesses.
17. Continue to develop the e-mail facility for communication between and among the DV Team members and/or develop a web-based virtual private network for enhanced communications between and among DV Team members.
18. Continue to develop multi-disciplinary protocol provisions for responding to juvenile DV offenders.
19. Continue discussion of instituting DV Court
20. Continue discussion of more effective protocol for investigation of police-involved and correctional officer-involved incidences of domestic violence.
21. Adopt and implement a new Court protocol for handling domestic violence guilty pleas and sentencings, as well as sentencings after contested trials resulting in findings of guilt. This new protocol will provide for review hearing to be conducted during the term of a continuing order, for the purpose of monitoring compliance,
22. Increase the number of tape-recorded interviews at the scene of domestic violence cases,
23. Implement a new protocol for tagging and retrieving 9-1-1 domestic violence calls so that prosecutors can review such calls for evidentiary value within 24 hours after the call, and
24. increase the number of DV prosecutor ride-alongs with police officers responding to domestic violence calls.

The performance indicators associated with the foregoing goals and objectives are as follows:

1. Number of meetings held by the Domestic Violence Multi-Disciplinary Team.
2. Number and substance of protocol implementation issues addressed and resolved, including:
  - a. addressing and resolving protocol response to the problem of child victims' witnessing of domestic violence

- b. addressing and resolving protocol response to the problem of arresting and prosecuting women who are victims
- c. addressing and resolving protocol response to the problem of serving subpoenas on DV victims and witnesses
- 3. Number of training sessions held.
- 4. Level of DV follow-up teams' involvement in MDT process as indicated by attendance at MDT meetings.
- 5. Number of cases followed up by DV teams.
- 6. Percentage of cases nolleed in misdemeanor and felony categories.
- 7. Percentage of cases in which victim/prosecutor meet prior to the day of trial in misdemeanor and felony categories.
- 8. Percentage of cases where plenary orders are issued from cases involving emergency orders of protection.
- 9. Percentage of all DV defendants who are women, as well as the substance of the dispositions of such cases
- 10. Involvement of DV Team members in ongoing efforts of the McLean County Domestic Violence Task Force, particularly in relation to cultivating additional victim advocacy resources.
- 11. Number of DV assessments obtained by defendants prior to sentencing and the number and frequency of post sentencing review hearings.
- 12. The number of tape-recorded victim/witness interviews at the scenes of domestic violence cases,
- 13. The number of 9-1-1 domestic violence tapes available to prosecutors within 24 hours after the call, and
- 14. The number of DV prosecutor ride-alongs with police officers.

## V. PROGRAM STRATEGIES

The best characterization for program strategies might be "staying the course." The current efforts between governmental entities and service providers in McLean County demonstrate that there has been an active commitment to a collaborative "awareness to action" program strategy. The foundation for this strategy lies in the awareness that domestic violence is a crime and is to be treated as a crime by the various components of the justice system's response. The action, therefore, constitutes the "pro arrest" enforcement activities of the police and the "no drop" policy of the State's Attorney's Office, among numerous law enforcement and prosecutor policies now adopted and in force, to hold batterers accountable and to increase victim safety.

Implementing the adopted protocols through on-going intra- and inter-departmental communication and assessment will enable the coordinated effort of the McLean County domestic violence program to meet current identified needs/goals/objectives.



The Multi-Disciplinary Team (the DV Team), currently comprised of representatives from the three law enforcement agencies, victim advocates from Neville House, State's Attorney and assistant state's attorneys, the AVERT program, the 9-1-1 communications center, For Children's Sake (family counselors), Project OZ (crisis intervention services for children), DCFS (to continue work on DV victim-sensitive approaches to children's placement issues in juvenile abuse/neglect litigation), the juvenile detention center, Prairie State Legal Services, and juvenile probation officers will continue to meet bi-weekly to monitor implementation of the adopted protocols and to determine such modifications and/or recommended revisions to the adopted protocol as necessary. In furtherance of the project's goals and objectives, the Multi-Disciplinary Team shall sponsor training sessions to take place at least on quarterly basis 2002 program year, such trainings to minimally require participation by police officers, prosecutors, and victim advocates. These trainings may be conducted at roll call/shift change times and will address specific issues related to improving the performance of and implementation of law enforcement and prosecution protocols. The trainings will be developed and led by one or more assistant state's attorneys and one or more DV follow-up police officers, and one or more involved victim advocates.

The DV Team will work with the McLean County Domestic Violence Task Force as well as the Family Violence Coordinating Council, particularly to develop resources and evolving responses to identified problems.

#### VI. PERFORMANCE INDICATORS

See Section IV for performance indicators related to the achievement of each objective listed therein.

#### VII. IMPLEMENTATION SCHEDULE

TASK	DATE BEGUN	DATE COMPLETED	PERSONNEL RESPONSIBLE
DV Team meets on bi-weekly basis	Ongoing	Ongoing	DV Team
Adapt and Implement Protocols	Ongoing	Ongoing	DV Team
Training on DV protocols	Ongoing	Ongoing	SA, BPD, NPD, MCSD
Develop/refine child witnessing provisions of police and prosecution protocols	Ongoing	Ongoing	DV Team
Develop/refine provisions of police and prosecution protocols relating to DV investigations, arrests, and prosecutions of DV victims	Ongoing	Ongoing	DV Team
Develop/refine provisions of police and prosecutions protocols for coordinating with medical advocacy services	Ongoing	Ongoing	DV Team
Develop/refine police, prosecution, and Sheriff's process protocols to improve service of process	Ongoing	Ongoing	DV Team

Program Title: Domestic Violence Protocol Implementation  
 Agency: McLean County on behalf of the McLean County State's Attorney's  
 Office  
 Grant #: 600046

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

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act (FFY00)	\$71,650.00
	Subtotal:	\$71,650.00
<b>Match:</b>	County of McLean	\$23,883.00
	Subtotal:	\$23,883.00
<b>Program Income:</b>	None	
	Subtotal:	
<b>Over-Match:</b>	None	
	Subtotal:	
	<b>GRAND TOTAL</b>	<b>\$95,533.00</b>







Exhibit B - Budget

Program Title: Domestic Violence Protocol Implementation  
Agency: McLean County on Behalf of the McLean County State's Attorney's Office  
Grant #: 600046

Level	Description	Federal Amount	Match Contribution	Total Cost
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

• Out-of-state travel requires prior Authority approval

TOTAL TRAVEL COST \$ . \$ . \$







Agency:McLean County on Behalf of the McLean County State's Attorney's Office  
 Grant #:600046

	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 71,650.00	\$ 23,883.00	\$ 95,533.00
EQUIPMENT	\$ -	\$ -	\$ -
IMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
INTRACTUAL	\$ -	\$ -	\$ -
OTHER COSTS	\$ -	\$ -	\$ -
<b>TOTAL COST</b>	<b>\$ 71,650.00</b>	<b>\$ 23,883.00</b>	<b>\$ 95,533.00</b>

**PROGRAM TITLE: DOMESTIC VIOLENCE PROTOCOL IMPLEMENTATION  
AGENCY: MCLEAN COUNTY ON BEHALF OF THE MCLEAN COUNTY  
STATE'S ATTORNEY'S OFFICE  
GRANT #: 600046  
EXHIBIT B: BUDGET NARRATIVE**

**PERSONNEL:**

The personnel line item allots for one (1) full-time Assistant State's Attorney (currently John Prior) at \$68,369.00 (comprised of salary in the amount of \$59,044.00 and benefits in the amount of \$9,325) and one (1) full-time Office Support Specialist I (Tina Sampson) at \$26,479.00 (comprised of salary in the amount of \$21,609 and benefits in the amount of \$4,870). A total of \$71,650 will come from federal dollars. Overtime will also be a part of the personnel budget (see Match section).

It should be noted that salaries are figured as two months at the FY01 rate of pay and ten months at the FY02 rate of pay for each staff listed.

**Assistant State's Attorney breakout:**

**Base Salary: \$59,044**  
**Fringe: \$ 9,325**  
\$2,300 medical insurance  
\$4,517 FICA (7.65%)  
\$ 430 IMRF (4.49% in FY01)  
\$2,078 IMRF (4.20% in FY02)  
**Total Cost: \$68,369.00**

**Office Support Specialist I breakout:**

**Base Salary: \$21,609**  
**Fringe: \$ 4,870**  
\$2,300 medical insurance  
\$1,653 FICA (7.65%)  
\$ 157 IMRF (4.49% in FY01)  
\$ 760 IMRF (4.20% in FY02)  
**Total Cost: \$26,479.00**

**MATCH:**

The State's Attorney's Office will provide match through the following:

1. \$23,198 in employee salary and benefits expenses not covered by the federal share of the grant budget.

2. \$685 in-kind match based upon overtime hours expended by assistant state's attorneys (in excess of grant-supported hours). Time records will be supplied disclosing on a daily basis the number of hours expended on behalf of grant-supported activity. In-kind match will be computed on the basis of time expended in excess of 7.5 hours per day on grant-related activity. Thus, based upon last year's records, it is anticipated that attorneys will spend considerable overtime (i.e. hours in excess of their regular 37.50 hour work week) devoted to regular multi-disciplinary team meetings, at mini trainings during roll calls and at other times at police departments, and at other training opportunities that may arise throughout the year.

**TOTAL MATCH DOLLARS: \$23,883**

**Total amount of the request for the State's Attorney's component is:**

<b>Federal:</b>	<b>\$71,650.00</b>
<b>Match:</b>	<b>\$23,883.00</b>
<b>Total:</b>	<b>\$95,533.00</b>

## INITIAL CASH REQUEST FORM INSTRUCTIONS

1. Enter name and agreement number on the lines provided.
2. Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases which will take place immediately and personnel costs for the first two months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant. Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. ICJIA/FSGU reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.
3. Obtain signature of authorized official and return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Initial Cash Request

On behalf of the McLean County State's Attorney's Office/Domestic Violence Protocol  
Implementation Grant

I am requesting an initial cash request of \$13,085.00 as permitted in Interagency Agreement #800046

\_\_\_\_\_  
Name

McLean County Board Chairman

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*Instructions for completion on reverse side

\_\_\_\_\_  
*For Authority Use Only*

Cash Advance

\_\_\_\_\_

Approved By

\_\_\_\_\_

Date

\_\_\_\_\_

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Charles G. Reynard, McLean County State's Attorney  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

*Charles G. Reynard* \_\_\_\_\_ 10-27-01  
 Signature Date

County of McLean on behalf of the Office of the State's Attorney  
 \_\_\_\_\_  
 Name of Organization

104 West Front Street, Room 605  
 \_\_\_\_\_  
 Address of Organization

Bloomington, Illinois 61702-2400  
 \_\_\_\_\_

## FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of the Anti-Drug Abuse Act (ADAA), Victims of Crime Act (VOCA), and Violence Against Women Act (VAWA). This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your at monitor (312) 793-8550.

Implementing Agency: County of McLean on behalf of the Office of the State's Attorney

Implementing Agency's FEIN #: 37-6001569 Agreement #: 600046

Program Agency: McLean County State's Attorney's Office

Program Title: Domestic Violence Protocol Implementation

1. Who will be responsible for preparing and submitting monthly fiscal reports?

Name: Charles G. Reynard

Title: McLean County State's Attorney

Agency: McLean County State's Attorney's Office

Address: 104 West Front Street, Room 605, Bloomington, IL 61701

Phone: 309-888-5402 Fax: 309-888-5429

2. Who will be responsible for preparing and submitting monthly data/progress reports?

Name: Charles G. Reynard

Title: State's Attorney

Agency: McLean County State's Attorney's Office

Address: 104 West Front Street, Room 605, Bloomington, IL 61701

Phone: 309-888-5402 Fax: 309-888-5429



# Contact Form

**Agency:** McLean County State's Attorney's Office  
**Address:** 104 West Front Street, Room 605  
 P O Box 2400  
 Bloomington Illinois 61702-2400  
 City State Zip

Grant ID	Member	Contact	Phone/Fax	Type	Level
600046	Reichardt	Charles G. Reynard Cindy Outlaw	309/888-5402 / 309/888-5429	AO/FC FC	1 2

**Type: PC - Personal Contact; PB - Policy Board; FC - Fiscal Contact; AO - Authorizing**  
**Level: 1 - Primary; 2 - Secondary**



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

130 South Riverside Plaza • Suite 1010 • Chicago, Illinois 60606 • (312) 793-8550

Questionnaire for Grantees of the Violence Against Women Act (VAWA) Grant Program

This questionnaire seeks information required by the Department of Justice, Office of Justice Programs, of all grantees of the VAWA Grant Program. Please answer each of the 12 items completely, and return in the enclosed envelope along with your signed agreement.

Your assistance in supplying us this required information is sincerely appreciated. If any of the following questions seem unclear, or you have general questions, please contact your grant specialist.

1) Please enter the name of your agency here:

McLean County State's Attorney's Office  
(Domestic Violence Protocol Implementation Program)

2) Supplemental Funding: Please list below all supplemental funding for this project other than the VAWA funds and the matching funds. A project is the specific goals and activities to be accomplished with VAWA funds. The funds listed below are funds which have not been reported previously. When reporting funds that will support the project for multiple years or for time periods beyond this reporting period, please either: (1) report the entire amount of the supplemental funds with the effective and end dates or; (2) prorate the amount of supplemental funds to fit this reporting period. Thus, for each supplemental funding source listed below, please provide both the amount and the time period of other VAWA funds which support this project.

	Funding Amount	Effective Date	End Date
<b>Federal Funds:</b>			
Other VAWA funds, such as rural or arrest policies:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
VOCA funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
FVPSA funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
Other Department of Justice funds, such as COPS, etc.:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
PHHSBG sexual assault funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
Other federal funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
<b>Non-federal funds:</b>			
State funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
Local government funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
Private funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>
Other funds:	\$ <u>0</u>	<u>   </u> / <u>   </u> / <u>   </u>	<u>   </u> / <u>   </u> / <u>   </u>

Fax: (312) 793-8423 • TDD: (312) 793-4178 • <http://www.icjia.state.il.us>

3) Which type of crime(s) does the project focus on? Please check all that apply. If the project has multiple focuses, please indicate the approximate percent of effort committed to each type of crime checked.

- Domestic Violence: 100 %
- Stalking: \_\_\_\_\_ %
- Sexual Assault: \_\_\_\_\_ %

4) Project's Purpose Area(s): Please check all that apply. If the project has multiple purpose areas, please indicate the approximate percent of effort committed to each purpose area checked.

- Training: \_\_\_\_\_ %
- Special unit: 75 %
- Policies, protocols, orders and services: 25 %
- Data/communications systems: \_\_\_\_\_ %
- Victim Services: \_\_\_\_\_ %
- Stalking: \_\_\_\_\_ %
- Other: \_\_\_\_\_ %

5) Who is directly attending, using, or receiving project services or activities? Please check all that apply.

- Law Enforcement
- Prosecution
- Court Personnel (judges, magistrates, clerks, etc.)
- Probation, Parole, and other Corrections
- Victims
- Offenders (e.g., batterer intervention programs)
- Children or Youth (e.g., children of battered women residing in a shelter)
- The General Public (e.g., public education or awareness designed to enhance services to women)
- Private Non-Profit Victim Service Providers
- Public Sector Victim Service Providers
- Health Care Providers
- Other Service Providers (e.g., mental health, housing, social services providers, child protection, etc.)
- Other: \_\_\_\_\_

- 6) What type(s) of victim services are provided by the project? Please check all that apply. If no victim services are provided by the project, please check the first option.
- No victim services are provided.
  - Direct services for victims designed to meet personal needs through counseling, therapy, safety planning, shelter, education/awareness, etc.
  - Individual case advocacy for specific victims focused on helping them through the criminal and civil justice systems or other systems such as financial aid, housing, employment, health care, etc.
  - Systems change advocacy (not related to individual victims) focused on promoting changes in justice and other systems to benefit all victims in general
  - Other: \_\_\_\_\_
- 7) Expanding Agency Capacity: How does the project expand an agency's capacity to meet its goals? Please check all that apply. If no such activities are provided, please check the first option.
- No activities provided to expand agency capacity
  - Increase staffing
  - Purchase equipment or supplies
  - Develop resource materials (e.g., notice of victims' rights or services, officers' or prosecutors' handbook, benchbook, materials translated into another language, etc.)
  - Offer new services or improve existing services
  - Enhance staff skills
  - Other: \_\_\_\_\_
- 8) Enhancing System-Wide Capacity in the Community or State: How does the project enhance the capacity of several agencies across a community, region, territory, or state? Please check all that apply. If no such activities are provided, please check the first option.
- No activities provided to enhance system-wide capacity
  - Needs or resource assessment/planning
  - Provide technical assistance to other agencies
  - Enhance coordination/communication on a larger community or system-wide basis within disciplines (e.g., a project to establish a statewide coalition of sexual assault victim service providers)
  - Enhance coordination/communication on a larger community or system-wide basis across disciplines (e.g., a project to support a multidisciplinary coordinated community response in a city or county)
  - Evaluate VAWA grant activities
  - Other: \_\_\_\_\_

9) Please indicate which populations are considered underserved in the city, county, region, tribal area, or other area to be served by this project. Please check all that apply. Underserved populations include, but are not limited to, populations underserved because of geographic location (such as rural isolation), minority racial and ethnic populations which have been historically underserved, and populations underserved because of special needs such as language barriers or physical or mental challenges.

There are no underserved populations in this geographic area. (If this is checked, you may skip to item 12.)

A. Geographic Location:

- Rural area
- Underserved urban area
- Other: \_\_\_\_\_

C. Non-English Speaking:

- Spanish speaking
- Speakers of an Asian language
- Other language: \_\_\_\_\_

B. Racial/Ethnic Population:

- African-American
- Asian-American
- Pacific Islander
- Hispanic
- Native American
- Other: \_\_\_\_\_

D. Special Needs:

- Mentally/emotionally challenged women
- Physically/medically challenged women
- Older women
- Migrant farm workers
- Lesbians
- Immigrants
- Women at risk (e.g., incarcerated, prostitutes, substance abusers, etc.)
- Other: \_\_\_\_\_

10) Will this project emphasize - make specific efforts to reach or serve - an underserved population?

NO (If this is checked, you may skip to item 12.)

YES, the project will emphasize the following underserved population classifications: (Please check all that apply.)

A. Geographic Location:

- Rural area
- Underserved urban area
- Other: \_\_\_\_\_

C. Non-English Speaking:

- Spanish speaking
- Speakers of an Asian language
- Other language: \_\_\_\_\_

B. Racial/Ethnic Population:

- African-American
- Asian-American
- Pacific Islander
- Hispanic
- Native American
- Other: \_\_\_\_\_

D. Special Needs:

- Mentally/emotionally challenged women
- Physically/medically challenged women
- Older women
- Migrant farm workers
- Lesbians
- Immigrants
- Women at risk (e.g., incarcerated, prostitutes, substance abusers, etc.)
- Other: \_\_\_\_\_

11) Which of the following methods will be used to reach or serve underserved populations? Please check all that apply.

- Members of the population will be hired or used as staff or volunteers.
- Staff or volunteers who speak the population's language will be hired or used.
- Materials in the appropriate language (including Braille and TTY services) will be provided to members of the population.
- Special outreach efforts will be made to reach members of the population, such as opening satellite offices.
- Staff or volunteers will receive training to increase cultural competence, such as training in norms and values of the relevant population.
- Special services tailored to their unique needs and appropriate to their culture will be provided to members of the population.
- The grantee agency or its affiliates will build partnerships with other agencies that serve or represent the population.
- The grantee agency or its affiliate is an agency that serves or represents the population.
- Other: \_\_\_\_\_

12) Full Faith and Credit Issues - Please indicate whether this project addresses intrastate or interstate enforcement of protection orders (or both, or neither). Projects might address full faith and credit issues through training, policy development, data systems, victims services, etc.

Does this project address intrastate enforcement of protection orders - enforcement across the localities within a state?

- YES
- NO

Does this project address interstate enforcement of protection orders - enforcement across the localities of different states?

- YES
- NO

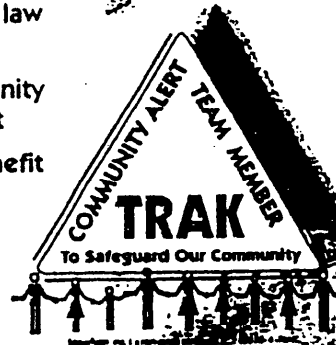
Members Sommer/Berglund moved the County Board approve a Request for Approval of Domestic Violence Protocol Grant Agreement - State's Attorney's Office. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

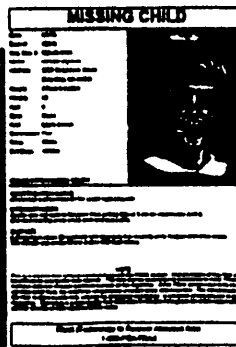
# TRAK

TM

- ✓ Maximizes the chance of safe recovery of an abducted child
- ✓ Provides needed technology to law enforcement
- ✓ Creates an active, aware community to partner with law enforcement
- ✓ Provides many daily uses to benefit all citizens



*An innovative, community-based program to combat child victimization and build a safer environment for all citizens.*

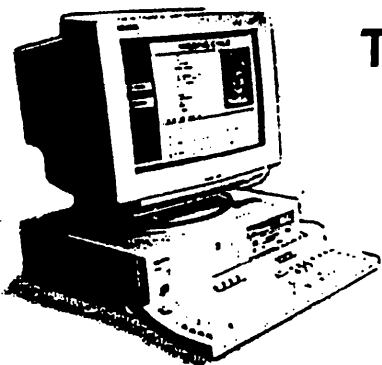


# WHAT IS TRAK?

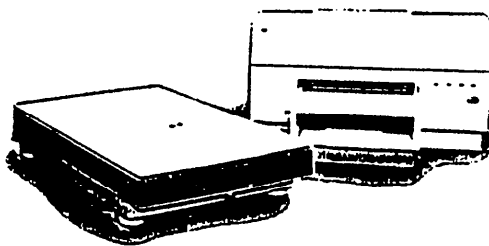
TRAK (Technology to Recover Abducted Kids) is a community-based program that accomplishes two crucial tasks:

- ✓ Equips law enforcement with technology needed to quickly create and electronically distribute color flyers, the most effective response to a missing or abducted child. In so doing, TRAK equips law enforcement with a powerful weapon to use every day in the fight against all crimes and in response to emergency situations.
- ✓ Acts as a catalyst to build more effective teamwork between law enforcement and the community. Consistent and timely sharing of information is fast, affordable, and easy. Citizens, schools, and businesses become active, alert, and fully prepared parts of the team safeguarding the community.

SocialTech, a nonprofit organization, developed the TRAK Program, built an impressive team to make it a reality, wrote the custom software, and is helping communities across the nation implement the program. TRAK integrates the public and private sectors in a collective effort, making a previously unattainable solution possible.



## THE TRAK COMPUTER SYSTEM



The TRAK system consists of state-of-the-art Hewlett-Packard components, including a scanner, color printer, and Pentium PC. It includes a modem and CD ROM drive. To maximize reliability, components are 100% compatible, and each system is compatible with other TRAK systems. All TRAK components are color calibrated for ideal image quality.

## WHEN A CHILD IS ABDUCTED ...

...the first 2-4 hours offer the best chance for a safe recovery. It's essential to immediately activate the entire region to get ahead of and surround the abductor. The most effective weapon in the recovery effort is a widely distributed, high quality picture of the victim. Today, it can take many hours or days to implement a regional response that incorporates all law enforcement, the community-at-large, and the media. As a result, many innocent lives are lost.

Using TRAK, it takes only *minutes* to create and print a flyer with the child's photo and case information. The flyer is electronically distributed to any number of other TRAK systems and fax machines. Using AT&T's fax broadcast network, all flyers are delivered *simultaneously*. TRAK makes it possible to activate, in minutes, everyone able to help in any way:

- ✓ All law enforcement jurisdictions, including police departments, sheriffs offices, and the FBI
- ✓ Transportation terminals, toll booths, and border stations
- ✓ Community Alert Teams, the media, and volunteer groups

The abductor will have no place to go and no place to hide because every possible resource will be alert, aware, and looking for the child. TRAK provides the best possible response and the greatest likelihood of safe recovery.



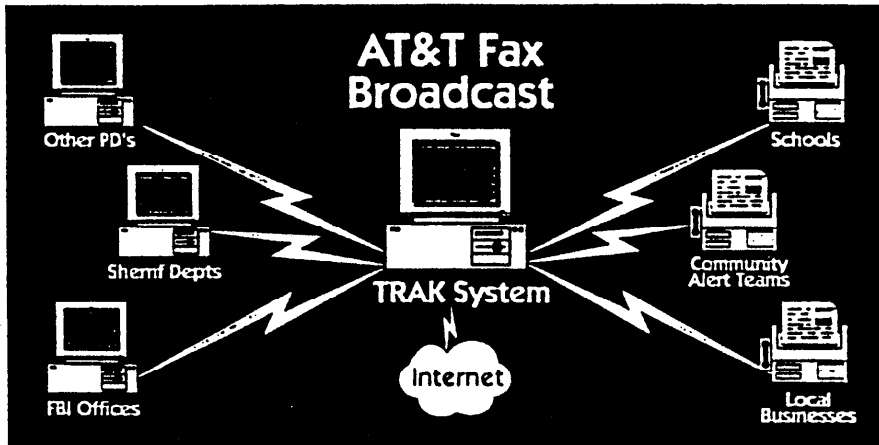
# THE TRAK SOFTWARE

TRAK software has been developed in close cooperation with law enforcement. Any officer, even without technical experience, can use the system with minimal training. TRAK quickly and easily creates informational flyers using any type of photo or image. Electronic distribution of flyers allows police to communicate with and immediately activate other police agencies, citizens, schools, and businesses when needed. A second application enables officers to create photo lineups for witness identification at a fraction of the cost and time currently required by many agencies.

## 4 Easy Steps to Create a Flyer

1. **Scan** Any photo or image, or select any portion of a photo; the image is automatically enhanced
2. **Type** Descriptive text about the person and the crime.
3. **Print** High quality color flyers with the push of a button.
4. **Transmit** To other TRAK systems and fax machines; flyers are delivered simultaneously within minutes.

## THE POWER OF ELECTRONIC DISTRIBUTION



TRAK's communication capabilities, using AT&T's network, provide key benefits to police agencies:

- ✓ **Immediate Delivery.** TRAK delivers flyers to selected destinations *simultaneously within minutes*. Officers no longer have to drive time-critical information to other sites. Any flyer containing a photo—a Missing Child flyer, Escaped Convict notice, or Community Alert bulletin—can be immediately delivered.
- ✓ **Widespread distribution.** Any number of TRAK systems and fax machines can simultaneously receive flyers with photos or other images. All police agencies, Sheriff's offices, the FBI, and other jurisdictions can instantly be activated along with fax machines at businesses, homes, and schools.
- ✓ **Quality Images:** Agencies with TRAK systems print full color flyers for their officers, far more effective than descriptive text or black and white images. Fax machines receive high quality, enhanced black and white images.
- ✓ **Local Control:** The agency retains control of who receives information and when. Recipients are selected by the officer and each agency conveniently sets up its own pre-defined groups of destinations.

# "ON TRAK" FOR A SAFER COMMUNITY

TRAK makes it possible to immediately link the resources of citizens, schools, volunteer groups, the business community, and law enforcement in a collective effort, serving as a catalyst for greater community involvement and self-reliance. TRAK strengthens existing relationships within communities, enabling a proactive effort to combat child safety and crime issues at the local level. There are important benefits to this stronger local partnership.

- ✓ An active and involved community is the best deterrent to crime.
- ✓ Providing important ways to get involved reduces the sense of fear and victimization many citizens feel.
- ✓ TRAK links community to community when an effective regional response is needed.

TRAK provides positive ways for the community to participate as part of the team protecting children and safeguarding all citizens.

**Funding:** If the police budget is tight, the community can provide funds for the TRAK system. Funding can come from individuals, businesses, foundations, or community fundraising efforts.

**PhotoCards:** Citizen volunteers and schools, with school photograph programs and members of the Professional Photographers of America, make sure that every child has a high quality photo provided each year at no charge.

**Community Alert Teams:** Businesses, schools, and citizens, in conjunction with the police agency, can form Community Alert Teams to maximize preparedness, teamwork, and awareness.



## WORKING FOR ALL CITIZENS

In addition to providing the best chance of safe recovery for a missing or abducted child, TRAK enables law enforcement to activate and inform the community about many other crime situations and utilize the eyes and ears of all citizens in the effort to build safer communities. A few examples of TRAK in action include:

- ✓ "Megan's Law" bulletins are distributed to notify citizens of sex offenders or violent felons.
- ✓ Schools are immediately alerted about a suspicious person or car, or about gang activity.
- ✓ Bulletins about an Escaped Prisoner, Wanted Person, or Scam Artist are sent to merchants to post in public view.
- ✓ Public Safety bulletins regarding a flood or chemical spill are sent to those in the area.

There are an unlimited number of valuable ways to use TRAK every day to benefit all citizens. Agencies using TRAK consistently find new ways to capitalize on its unique capabilities.

# TRAK: THE MISSING LINK

TRAK is the vital missing link in the effort to safeguard children. In this most rigorous case, when a life is in jeopardy and every minute counts, each community must be prepared to respond effectively. No other program exists to equip police agencies with the technology needed to mount an immediate response and to coordinate the efforts of all law enforcement, citizens, businesses, and the media. TRAK impacts the recovery of children in 3 crucial ways:

## RECOVERY FACTOR

Time  
Distribution  
Quality

## WITH TRAK

Minutes  
Unlimited, simultaneous  
delivery  
High quality color,  
enhanced for fax

## WITHOUT TRAK

Many hours or days  
Hand delivery, manual fax  
mail  
B&W copies,  
often unrecognizable faxes

With TRAK, any officer can respond effectively at any time of the day or night. The distribution of high quality, recognizable images is unlimited and simultaneous. In the crucial early minutes, all other jurisdictions, businesses, citizens, and the media can be alerted to help in the recovery effort. Frequently it is uncertain what happened to a child that is missing and police agencies must decide what resources to apply to the case. TRAK allows the police agency, in every circumstance, to mount an early, effective and appropriate response rather than wait for more information.

In recognition of TRAK's unique capabilities, the FBI, local police agencies, and the National Center for Missing & Exploited Children are providing unqualified support. Hewlett Packard and AT&T are TRAK's technical partners, with additional support provided by Adobe Systems, Samsung, and the Professional Photographers of America.

## SOME COMMON MISCONCEPTIONS

### #1. The police already have these capabilities.

We assume that the technology we use in our homes and workplaces is common for those who safeguard our children and our communities.

But police agencies uniformly lack the technology to do what TRAK does. Copiers and fax machines are not able to reproduce recognizable images and manual distribution is too slow to make a difference. With no standard platform of technology across the thousands of independent jurisdictions, coordinated responses involving multiple agencies are difficult.

### #2. The internet is the solution.

The internet is part of the solution, but is not the complete answer. The internet is passive, requiring someone with access to substantial technology to "dig out" the desired information.

TRAK allows the police agency, if desired, to post a flyer on the internet. More importantly, TRAK provides high quality images with rapid, forced delivery to other TRAK systems and fax machines, ensuring maximum visibility in the shortest time.

### #3. Government will provide the solution.

Law enforcement is fragmented into thousands of independent jurisdictions, making a common, publicly funded solution impossible. Monetary resources are scarce at all levels and police agencies have too many pressing needs for these resources.

Private funding of TRAK makes a single solution across all jurisdictions possible. TRAK provides each community an affordable way to safeguard their children. In so doing, each community builds self-reliance, preparedness, and deterrence.

### #4. Other organizations do the same thing.

Many programs exist to combat child victimization, and virtually all recognize that preparedness, a fast response and quick distribution of flyers provides the greatest chance of recovery.

However, only TRAK equips those best able to recover a child—police agencies in partnership with their communities—with the ability to deliver this response. TRAK also provides immense impact at the local level beyond the issue of abducted children.

Members Sommer/Bostic moved the County Board approve a Request for Approval of the T.R.A.K. System Grant - Sheriff's Department. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

## CONTRACT

This Contract, entered into this 1st day of January, 2002, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Patrick J. O'Rourke, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Patrick J. O'Rourke is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Patrick J. O'Rourke shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving fourteen (14) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Patrick J. O'Rourke  
RR 1  
Heyworth, IL 61745

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Patrick J. O'Rourke  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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



## CONTRACT

This Contract, entered into this 1st day of January, 2002, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Paul G. Lawrence, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Paul G. Lawrence is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Paul G. Lawrence shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Paul G. Lawrence  
306 East Grove Street  
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the  
day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Paul G. Lawrence  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2002, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright Jr., is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. John L. Wright Jr., shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.



Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Room 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

John L. Wright, Jr.  
2406 East Washington  
Bloomington, IL 61704

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the date \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
John L. Wright, Jr.  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2002 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,083.33 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 300 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. The Special Public Defender shall receive 2,083.33 for each month of the calendar year.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2002, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 300 hours has been expended, then the contract shall cease except for any payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Alan J. Novick  
237 East Front Street  
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Alan J. Novick  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 5th day of November, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,115.26 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle one-third of the Juvenile cases in court formerly assigned to Attorney Kelly Cavanaugh by the Public Defender and to devote whatever preparation time necessary to those cases. The Special Public Defender shall receive 1,115.26 for each month he fulfills these responsibilities.



2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on November 5, 2001, and continue on a month-to-month basis until terminated by either party pursuant to the provisions of paragraph 10 of this agreement.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving thirty (30) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving thirty (30) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Alan J. Novick  
237 East Front Street  
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the  
\_\_\_\_ day of November, 2001.

APPROVED:

\_\_\_\_\_  
Alan J. Novick  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2002, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Mark Messman, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Mark Messman is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Mark Messman shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of nine (9) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1<sup>st</sup>, 2002, and terminate on December 31<sup>st</sup>, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Room 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mark Messman  
Bloomington, IL

12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
14. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
15. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and



IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mark Messman  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 5th day of November, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Adele Saaf, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services:

NOW, THEREFORE:

1. Adele Saaf is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,233.87 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle two-third of the Juvenile cases in court formerly assigned to Attorney Kelly Cavanaugh by the Public Defender and to devote whatever preparation time necessary to those cases. The Special Public Defender shall receive \$2,233.87 for each month he fulfills these responsibilities.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on November 5, 2001, and continue on a month-to-month basis until terminated by either party pursuant to the provisions of paragraph 10 of this agreement.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving thirty (30) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving thirty (30) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Adele Saaf  
121 North Main  
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the  
\_\_\_\_ day of November, 2001.

APPROVED:

\_\_\_\_\_  
Adele Saaf  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

Members Sommer/Bass moved the County Board approve a Request for Approval of Contracts for Special Public Defender with Patrick J. O'Rourke, Attorney at Law; Paul G. Lawrence, Attorney at Law; John L. Wright, Attorney at Law; Alan J. Novick, Attorney at Law; Alan J. Novick, Attorney at Law; Mark Messman, Attorney at Law; and Adele Saaf, Attorney at Law - Public Defender's Office. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the General Report is located on pages 478-502.

**TRANSPORTATION COMMITTEE:**

Member Bass, Chairman, reported there were no items for action. He stated that Route 9 to Ireland Grove is now open to four lanes and from Ireland Grove to 150 is two lanes.

FINANCE COMMITTEE:  
Member Sorensen, Chairman, presented the following:

COPY

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES TO  
THE COUNTY OF MCLEAN, ILLINOIS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2001, and effective immediately by and between MAXIMUS, Inc. (hereinafter called the "Consultant") and the County of McLean, Illinois (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, the County is interested in determining the cost of County Clerk fee services whose prices may be based on a cost study, as permitted by 55 ILCS 5/4-4001, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. Scope of Services. The scope of services is a study of the cost of fee services provided by the County Clerk's Office that are subject to adjustment by ordinance per 55 ILCS 5/4-4001. Consultant's services include up to 16 hours of service after delivery of a draft report, which may be used for further research, editing, meetings or presentations.
3. Time of Performance. Time is of the essence in this agreement and services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. Work shall commence within two weeks of Consultant being notified to proceed. A final report shall be submitted to the County six weeks after commencement of work, unless the time for performance is extended at the request of County.
4. Compensation. Compensation shall be a fixed fee of \$9,950 for the scope of services described in paragraph 2.
5. Method of Payment. The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice one fourth of the fixed fee compensation amount upon commencement of on-site work and the balance upon delivery of the final report.

6. **Changes.** The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by County.** The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and the County Clerk shall be the liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the cost study.

8. **Rights to Terminate Contract.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access, subject to reasonable prior notice, to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain working papers and other documentation of findings for a period of five years after delivery of the final report.

11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.



13. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **County not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. **Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. **Independent Contractor.** Consultant is and shall be an independent Contractor for all purposes, solely responsible for the results to be obtained and not subject to the control and supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to inspect the Consultant's work and service during the performance of this agreement to ensure that this agreement is performed according to its terms. The Consultant is obligated to furnish, at its own expense, all necessary labor, tools, supplies, and materials.

19. **Consultant Certification.** The Consultant certifies that neither the Consultant nor its officers, agents, employees and assigns have been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct that is a matter of record.

20. **Indemnification.** Consultant shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage,

loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean. The indemnity provided for herein shall not extend to protection of claims which result from the County Board's action except to the extent that County action is based on errors or omissions by the Consultant.

21. **Insurance.** Consultant shall, during the entire term hereof, procure and maintain the following insurance in a form acceptable to the County:

- (a) Comprehensive General Liability Insurance (Bodily Injury and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures Consultant's obligations under this agreement); all with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.
- (b) Automobile Liability Insurance covering all owned, leased, hired and non-hired automobiles with limits of no less than \$1,000,000 per accident.
- (c) Worker's Compensation Insurance in accordance with Illinois law.
- (d) Consultant's Errors and Omissions Insurance with limits no less than \$1,000,000 per occurrence.

22. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Peggy Ann Milton  
County Clerk  
McLean County  
104 West Front Street, Room 704  
Bloomington, Illinois 61702

Bruce Cowans  
Vice President  
MAXIMUS, Inc.  
60 Revere Drive - Suite 200  
Northbrook, Illinois 60062

23. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.


IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

COUNTY OF MCLEAN, ILLINOIS

By:   
Chairman, McLean County Board

ATTEST   
Clerk of the County Board  
of McLean County, Illinois

MAXIMUS, Inc., a Virginia Corporation

By:   
Bruce Cowans, Vice President

Members Sorensen/Renner moved the County Board approve a Request for Approval to Enter Into a Contract Agreement with Maximus, Inc. for a Fee Study for the County Clerk's Office - County Clerk's Office. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

W:MAXIMUS Cost Study Consulting Agreement

Member Sorensen, Chairman, presented the following:

*When Relationships Count*

**MCLEAN COUNTY, ILLINOIS**

**DOLLAR COST BID FOR PROPOSAL FOR AUDIT SERVICES**

**October 26, 2001**

**Proposal Submitted By:**

**Clifton Gunderson LLP**

**Contact Person:**

**Helen G. Barrick, Partner  
Clifton Gunderson LLP  
301 S.W. Adams, Suite 900  
P. O. Box 1835  
Peoria, Illinois 61656-1835**

**(309) 671-1843**

**(309) 671-4508 (Fax)**

**email: [helenbarrick@cliftoncpa.com](mailto:helenbarrick@cliftoncpa.com)**

 **Clifton  
Gunderson LLP**

APPENDIX E-1

ALL-INCLUSIVE MAXIMUM PRICE

FOR THE AUDIT OF THE 2001 FINANCIAL STATEMENTS

Professional Services: \$ 56,500

Other Costs: 1,000

Total All-Inclusive Maximum Price: \$ 57,500

I hereby certify that I am entitled to represent the firm, empowered to submit the foregoing proposal, and authorized to sign a contract with the County.

Signature of Official: 

Name (typed): Helen G. Barrick

Title: Partner

Firm: Clifton Gunderson LLP

Date: October 26, 2001

APPENDIX E-2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2001 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	<u>60</u>	<u>175</u>	<u>100</u>	\$ <u>6,000</u>
Managers	<u>140</u>	<u>125</u>	<u>75</u>	<u>10,500</u>
Supervisory staff	<u>400</u>	<u>90</u>	<u>50</u>	<u>20,000</u>
Staff	<u>500</u>	<u>75</u>	<u>40</u>	<u>20,000</u>
Other (specify): _____	_____	_____	_____	_____
Subtotal				<u>\$ 56,500</u>
Total for services Described in Section II E of the RFP (Detail on subsequent pages)				_____
Out-of-pocket expenses:				<u>1,000</u>
Other (specify): _____				_____
Total all-inclusive maximum price for 2001 audit				<u>\$ 57,500</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

McLean County, Illinois  
 Schedule of Professional Fees and Expenses  
 For the Audit of 2001 Financial Statements

	Total			General Purpose Financial Statements			Circuit Clerk Audit		
	Hours	Standard Hourly Rates	Quoted Hourly Rates Total	Hours	Standard Hourly Rates	Quoted Hourly Rates Total	Hours	Standard Hourly Rates	Quoted Hourly Rates Total
Partners	60	\$ 175	\$ 100 \$ 6,000	55	\$ 175	\$ 100 \$ 5,500	5	\$ 175	\$ 100 \$ 500
Managers	140	\$ 125	\$ 75 10,500	125	\$ 125	\$ 75 9,375	15	\$ 125	\$ 75 1,125
Supervisory Staff	400	\$ 80	\$ 50 20,000	380	\$ 80	\$ 50 19,000	20	\$ 80	\$ 50 1,000
Staff	500	\$ 75	\$ 40 20,000	475	\$ 75	\$ 40 19,000	25	\$ 75	\$ 40 1,000
Other (specify)	-			-			-		
	<u>1,100</u>		<u>58,500</u>	<u>1,035</u>		<u>52,875</u>	<u>65</u>		<u>3,625</u>
Out-of-pocket expenses			1,000			1,000			
Other (specify)									
Total all-inclusive maximum price for 2001 audit			<u>\$ 57,500</u>			<u>\$ 53,875</u>			<u>\$ 3,625</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or a gross deduction from the total all-inclusive maximum price

APPENDIX E-3

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2002 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	<u>60</u>	<u>175</u>	<u>100</u>	\$ <u>6,000</u>
Managers	<u>140</u>	<u>130</u>	<u>80</u>	<u>11,200</u>
Supervisory staff	<u>400</u>	<u>95</u>	<u>52</u>	<u>20,800</u>
Staff	<u>500</u>	<u>80</u>	<u>41</u>	<u>20,500</u>
Other (specify): _____				
Subtotal				<u>\$ 58,500</u>
Total for services Described in Section II E of the RFP (Detail on subsequent pages)				
GASB 34 Assistance - 50 Hours				<u>4,400</u>
Out-of-pocket expenses:				<u>1,000</u>
Other (specify): _____				
Total all-inclusive maximum price for 2002 audit				<u>\$ 63,900</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.



McLean County, Illinois  
 Schedule of Professional Fees and Expenses  
 For the Audit of 2002 Financial Statements

	Total			General Purpose Financial Statements (1)			Circuit Clerk Audit		
	Hours	Standard Hourly Rates*	Quoted Hourly Rates	Hours	Standard Hourly Rates*	Quoted Hourly Rates	Hours	Standard Hourly Rates*	Quoted Hourly Rates
Partners	80	\$ 175	\$ 8,000	75	\$ 175	\$ 100	5	\$ 175	\$ 100
Managers	170	\$ 130	\$ 13,600	155	\$ 130	\$ 80	15	\$ 130	\$ 80
Supervisory Staff	400	\$ 95	\$ 20,800	380	\$ 95	\$ 52	20	\$ 95	\$ 52
Staff	500	\$ 80	\$ 20,500	475	\$ 80	\$ 41	25	\$ 80	\$ 41
Other (specify)	-		-	-		-	-		-
	<u>1,150</u>		<u>62,900</u>	<u>1,085</u>		<u>59,135</u>	<u>65</u>		<u>3,765</u>
Out-of-pocket expenses			1,000			1,000			
Other (specify)			-			-			-
Total all-inclusive maximum price for 2002 audit			<u>\$ 63,900</u>			<u>\$ 60,135</u>			<u>\$ 3,765</u>

Note. The rate quoted should not be presented as a general percentage of the standard hourly rate or a gross deduction from the total all-inclusive maximum price

\*--Estimated

(1)—Includes 50 hours for GASB 34 implementation assistance. 20 hours for Partner, 30 hours for Manager. (Extended cost amounts to \$4,400)

APPENDIX E-4

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2003 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	<u>135</u>	<u>180</u>	<u>105</u>	<u>\$ 14,175</u>
Managers	<u>240</u>	<u>135</u>	<u>85</u>	<u>20,400</u>
Supervisory staff	<u>475</u>	<u>100</u>	<u>55</u>	<u>26,125</u>
Staff	<u>500</u>	<u>82</u>	<u>42</u>	<u>21,000</u>
Other (specify): _____	_____	_____	_____	_____
Subtotal				<u>\$ 81,700</u>
Total for services Described in Section II E of the RFP (Detail on subsequent pages)				_____
Out-of-pocket expenses:				<u>1,000</u>
Other (specify): _____				_____
Total all-inclusive maximum price for 2003 audit				<u>\$ 82,700</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

McLean County  
 Schedule of Professional Fees and Expenses  
 For the Audit of the 2003 Financial Statements

	Total			General Purpose Financial Statements (1)			Circuit Clerk Audit		
	Hours	Standard Hourly Rates*	Quoted Hourly Rates	Hours	Standard Hourly Rates*	Quoted Hourly Rates	Hours	Standard Hourly Rates*	Quoted Hourly Rates
Partners	135	\$ 180	\$ 105	130	\$ 180	\$ 105	5	\$ 180	\$ 105
Managers	240	\$ 135	\$ 85	225	\$ 135	\$ 85	15	\$ 135	\$ 85
Supervisory Staff	475	\$ 100	\$ 55	455	\$ 100	\$ 55	20	\$ 100	\$ 55
Staff	500	\$ 82	\$ 42	475	\$ 82	\$ 42	25	\$ 82	\$ 42
Other (specify)	-			-			-		
	<u>1,350</u>			<u>1,285</u>			<u>65</u>		
Out-of-pocket expenses			81,700			77,750			3,950
Other (specify)			1,000			1,000			
Total all-inclusive maximum price for 2003 audit			<u>\$ 82,700</u>			<u>\$ 78,750</u>			<u>\$ 3,950</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or a gross deduction from the total all-inclusive maximum price

\*--Estimated

(1)--Includes 250 hours for GASB 34 implementation, 75 hours for Partner, 100 hours for manager, and 75 hours for supervisory staff.

**MCLEAN COUNTY, ILLINOIS**

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL AUDITING SERVICES**

**FISCAL YEAR ENDING DECEMBER 31, 2001**

**MCLEAN COUNTY, ILLINOIS**

**Room 701**

**P.O. Box 2400**

**104 W. Front Street**

**Bloomington, IL 61702-2400**

MCLEAN COUNTY, ILLINOIS

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

I.	INTRODUCTION	PAGE
A.	General Information	5
B.	Term of Engagement	6
C.	Subcontracting	6
II.	NATURE OF SERVICES REQUIRED	
A.	General	6
B.	Scope of Work to be Performed	6
C.	Auditing Standards to be Followed	7
D.	Reports to be Issued	7
E.	Special Considerations	9
F.	Working Paper Retention and Access to Working Papers	10
III.	DESCRIPTION OF THE GOVERNMENT	
A.	Name and Telephone Number of Contact Persons/ Organizational Chart/Location of Offices	10
B.	Background Information	10
C.	Fund Structure	11
D.	Budgetary Basis of Accounting	11
E.	Pension Plans	11
F.	Component Units	12
G.	Joint Ventures	12
H.	Magnitude of Finance Operations	12
I.	Computer Systems	13
J.	Internal Audit Function	13
K.	Availability of Prior Reports and Working Papers	13

IV.	TIME REQUIREMENTS	PAGE
A.	Proposal Calendar	14
B.	Notification and Contract Dates	14
C.	Date Audit May Commence	14
D.	Draft Reports	14
E.	Final Report	14
V.	ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION	
A.	County Auditor, County Treasurer and Office Support Assistance	15
B.	Internal Auditor Assistance	15
C.	Electronic Data Processing (EDP) Assistance	15
D.	Work Area, Telephone, Photocopying and FAX Machines	15
E.	Report Preparation	15
VI.	PROPOSAL REQUIREMENTS	
A.	General Requirements	
1.	Pre-proposal Conference and On-site Inspections	15
2.	Inquiries	16
3.	Submission of Proposals	16
B.	Technical Proposal	
1.	General Requirements	17
2.	Independence	18
3.	License to Practice in Illinois	18
4.	Firm Qualifications and Experience	18
5.	Partner, Supervisory & Staff Qualifications & Experience	19
6.	Prior Engagements with the County	19
7.	Similar Engagements with Other Government Entities	20
8.	Specific Audit Approach	20
9.	Identification of Anticipated Potential Audit Problems	21
10.	Report Format	21
C.	Sealed Dollar Cost Proposal	
1.	Total All-Inclusive Maximum Price	21
2.	Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each	21

3.	Rates for Additional Professional Services	22
4.	Price Proposals for 2002 and 2003 Audits	22
5.	Manner of Payment	22

**VII. EVALUATION PROCEDURES**

A.	Selection Committee	22
B.	Review of Proposals	22
C.	Evaluation Criteria	23
1.	Mandatory Elements	23
2.	Technical Quality	23
3.	Price	24
D.	Oral Presentations	24
E.	Final Selection	24
F.	Right to Reject Proposals	24

**APPENDICES**

A.	Organizational Chart	26
B.	List of Key Officials, Office Locations and Telephone Numbers	27
C.	Proposer Guaranty	28
D.	Proposer Warranties	29
E-1.	All-inclusive Price for 2001 Audit Services	30
E-2.	Schedule of Professional Fees and Expenses for 2001 Services	31
E-3.	Schedule of Professional Fees and Expenses for 2002 Services	32
E-4.	Schedule of Professional Fees and Expenses for 2003 Services	33

(Interested Firms may obtain the following information by contacting the County Administrator's Office at 309-888-5110, or by attending the pre-proposal conference)

F.	Comprehensive Annual Financial Report for Fiscal Year 2000
G.	Single Audit Report for Fiscal Year 2000
H.	Accompanying Management Letters

MCLEAN COUNTY, ILLINOIS  
REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

MCLEAN COUNTY, ILLINOIS (the "County") is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2001, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

A separate audit of the McLean County Circuit Clerk's Office, as required by state statute 705 ILCS 105/27.8 and the Administrative Office of Illinois Courts, is also required.

There is no expressed or implied obligation for McLean County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

A pre-proposal conference for all the firms interested in submitting a proposal will be held at 3:00 P.M. on Wednesday, October 10, 2001 in Room 700 of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois to answer questions about the engagement. After this preproposal conference, any inquiries concerning the request for proposals should be addressed to County Administrator John M. Zeunik. All interested audit firms will be provided with a copy of the minutes of the preproposal conference.

To be considered, five (5) copies of a proposal must be received by Mr. Zeunik at Room 701 of the McLean County Law and Justice Center, 104 W. Front Street, P.O. Box 2400, Bloomington, Illinois, 61702-2400 by 4:00 P.M. on Friday, October 26, 2001. McLean County reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by the County Administrator, the County Auditor and the County Treasurer, or their designees.

During the evaluation process, the County reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers,



or to allow corrections of errors or omissions. At the discretion of the evaluators, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

It is anticipated the selection of a firm will be completed by November 20, 2001. Following the notification of the selected firm it is expected a contract will be executed between both parties as soon as practicably possible.

**B. Term of Engagement**

A three (3)-year contract is contemplated, subject to the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm), the concurrence of the County Board and the annual availability of an appropriation.

**C. Subcontracting**

Firms submitting proposals are expected to have sufficient resources and experience to perform all services with their own personnel. No subcontracting will be allowed without the express prior written consent of the County.

**II. NATURE OF SERVICES REQUIRED**

**A. General**

The County is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2001, with the option to audit the County's financial statements for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

**B. Scope of Work to be Performed**

The County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation

of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments. For the Circuit Clerk's audit, provisions of state law and relevant audit guidelines shall be followed.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements

3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

County Administrator John M. Zeunik  
State's Attorney Charles Reynard

Reporting to the Finance Committee. Auditors shall assure themselves that the County Board's Finance Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention

9. Difficulties encountered in performing the audit

E. Special Considerations

1. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide assistance to the County to meet the requirements of that program.
2. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
3. The County has determined that the United States Single Audit Clearinghouse, 1201 E. 10<sup>th</sup> Street, Jeffersonville, IN 47132 will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
4. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
5. A list of findings and other weaknesses from the County's most recent financial statement audit, as well as a list of findings from internal audits conducted during the most recent fiscal period to be audited, are available from the County Administrator. Of those findings and other weaknesses, management believes that the following have not been resolved:
  - County Recorder's Office
    - Segregation of Duties
    - Computer Software Controls
    - Reconciliation of Revenue
    - Reconciliation of Stamp Inventory and Cash Receipts
6. Difficulties are anticipated in implementing and complying with the specific reporting requirements recently mandated by GASB 34 and related statements.

The County will require the auditor's assistance to comply with these reporting requirements.

**F. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the County and the following parties and their designees:

Single Audit Clearinghouse  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, IN 47132

U.S. General Accounting Office (GAO)

Parties designated by the federal or state governments or by the County as part of an audit quality review process

Auditors of entities of which the County is a subrecipient of grant funds

Auditors of entities of which the County is a component unit

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**III. DESCRIPTION OF THE GOVERNMENT**

**A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices**

The auditor's principal contact with the County will be County Administrator John M. Zeunik, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

An organizational chart (Appendix A) and a list of key personnel with the location of their principal offices (Appendix B) are attached.

**B. Background Information**

The County serves an area of 1,186 square miles with a population of 150,433.

The County's fiscal year begins on January 1 and ends on December 31.

The County provides the following services to its citizens:

The County has a total payroll of over \$25 million covering 870 employees.

The County is organized into 33 departments and agencies. The accounting and financial reporting functions of the County are primarily centralized.

More detailed information on the government and its finances can be found in the County Budget and the Comprehensive Annual Financial Report, available from the County Administrator.

**C. Fund Structure**

The County uses the following fund types and account groups in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Non- Budget</u>
General fund (includes Employee Benefit and Tort Judgment Accounts)		Emp Ben
Special revenue funds	44	6
Debt service funds	3	
Capital projects funds	3	
Enterprise funds	1	
Trust and Agency funds	21	18

**D. Budgetary Basis of Accounting**

The County prepares its budgets on a basis consistent with generally accepted accounting principles.

**E. Pension Plans**

The County participates in the Illinois Municipal Retirement Fund, a defined-benefit, multiple employer plan.

Actuarial services for this plan are provided by Gabriel, Roeder, Smith and Company.

**F. Component Units**

The County is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in the County's financial statements.

The management of the County identified the following component units for inclusion in the County's financial statements:

Emergency Telephone Systems Board  
-Fiscal Year End December 31

Public Building Commission  
-Fiscal Year End December 31

(The Public Building Commission is audited by John C. Morris & Associates, CPA, 220 N. Eldorado, Bloomington, IL 309-663-6789)

The auditors of the Public Building Commission are contractually obligated to provide information needed for the audit of the County.

**G. Joint Ventures**

The County participates in joint ventures with other governments.

<u>NAME OF JOINT VENTURE</u>	<u>NAME OF OTHER PARTICIPATING GOVERNMENT(S)</u>	<u>TYPE OF SERVICES PROVIDED</u>
Government Center	City of Bloomington	Lease, Operating and Maintenance Expenses for Administrative Facilities

**H. Magnitude of Finance Operations**

The financial operations of the County are carried out by the elected County Auditor, Jackie Dozier, and elected County Treasurer, James Boylan. The principal functions performed by each are as follows:

Treasurer	
Revenue Accounting	Tax Distribution
Investments	Payroll
Tax Collection	

**Auditor**

**Accounts Payable  
Encumbrances  
Internal Auditing**

**I. Computer Systems**

**Existing Information Processing Platform**

- **IBM AS/400**
  - **OS/400**
  - **COBOL/400**
  - **RPG/400**
- **SCO Unix System (PC Based) used primarily for communications Performance Technology Power Fusion**
- **500+ IBM compatible PC Workstations, LAN Servers and WAN (Internet) Servers**
  - **Windows NT**
  - **Microfocus COBOL**
  - **Microsoft Access**
  - **ORACLE**

**Primary software systems include: New World Financials on AS/400, E\*JUSTICE integrated justice solution running on Oracle, Exchange email system, including internet access using an Outlook client, Microsoft integrated office products on an NT client.**

**J. Internal Audit Function**

**The County initiated an internal audit function during 2001. The Internal Auditor reports to elected County Auditor Jackie Dozier. The Internal Auditor is a Certified Public Accountant.**

**K. Availability of Prior Audit Reports and Working Papers**

**Interested proposers who wish to review prior years' audit reports and management letters should contact Mr. Zeunik at 309-888-5110. The County will**



use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

#### IV. TIME REQUIREMENTS

##### A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued	September 28, 2001
Pre-proposal conference	October 10, 2001
On-site inspection	as arranged
Due date for proposals	October 26, 2001

##### B. Notification and Contract Dates

Selected firm notified	November 6, 2001
Contract date	November 20, 2001

##### C. Date Audit May Commence

The County will have all records ready for audit and all management personnel available to meet with the firm's personnel as of March 1, 2002

##### D. Draft Reports

The auditor shall have drafts of the audit reports and recommendations to management available for review by the County Administrator, County Auditor and County Treasurer by May 15, 2002.

##### E. Final Report

The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Administrator by May 15, 2002. A revised report, including auditor's reports shall be delivered to the County Administrator by June 1, 2002

The final report and 100 signed copies should be delivered to the County Administrator by June 14, 2002.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. County Auditor, County Treasurer and Office Support Assistance

Finance officials and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County. In addition, reasonable office support will be made available to the auditor for the preparation of routine letters and memoranda.

B. Internal Auditor Assistance

The Internal Auditor of the County will be available to assist the auditor.

C. Electronic Data Processing (EDP) Assistance

Staff of the Information Services Department will be available to assist the auditor in performing the engagement, and will also be available to provide systems documentation and explanations. The auditor will be provided a reasonable amount of computer time and access to the County's computer hardware and software.

D. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to sufficient telephone lines, photocopying facilities and FAX machines to timely complete the engagement.

E. Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Pre-proposal Conference and On-site Inspections

A conference for firms interested in submitting proposals will be held at Room 700 of the McLean County Law & Justice Center at 3:00 P.M., on Wednesday, October 10, 2001. Both verbal and written questions will be accepted during the conference. Minutes of the preproposal conference

will be distributed to all firms that attend or request them.

Proposers may arrange to meet with representatives of the various departments within the County to discuss their operations and conduct on-site inspections by contacting the County Administrator's office.

2. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Mr. John M. Zeunik, County Administrator  
Room 701  
McLean County Law & Justice Center  
104 W. Front Street  
P.O. Box 2400  
Bloomington, IL 61702-2400  
Phone : 309-888-5110  
Fax: 309-888-5111

CONTACT WITH PERSONNEL OF THE COUNTY OTHER THAN COUNTY ADMINISTRATOR JOHN ZEUNIK REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

3. Submission of Proposals

The following material is required to be received by 4:00 P.M. Friday, October 26, 2001 for a proposing firm to be considered:

a. A master copy (so marked) of a Technical Proposal and FIVE (5) copies to include the following:

i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's

understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for at least ninety (90) days.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

v. Executed copies of Proposer Guaranty and Proposer Warranties, attached to this request for proposal (Appendix C and Appendix D)

- b. The proposer shall submit an original and FIVE (5) copies of a dollar cost proposal in a separate sealed envelope marked as follows:

SEALED DOLLAR COST  
PROPOSAL  
FOR  
MCLEAN COUNTY, ILLINOIS  
FOR  
PROFESSIONAL AUDITING SERVICES

OCTOBER 26, 2001

- c. Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

Mr. John M. Zeunik, County Administrator  
Room 701  
McLean County Law & Justice Center  
104 W. Front Street  
P.O. Box 2400  
Bloomington, IL 61702-2400

B. **Technical Proposal**

1. **General Requirements**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent

audit of the County in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

**THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed dollar cost bid). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the County as defined by the U.S. General Accounting Office's *Government Auditing Standards* (1994).

The firm also should provide an affirmative statement that it is independent of all of the component units of the County as defined by those same standards.

3. License to Practice in Illinois

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Illinois.

4. Firm Qualifications and Experience

The proposer shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The proposer shall also submit a copy of the report on its most recent

external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The proposer shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Illinois. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. The County retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the County

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. **Similar Engagements With Other Government Entities**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. **Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. **Proposed segmentation of the engagement**
- b. **Level of staff and number of hours to be assigned to each proposed segment of the engagement**

**NO PRICING INFORMATION SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL**

- c. **Sample size and the extent to which statistical sampling is to be used in the engagement**
- d. **Extent of use of EDP software in the engagement**
- e. **Type and extent of analytical procedures to be used in the engagement**
- f. **Approach to be taken to gain and document an understanding of the County's internal control structure**

- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

10. Report Format

The proposal should include sample formats for required reports.

**NO PRICING INFORMATION SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL**

C. Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The sealed dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The first page of the sealed dollar cost proposal (Appendix E-1) should include the following information:

- a. Name of Firm
  - b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the County.
  - c. A Total All-Inclusive Maximum Price for the 2001 engagement.
2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost proposal should include a schedule of professional fees and expenses, presented in the format



provided in the attachment (Appendix E-2), that supports the total all-inclusive maximum price. The cost of special services described in Section II E of this request for proposal should be disclosed as separate components of the total all-inclusive maximum price.

3. Rates for Additional Professional Services

If it should become necessary for McLean County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal (Appendix E-2).

4. Price Proposals for 2002 and 2003 Audits

All-inclusive maximum prices for 2002 and 2003 audit services, and rates for additional or special work will be set forth in Appendices E-3 and E-4, respectively.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

**VII. EVALUATION PROCEDURES**

**A. Selection Committee**

Proposals submitted will be evaluated by a three-member Selection Committee consisting of the County Administrator, elected County Auditor and elected County Treasurer, or their designees.

**B. Review of Proposals**

The Selection Committee will first rate each technical proposal by each of the criteria described in Section VII C below. Firms with an unacceptably low technical rating will be eliminated from further consideration.

After the composite technical rating for each firm has been established, the sealed dollar cost proposal will be opened. The maximum rating for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional ratings will be assigned to other proposers.

The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

### C. Evaluation Criteria

Only firms meeting the mandatory criteria will have their proposals evaluated and rated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. **Mandatory Elements**
  - a. The audit firm is independent and licensed to practice in Illinois
  - b. The firm has no conflict of interest with regard to any other work performed by the firm for the County
  - c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal
  - d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work
2. **Technical Quality**
  - a. **Expertise and Experience**
    - (1) The firm's past experience and performance on comparable government engagements
    - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
    - (3) The firm's past experience with similar computer hardware and software environments
    - (4) The firm's practical knowledge and experience with GASB

### 34 and related pronouncements

- b. **Audit Approach**
  - (1) Adequacy of proposed staffing plan for various segments of the engagement
  - (2) Adequacy of sampling techniques
  - (3) Adequacy of analytical procedures

### 3. Price

#### COST WILL NOT BE THE SOLE FACTOR IN THE SELECTION OF AN AUDIT FIRM

#### D. Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

#### E. Final Selection

The County will select a firm based upon the recommendation of the Selection Committee.

It is anticipated that a firm will be recommended by the Selection Committee to the County Board Finance Committee at its meeting of Tuesday, November 6, 2001 at 5:30 P.M. The Finance Committee will then forward its recommendation to the full County Board for approval at its meeting of Tuesday, November 20, 2001 at 9:00 A.M. Following notification of the firm selected, it is expected a contract will be executed between both parties as soon as practicably possible.

#### F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

The County reserves the right without prejudice to reject any or all proposals.

## APPENDICES

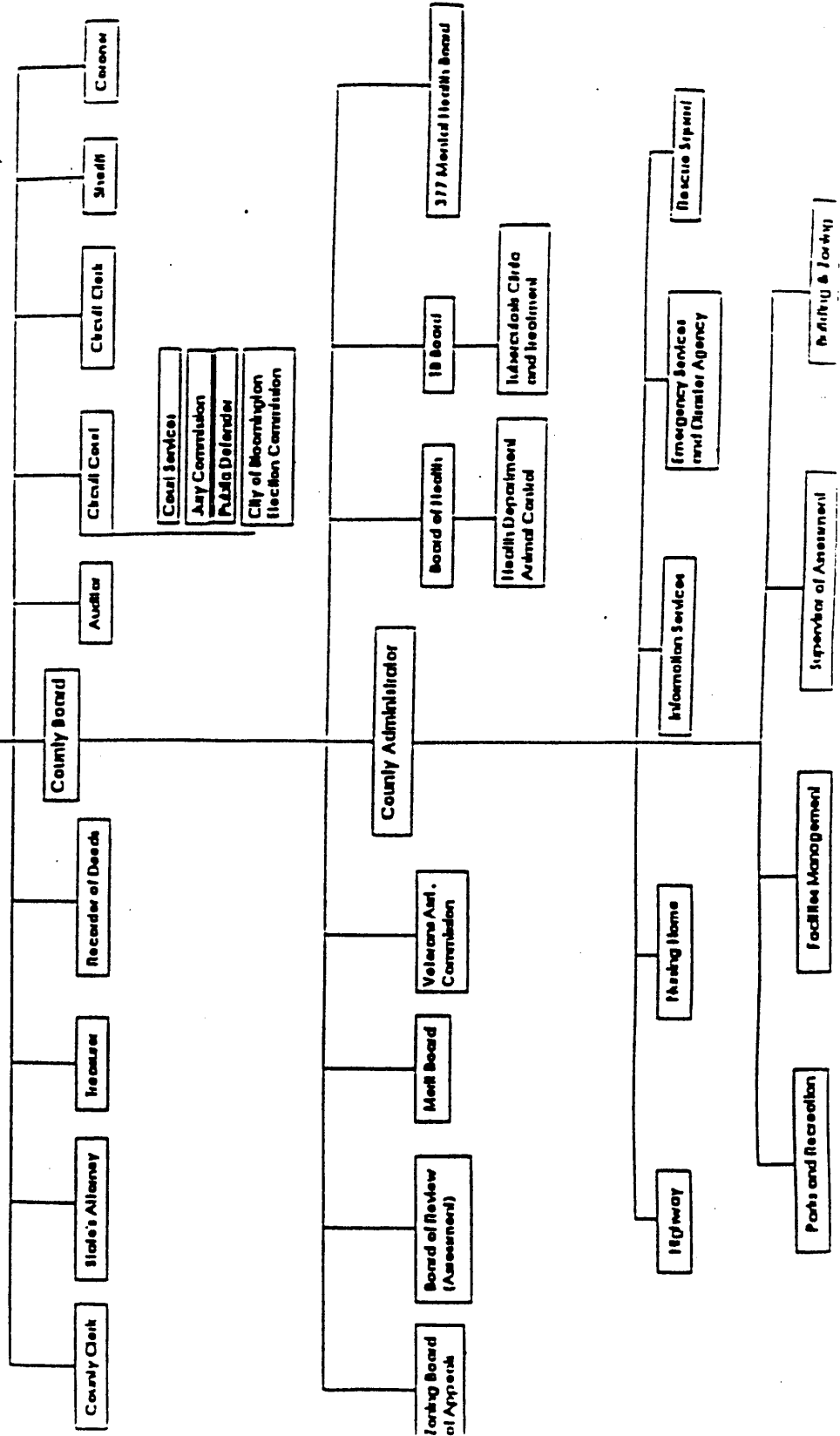
- A. Organizational Chart
- B. List of Key Officials, Office Locations and Telephone Numbers
- C. Proposer Guaranty
- D. Proposer Warranties
- E. Format for Schedule of Professional Fees and Expenses
  - E-1. All-inclusive Price for 2001 Audit Services
  - E-2. Schedule of Professional Fees and Expenses for 2001 Services
  - E-3. Schedule of Professional Fees and Expenses for 2002 Services
  - E-4. Schedule of Professional Fees and Expenses for 2003 Services

(Interested Firms may obtain the following information by contacting the County Administrator's Office at 309-888-5110, or by attending the pre-proposal conference)

- F. Comprehensive Annual Financial Report for Fiscal Year 2000
- G. Single Audit Report for Fiscal Year 2000
- H. Accompanying Management Letters

APPENDIX A  
ORGANIZATIONAL CHART

**People of Melean County**



APPENDIX B

KEY PERSONNEL, OFFICE LOCATIONS AND TELEPHONE NUMBERS

ELECTED McLEAN COUNTY OFFICIALS

Circuit Clerk .....	Sandra Parker .....	404 Law & Justice Center .....	888-5301
County Auditor .....	Jackie Dozier .....	602 Law & Justice Center .....	888-5150
County Clerk .....	Peggy Ann Milton .....	704 Law & Justice Center .....	888-5190
County Coroner .....	Beth Carlson .....	Law & Justice Center .....	888-5210
Recorder .....	Ruth Weber .....	708 Law & Justice Center .....	888-5170
County Treasurer .....	James E. Boylan .....	706 Law & Justice Center .....	888-5180
Regional Office of			
Education, McLeau/DeWitt .....	Eugene Jontry .....	905 N. Main, Normal, IL .....	888-5120
Sheriff .....	David Owens .....	105 Law & Justice Center .....	888-5034
State's Attorney .....	Charles G. Reymard .....	605 Law & Justice Center .....	888-5400
<hr/> General Information/Stritchboard .....			Lobby Law & Justice Center .....
			888-5001

APPOINTED McLEAN COUNTY OFFICIALS

Building and Zoning .....	Phil Dick .....	707 Law & Justice Center .....	888-5160
Bloomington Election Comm. ....		200 West Front St., Bln, IL .....	888-5136
Children's Advocacy Center .....	Billie Larkin .....	201 E. Grove, Bln, IL .....	888-5636
County Parks Director .....	Bill Wasson .....	R.R. 1, Hulsan, IL .....	726-2022
County Administrator .....	John M. Zetwik .....	701 Law & Justice Center .....	888-5110
Court Services Director .....	Roxanne Castleman .....	104 Law & Justice Center .....	888-5361
MMCCCC-Comm. Center .....	Shawn R. Walker .....	2411 E. Empire St., Bln, IL .....	663-9911
E.S.D.A. (Civil Defense) .....	James Wahls .....	10 Law & Justice Center .....	888-5020
Health Department .....	Robert Keller .....	200 W. Front St., Bln, IL .....	888-5450
Juvenile Detention Center .....	Dave Goldberg .....	903 N. Main, Normal, IL .....	888-5550
Nursing Home Administrator .....	Donaki Lee .....	901 N. Main, Normal, IL .....	888-5380
Public Defender .....	Amy Davis .....	603 Law & Justice Center .....	888-5235
County Highway Engineer .....	John Mitchell .....	R.R. 1, Box 85, Bln, IL .....	663-9445
Supervisor of Assessments .....	Robert Kahman .....	705 Law & Justice Center .....	888-5130
Regional Planning Commission .....	Paul Russell .....	211 W. Jefferson, Bln, IL .....	828-4331
Veterans Assistance Commission .....	Sammy Ferrara .....	201 E. Grove, Bln, IL .....	888-5140

HEALTH RELATED SERVICES

County Veterinarian .....	Randy K. Brunswick, D.V.M. ....		888-5060
Animal Control Center .....		R.R. 16, Box 52, Bln, IL .....	888-5060
T.B. Clinic .....		200 W. Front St., Bln, IL .....	888-5435
County Physician .....	Kenneth Inoue, M.D. ....	326 Fairway Drive, Bln, IL .....	662-5361

ADMINISTRATIVE SERVICES

Law & Justice Center  
104 West Front Street, P. O. Box 2400  
Bloomington, Illinois 61702-2400

Assistant County Administrator .....	Terry Lindberg .....	701 Law & Justice Center .....	888-5110
Information Services .....	Craig Nelson .....	702 Law & Justice Center .....	888-5100
Records Management .....		702 Law & Justice Center .....	888-5772
Risk Manager .....	Jennifer Ho .....	101 Law & Justice Center .....	888-5940
Facilities Management .....	Jack Moody .....	100 Law & Justice Center .....	888-5192

APPENDIX C

PROPOSER GUARANTY

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

APPENDIX D

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Illinois laws with respect to foreign (non-state of Illinois) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the County.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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



APPENDIX E-1

ALL-INCLUSIVE MAXIMUM PRICE

FOR THE AUDIT OF THE 2001 FINANCIAL STATEMENTS

Professional Services: \_\_\_\_\_

Other Costs: \_\_\_\_\_

Total All-Inclusive Maximum Price: \_\_\_\_\_

I hereby certify that I am entitled to represent the firm, empowered to submit the foregoing proposal, and authorized to sign a contract with the County.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

APPENDIX E-2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2001 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				_____
Total for services Described in Section II E of the RFP (Detail on subsequent pages)				_____
Out-of-pocket expenses:				_____
Other (specify): _____				_____
Total all-inclusive maximum price for 2001 audit				_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

APPENDIX E-3

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2002 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				_____
Total for services Described in Section II E of the RFP (Detail on subsequent pages)				_____
Out-of-pocket expenses:				_____
Other (specify): _____				_____
Total all-inclusive maximum price for 2002 audit				_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

**APPENDIX E-4**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2003 FINANCIAL STATEMENTS**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				_____
Total for services Described in Section II E of the RFP (Detail on subsequent pages)				_____
Out-of-pocket expenses:				_____
Other (specify): _____				_____
				_____
Total all-inclusive maximum price for 2003 audit				_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

Members Sorensen/Arnold moved the County Board approve a Request for Approval of Recommendation for Outside Auditing Services. Member Selzer asked why Clifton Gunderson was chosen when there were lower bids and why the Circuit Clerk's Office is using Guthoff & Company. Member Sorensen responded the bid from Clifton Gunderson includes the additional hours required to convert to GASB 34, a new accounting standard for government entities, and the others do not. He also said the reason for the Circuit Clerk's using Guthoff is the experience they have working with our Circuit Clerk's Office. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

**Member Sorensen, Chairman, presented the following:**

**RESOLUTION OF THE McLEAN COUNTY BOARD  
ASSIGNING RESPONSIBILITY TO THE COUNTY ADMINISTRATOR  
FOR THE DESIGN AND IMPLEMENTATION OF A REPORTING PLAN  
FOR THE USE OF COUNTY OWNED VEHICLES BY COUNTY EMPLOYEES**

WHEREAS, in the course of conducting official business for McLean County, it is required that certain County employee positions operate a County owned automobile; and,

WHEREAS, McLean County owns and provides certain employee positions with an automobile for use in conducting official County business; and,

WHEREAS, the McLean County Board wishes to establish policies to govern the income value for tax reporting purposes of a County owned automobile that is provided to a County employee; and,

WHEREAS, the McLean County Board wishes to establish policies that comply with current Internal Revenue Services regulations governing the use of a County owned automobile by a County employee;

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, November 6, 2001, recommended approval of the Resolution Assigning Responsibility to the County Administrator for the Design and Implementation of a Reporting Plan for the Use of County owned Vehicles by County Employees, now therefore,

BE IT RESOLVED by the McLean County Board that the following policies shall govern the income value for tax reporting purposes of a County owned vehicle:


- (1) The office of the County Administrator shall be responsible for the design and implementation of a reporting plan for County employees who have the use of a County owned automobile, that is consistent with the Internal Revenue Service regulations.
- (2) The reporting plan shall specify by County office or department the County owned vehicles, other than those assigned and used by law enforcement, which are subject to this reporting plan.
- (3) The reporting plan shall designate specific employee(s) in County offices and departments who are required by the County to use the County owned vehicle due to the nature of the employee's duties and responsibilities.
- (4) The taxable fringe benefit rules approved by the Internal Revenue Service shall apply in determining the value of compensation attributable to the use of a County owned vehicle by the County employee. Accounting for the value of the fringe benefit received by the County employee shall be calculated on a biweekly basis and included in the employee's payroll check.


This Resolution shall take effect and be in full force from and after its passage as provided by law.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of November, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Gordon moved the County Board approve a Request for Approval of a Resolution Assigning Responsibility to the County Administrator for the Design and Implementation of a Reporting Plan for the Use of County Owned Vehicles by County Employees. Member Segobiano asked how many County vehicles are in use by County employees outside the Sheriff and Highway Departments. Mr. Zeunik responded there are four that will be impacted by this Resolution. He stated this Resolution is specifically directed to a vehicle that may be a take-home vehicle. Member Segobiano asked if the vehicles at the Communications Center are under our jurisdiction. Mr. Zeunik answered, yes, the vehicles that are assigned and would fall under this Resolution are under the County's jurisdiction. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**MCLEAN COUNTY  
GENERAL COMPENSATION PLAN  
FOR NON-UNION EMPLOYEES**

January 1, 2002

**SECTION I: Definitions**

- A. **Overight Committee.** The County Board committee assigned the responsibility of reviewing personnel salaries.
- B. **AOIC.** The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C. **General Employees.** All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D. **Permanent Employees.** Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E. **Promotion.** A change in an employee's position classification to a position classification which has a higher pay range.
- F. **Transfer.** A change in an employee's position classification to a position classification which has the same or a lower pay range, or a change in the department in which the employee works.
- G. **Demotion.** An involuntary change in an employee's position classification to a position classification which has a lower pay range.
- H. **Merit Anniversary Date.** The date on which an employee is eligible for consideration for a salary increase based on performance.
- J. **Position Appraisal Method (PAM).** A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

**SECTION II: Annual Salary Adjustments**

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

### **SECTION III: Philosophy Related to Step Progression**

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. **Pay Progression.** McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. **Merit Increases.** McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. **Competency.** The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. **Beyond Competency.** Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. **Maximum Limits.** The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.



#### **SECTION IV: Evaluations and Merit Increases**

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.**
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.**
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.**
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.**

#### **SECTION V: Establishing Salaries**

**A. New Hires.** In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. **Department Head Discretion.** The department head may offer a starting rate up to a maximum of ~~5%~~ (10 steps) above the minimum rate to a candidate for any position classification.

2. **Impacted Positions List.** Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) **Experience Credit.** The employee may receive a maximum of an additional ~~1.5%~~ (3 steps) of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of ~~6%~~ (12 steps).

b) **Education Credit.** A professional employee may receive a maximum of an additional ~~4%~~ (8 steps) of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional ~~5%~~ (10 steps) if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. **Promotions.** A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. **Transfers.** Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

### **SECTION VI: Merit Increases**

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 10 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

**C. Merit Increase Ranges.** General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

**GENERAL COMPENSATION SCHEDULE EMPLOYEES  
RANGE 13 AND HIGHER**

Evaluation Score	Employee's		Employee's		Employee's		Employee's	
	Current Step	# Steps	Current Step	# Steps	Current Step	# Steps	Current Step	# Steps
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3
3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

**GENERAL COMPENSATION SCHEDULE EMPLOYEES  
RANGE 12 AND LOWER**

Evaluation Score	Employee's		Employee's		Employee's		Employee's	
	Current Step	# Steps	Current Step	# Steps	Current Step	# Steps	Current Step	# Steps
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. **Merit Increase Methodology.** All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. **Merit Standards.** The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
  2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
  3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

## **SECTION VII: Policy Review**

**This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.**

c:\ed\cboard\finance\comp2002

Revised 11/05/2001

TITLE	VALUES FACTOR	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Solving	Autonomy	Contact	Ethical	TOTAL
County Administrator	LEVEL XXI: 795-825	9	11	7	10	7	5	2	805
Health Department Administrator	LEVEL XX: 760-790	8	10	7	9	6	5	2	745
Assistant County Administrator	LEVEL XIX: 725-755	8	10	6	9	6	5	2	725
County Engineer	LEVEL XVII: 690-720	7	9	6	9	6	4	2	675
Nursing Home Administrator	LEVEL XVII: 655-685	7	9	6	9	5	4	2	670
Public Defender	LEVEL XVI: 620-650	7	8	6	8	6	5	2	655
Chief Deputy Sheriff	LEVEL XV: 585-615	7	8	5	9	6	4	2	640
Court Services Director	LEVEL XIV: 550-580	7	8	6	7	6	4	2	635
Assistant State's Attorney V	LEVEL XIV: 550-580	7	8	5	8	6	4	2	620
Director, Information Systems	LEVEL XIII: 515-545	6	7	6	8	5	3	2	585
Director, Nursing Services	LEVEL XIII: 515-545	7	8	5	6	5	3	2	560
Director, Personal Health Services	LEVEL XIII: 515-545	7	8	5	6	5	3	2	560
Assistant County Engineer	LEVEL XIII: 515-545	6	8	5	6	5	4	2	555
Supervisor of Assessments	LEVEL XII: 480-510	6	6	6	6	5	4	2	545
Emergency Communications Director	LEVEL XII: 480-510	6	6	6	6	5	4	2	545
Director, Building and Zoning	LEVEL XII: 480-510	6	6	6	6	5	4	2	545
Assistant Administrator, Health Dept.	LEVEL XI: 445-475	6	5	6	6	5	4	2	530
Assistant State's Attorney IV	LEVEL XI: 445-475	6	7	5	6	5	3	2	525
Environmental Health Director	LEVEL XI: 445-475	6	7	5	6	5	3	2	525
Superintendent of Juvenile Detention	LEVEL XI: 445-475	6	6	5	6	5	4	2	525
Director, Parks and Recreation	LEVEL X: 410-440	6	5	6	6	5	3	2	515
Assistant Public Defender IV	LEVEL X: 410-440	6	6	5	6	6	3	2	515
Assistant Director, Information Services	LEVEL X: 410-440	5	7	5	7	5	3	2	525
Facilities Maintenance Director	LEVEL X: 410-440	6	6	6	5	5	4	2	525
Jail Superintendent	LEVEL X: 410-440	6	7	5	6	5	3	2	525

TITLE	VALUES	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Solving	Autonomy	Contact	Physical	TOTAL
	<b>FACTOR</b>	20	15	20	20	5	15	5	
	<b>LEVEL XII: 480-510</b>	I	II	III	IV	V	VI	VII	
Facilities Maintenance Director		6	6	6	5	5	3	3	510
Director, Children's Advocacy Center		5	6	6	6	5	3	2	510
Jail Superintendent		6	7	5	5	5	3	2	505
Command Lieutenant		6	6	5	5	5	3	3	495
Director, ESDA		5	5	6	6	5	3	2	495
Highway Operations Officer		5	6	5	6	5	3	3	495
Communicable Disease/Health Prog. Sup.		5	6	5	6	5	3	2	490
Community Health Services Supervisor		5	6	5	6	5	3	2	490
Assistant Public Defender III		5	6	5	6	5	3	2	490
Assistant State's Attorney III		5	6	5	6	5	3	2	490
Civil Engineer II		5	6	5	6	4	3	3	490
Risk Manager		5	5	6	6	4	3	2	490
Systems/Database Coordinator		5	6	5	6	4	3	2	485
Network Program Manager		5	6	5	6	4	3	2	485
Maternal/Child Health Services Supervisor		5	7	5	5	5	3	2	485
Environmental Health Program Supervisor		5	6	5	5	5	4	2	485
Assistant County Treasurer		5	6	5	5	4	4	2	480
	<b>LEVEL XI: 445-475</b>								
Assistant Supl. Juvenile Detention		5	6	5	5	5	3	2	470
Deputy Director, Court Services		5	6	5	5	5	3	2	470
Detention Health Supervisor		5	6	5	5	5	3	2	470
Chief Deputy Circuit Clerk		5	6	5	5	4	3	2	465
Civil Engineer I		5	5	5	5	4	3	3	455
Asst Director-MMCCC Tech Svc		5	5	5	5	4	3	3	455
Jail Operations Supervisor		5	6	4	5	5	3	2	450
Assistant State's Attorney II		5	5	4	6	4	3	2	450
Assistant Public Defender II		5	5	4	6	4	3	2	450
Programmer		5	5	5	5	4	3	2	450
Facilities Maintenance Supervisor		4	5	5	5	4	4	3	450
	<b>LEVEL X: 410-440</b>								
Chief Deputy County Clerk		4	5	5	5	3	4	2	440
Health Promotion Program Manager		5	6	4	5	3	3	2	440
Internal Auditor		6	3	5	5	3	3	2	435
Staff Accountant		5	4	5	5	4	3	2	435
Planner-Building and Zoning		4	4	5	5	4	4	2	430



TITLE	VALUES FACTOR 410-440	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Substans	Authority	Contact	Physical	TOTAL
LEVEL X: Assistant Director of Nursing-RN	5	5	5	4	5	4	3	2	430
Assistant State's Attorney I	5	5	5	4	5	3	3	2	425
Assistant Public Defender I	5	5	5	4	5	3	3	2	425
DCFS Lead Agency Coordinator	4	5	5	5	5	3	3	2	425
Computer Services Coordinator	5	5	5	5	5	2	2	2	425
Birth to Three Assurance Coordinator	4	5	5	5	5	3	3	2	425
Asst Director-MMCCC Operations	4	6	6	4	5	4	3	2	425
Highway Maintenance Coordinator	4	5	5	4	5	5	3	3	420
Case Management Supervisor	4	6	6	4	5	3	3	2	420
Project Manager	4	4	4	5	5	4	3	3	420
Facilities-Maintenance-Supervisor	3	5	5	5	5	4	3	3	415
Juvenile Detention Shift Supervisor	4	6	6	3	5	5	3	3	415
Probation Officer II	4	5	5	4	5	3	3	3	410
Senior Staff Sanitarian	5	3	3	4	5	5	3	3	410
Communicable Disease Program Coord.	4	5	5	4	5	3	3	3	410
WIC Nutritionist/Program Coordinator	4	5	5	4	5	4	3	2	410
Clinic Supervisor	4	5	5	4	5	3	3	3	410
Chief Deputy Coroner	5	5	5	4	4	3	3	3	410
Forensic Interviewer	5	4	4	4	5	3	3	2	410
LEVEL IX: 375-405									
Emergency-Communications-Operator-Mgr.	3	6	6	4	5	4	3	3	405
Public Health Communications Specialist	4	4	4	5	5	2	3	2	405
Chief-Deputy-Coroner	5	4	4	4	4	3	3	3	395
Senior Accounting Specialist	4	4	4	4	5	3	3	2	390
Inmate Assessment Specialist	4	4	4	4	5	3	3	2	390
Emergency Communications Supervisor	3	5	5	4	5	4	3	2	390
Chief-Deputy-Coroner-Clerk	4	5	5	4	5	3	3	2	390
Assistant Director of Nursing-LPN	3	5	5	4	5	4	3	2	390
Detention Training Accreddn. Specialist	4	4	4	3	5	5	3	2	385
Facilities Maintenance Foreman	3	4	4	5	5	4	2	3	385
Circuit Clerk-Division Supervisor II	4	5	5	4	4	3	3	2	385
Probation Officer I	4	4	4	3	5	4	3	3	380
Juvenile Detention Officer	4	4	4	3	5	4	3	3	380
Animal Control Director	3	5	5	4	4	5	3	3	380

TITLE	VALUES FACTOR	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Solving	Analysis	Contact	Physical	TOTAL
		20 I	15 II	20 III	20 IV	5 V	15 VI	5 VII	
<b>LEVEL IX: 375-405</b>									
Juvenile Detention Program Coordinator	380	4	4	3	5	4	3	3	380
Fleet Manager	380	4	4	3	5	3	3	4	380
Food Services Supervisor	380	4	5	4	4	5	2	2	375
Operations Officer, Parks and Recreation	375	4	4	4	5	3	2	2	375
Quality Assurance Specialist	375	4	4	4	5	3	2	2	375
Communicable Disease Investigator	375	4	4	3	5	3	3	3	375
Staff Sanitarian	375	4	4	3	5	3	3	3	375
Public Health Nurse	375	4	4	3	5	3	3	3	375
Registered Nurse	375	4	4	3	5	3	3	3	375
School Health Nurse Consultant	375	4	4	3	5	3	3	3	375
Clinic Nurse	375	4	4	3	5	3	3	3	375
<b>LEVEL VIII: 340-370</b>									
CASA Coordinator	370	4	4	3	5	3	3	2	370
Case Manager	370	4	4	3	5	3	3	2	370
Senior Assessor	370	4	4	4	4	3	3	2	370
Veterans Assistance Officer	365	2	3	6	4	5	3	2	365
Defense Investigator	365	4	4	3	5	2	3	2	365
Health Promotion Specialist	365	4	4	3	5	2	3	2	365
Program Administrator, County Clerk	365	4	4	4	3	3	4	2	365
Victim/Witness Program Coordinator	360	3	4	4	4	5	3	2	360
Human Resources Assistant	355	4	4	3	5	3	2	2	355
WIC Nutritionist	355	4	4	3	5	3	2	2	355
Assistant Director, ESDA	355	3	4	4	4	4	3	2	355
Social Services Director	355	3	4	4	4	4	3	2	355
Inmate Programs Supervisor	350	3	5	4	4	3	2	2	350
Circuit Clerk Division Supervisor I	350	4	5	4	3	3	2	2	350
County Administrator's Assistant	350	4	4	3	4	3	3	2	350
Administrative Support Supervisor II	350	4	5	4	3	3	2	2	350
Domestic Services Director	350	3	5	4	4	3	2	2	350
Asst. to the Nursing Home Administrator	350	4	5	4	3	3	2	2	350
Network Support Specialist	340	4	3	4	4	2	2	3	340
Engineering Technician II	340	3	4	4	4	3	2	3	340
<b>LEVEL VII: 305-335</b>									
Emergency-Communication-DB-Coordinator	335	3	4	4	4	3	2	2	335
Administrative Support Supervisor I	335	4	4	4	3	3	2	2	335

TITLE	VALUES	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Solving	Artistic	Contact	Physical	TOTAL
	FACTOR	20	15	20	20	5	15	5	
	LEVEL VII: 305-335	I	II	III	IV	V	VI	VII	
Assessor		4	4	3	3	3	3	2	330
Zoning Enforcement Officer		3	3	4	3	4	3	3	325
Legal Assistant II		4	3	3	4	3	2	2	320
Jury Coordinator		3	4	4	3	4	2	2	320
Accounting Specialist II		4	3	4	3	3	2	2	320
Senior Field Inspector-Building & Zoning		3	3	4	3	3	3	3	320
Administrative Specialist		4	3	3	3	3	3	2	315
Chief Deputy Recorder		3	4	4	3	3	2	2	315
Deputy Coroner		3	3	3	4	2	3	3	315
Program-Administrator-County-Clerk		4	3	3	3	3	3	3	315
Custodial Supervisor		2	5	4	3	3	2	3	315
Supervising Office Support Specialist		4	4	3	3	3	2	2	315
Park Maintenance Sup/Maint Mech II		3	4	4	3	2	2	3	315
Heavy Equipment Mechanic		3	3	3	4	3	2	4	310
Animal Control Manager		3	3	3	3	4	3	3	305
Building Maintenance Mechanic II		3	3	4	3	3	2	3	305
Engineering Technician I		3	3	4	3	2	2	4	305
Licensed Practical Nurse		3	3	3	4	3	2	3	305
LEVEL VI: 270-300									
Zoning-Enforcement-Officer		3	3	3	3	4	3	3	300
Circuit Court Secretary		4	3	3	3	3	2	2	300
Victim/Witness Specialist		3	3	3	3	3	3	2	295
Senior Field Inspector-Assessment		3	3	3	3	2	3	3	295
Senior-Field-Inspector-Building-and-Zoning		3	3	3	3	3	3	3	295
Computer Operator II		4	3	3	3	2	2	2	295
Activity Director		3	3	3	3	2	3	2	290
Fleet Mechanic		3	3	3	3	3	2	3	285
Assistant Field Inspector-Assessment		3	3	3	3	2	2	3	280
Legal Assistant I		3	3	3	3	3	2	2	280
Park-Maintenance-Worker-II		3	3	3	3	2	2	3	280
Animal Control Warden		2	2	3	3	4	3	4	275
Office Support Specialist II		3	3	3	3	2	2	2	275
LEVEL V: 235-265									
Assistant Food Services Supervisor		3	3	3	2	3	2	3	265
Computer Operator I		3	2	2	3	2	2	2	240

TITLE	VALUES	Knowledge/ AMR	Supervisor/ Responsibility	Range/ Skill	Problem Solving	Analysis	Control	Feedback	TOTAL
VISION/HEARING TECHNICIAN	LEVEL V: 235-241	20	15	20	20	5	15	5	240
BUILDING MAINTENANCE MECHANIC I	LEVEL VI:	3	2	3	2	2	2	2	240
ACCOUNTING SPECIALIST I		2	3	3	2	2	2	3	240
PARK MAINTENANCE MECHANIC I		3	2	3	2	2	2	3	240
LEAD COUNSELOR		2	3	3	2	2	2	3	240
EMERGENCY COM. ADDRESSING TECH	LEVEL IV: 200-239	3	2	2	2	2	2	2	220
COOK		2	3	2	2	2	2	2	220
MEDICAL RECORDS CLERK		2	2	3	2	2	2	2	220
ASSISTANT CLERK, JURY COMMISSION		2	2	2	2	2	3	2	215
BUILDING MAINTENANCE WORKER		2	2	2	2	2	2	3	205
PARK MAINTENANCE WORKER I		2	2	2	2	2	2	3	205
COMMISSARY CLERK		2	2	2	2	2	2	3	205
MILL PROCESSING CLERK		2	2	2	2	2	2	3	205
COURTROOM CLERK		2	2	2	2	2	2	2	200
DEPUTY COUNTY CLERK		2	2	2	2	2	2	2	200
OFFICE SUPPORT SPECIALIST I		2	2	2	2	2	2	2	200
JURY BELLIFF	LEVEL III: 165-193	2	2	2	1	2	2	2	180
CNA COORDINATOR		2	2	2	1	2	2	2	180
SOCIAL SERVICES ASSISTANT		2	2	2	1	1	2	2	175
COUNSELOR		2	2	2	1	2	1	3	170
RECEPTIONIST	LEVEL III: 130-160	2	1	2	1	1	2	2	160
VOLUNTEER SERVICES COORDINATOR		2	2	2	1	2	1	1	160
DOMESTIC SERVICES ASSISTANT		2	1	2	1	2	1	2	150
AUTOMOTIVE SERVICE		2	1	2	1	1	1	2	145
MICROPHOTOGRAPHER		2	2	1	1	2	1	2	145
LOBBY SECURITY SCREENER		2	1	1	1	2	2	2	145
FOOD SERVICES ASSISTANT		2	1	2	1	1	1	2	145
NURSING HOMES ASSISTANT	LEVEL I: 95-125	1	1	1	1	1	2	2	120

09/26/01 10:02:15

Members Sorensen/Rodman moved the County Board. approve a Request for Approval of the Pay Plan for Fiscal Year 2002. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



OFFICE OF THE ADMINISTRATOR  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front, Room 701 P.O. Box 2400

Bloomington, Illinois 61702-2400

To: Chairman and Members, Finance Committee  
From: Terry Lindberg, Assistant County Administrator *TL*  
Date: November 2, 2001  
Re: Fiscal Year 2002 Position Classifications and Pay Ranges

We respectfully request your approval of the enclosed schedule of Position Classifications and Pay Ranges for Fiscal Year 2002. All pay ranges have been increased by 2.5% to reflect the budgeted across-the-board pay adjustment.

Additions to the 2001 Position classification and Pay Ranges schedule are shown in bold print. Deletions are shown in strikethrough.

Four new job titles were created and added. These will not result in additions to staff, as incumbents from other positions will move to the new titles. One current job title was eliminated. Ten job titles were reassigned to higher pay grades.

Position Appraisal Method (PAM) scores were reviewed and approved at your special meeting of October 30, 2001. A complete listing of PAM scores is incorporated into the Pay and Classification Plan as Appendix A to that document. The most recently amended version of Appendix A is attached for your information.

**Position Classifications and Pay Ranges for Fiscal Year 2002**

<u>Pay Grade</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>B/W</u> <u>HRS</u>	<u>Title</u>	<u>Class Code</u>
M	\$4.4652	\$9.1950	75	Assistant Clerical Assistant Intern	0004 0010 0399
1	\$8.5843	\$12.4473			
2	\$9.2278	\$13.3804	75 80	Micro-photographer Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator	0001 0003 3301 7301 8311
3	\$9.9198	\$14.3837	80	Custodian	7131
4	\$10.6638	\$15.4626	75 80	Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission Mail Processing Clerk Emergency Communications Addressing Technician Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I	0005 0011 0023 1202 0007 3107 7142 7152 7210
5	\$11.4639	\$16.6226	75 80	Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor	0101 0201 8101 8103 7133 7143 7153 7221 9015
6	\$12.3236	\$17.8693	75 80	Office Support Specialist II Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector <del>Senior Field Inspector Building and Zoning</del> <del>Zoning Enforcement Officer</del> Parks Maintenance Worker II Fleet Mechanic Activity Director	0012 0202 1101 1135 1205 2001 5001 5002 6001 6003 7211 7303 8305
7	\$13.2480	\$19.2095	75	Supervising Office Support Specialist Administrative Support Supervisor I Administrative Specialist Program Administrator, County Clerk	0013 0015 0017 0025

\*exempt position

11/2/01

<u>Pay Grade</u> 7(cont.)	<u>MINIMUM</u> \$13.2480	<u>MAXIMUM</u> \$19.2095	<u>B/W HRS</u>	<u>Title</u>	<u>Class Code</u>
				Chief Deputy Recorder	0031
				Accounting Specialist II	0102
				Legal Assistant II	1102
				Jury Coordinator	1207
				Animal Control Manager	2005
				Deputy Coroner	2103
				Assessor	5011
				Senior Field Inspector-Building and Zoning	6001
				Zoning Enforcement Officer	6003
			80	Engineering Technician I	6102
				Custodial Supervisor	7132
				Building Maintenance Mechanic II	7144
				Park Maintenance Supervisor/Maint Mechanic II	7222
				Heavy Equipment Mechanic	7305
				Licensed Practical Nurse-Nursing Home	8005
				Licensed Practical Nurse	8006
8	\$14.2415	\$20.6502	75	Administrative Support Supervisor II	0016
				County Administrator's Assistant	0019
				Program Administrator, County Clerk	0025
				Human Resources Assistant	0041
				Network Support Specialist	0211
				Defense Investigator	1127
				Victim Witness Program Coordinator*	1136
				Circuit Clerk-Division Supervisor I	1215
				CASA Coordinator*	2305
				Veterans Assistance Officer*	2403
				Assistant Director-ESDA	3203
				Inmate Program Supervisor	4109
				Senior Assessor	5012
				WIC Nutritionist*	8041
				Health Promotion Specialist*	8115
				Case Manager*	8123
			80	Engineering Technician II	6104
				Domestic Services Director	7125
				Assistant to the Nursing Home Administrator	8131
				Social Services Director	8325
9	\$15.3093	\$22.1985	75	<del>Chief Deputy County Clerk*</del>	0027
				Senior Accounting Specialist	0103
				Circuit Clerk-Division Supervisor II	1216
				Probation Officer I	1301
				<del>Chief Deputy Coroner*</del>	2404
				Inmate Assessment Specialist*	4108
				Clinic Nurse*	8011
				Registered Nurse*	8013
				Registered Nurse-Nursing Home	8014
				Public Health Nurse*	8015
				School Health Nurse Consultant*	8017
				Communicable Disease Investigator*	8105
				Public Health Communications Specialist*	8113
				Quality Assurance Specialist*	8127
				Staff Sanitarian	8403

\*exempt position

11/

<u>Pay Grade</u> 9(cont.)	<u>MINIMUM</u> \$15,3093	<u>MAXIMUM</u> \$22,1985	<u>B/W HRS</u> 80	<u>Title</u>	<u>Class Code</u>
				Animal Control Director	2007
				Emergency Communications Supervisor*	3104
				<del>Emergency Communications Operations Manager*</del>	<del>3405</del>
				Juvenile Detention Officer	4001
				Juvenile Detention Program Coordinator	4002
				Detention Training/Accreditation Specialist*	4011
				Facilities Maintenance Foreman	7145
				Operations Officer, Parks and Recreation	7216
				Fleet Manager	7307
				Assistant Director of Nursing-LPN	8031
				Food Services Supervisor	9017
10	\$17,6061	\$25,5288	75	Chief Deputy County Clerk*	0027
				Staff Accountant*	0105
				Internal Auditor	0106
				Computer Services Coordinator*	0213
				Assistant States Attorney I*	1105
				Assistant Public Defender I*	1112
				Probation Officer II	1302
				Chief Deputy Coroner*	2104
				Planner-Building and Zoning*	6011
				Clinic Supervisor*	8025
				WIC Nutritionist/Program Coordinator*	8043
				Communicable Disease Program Coordinator*	8107
				Health Promotion Program Manager*	8117
				DCFS Lead Agency Coordinator*	8121
				Forensic Interviewer*	8124
				Case Management Supervisor*	8125
				Birth to Three Assurance Coordinator	8141
				Senior Staff Sanitarian*	8405
			80	Assistant Director-MMCCC Operations	3105
				Juvenile Detention Shift Supervisor	4003
				Project Manager	6101
				Highway Maintenance Coordinator	7015
				<del>Facilities Maintenance Supervisor</del>	<del>7147</del>
				Assistant Director of Nursing-RN	8030
11	\$41,198	\$59,736		Programmer	0205
				Assistant States Attorney II	1106
				Assistant Public Defender II	1113
				Chief Deputy-Circuit Clerk	1217
				Deputy Director-Court Services	1305
				<del>Emergency Communications Database Coordinator</del>	<del>3109</del>
				Assistant Director-MMCCC Technical Services	3109
				Assistant Superintendent-JDC	4005
				Jail Operations Supervisor	4105
				Civil Engineer I	6105
				Facilities Maintenance Supervisor	7147
				Detention Health Supervisor	8129
12	\$45,318	\$65,710		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209

\*exempt position

11/201



Pay Grade 12(cont.)	MINIMUM \$45,318	MAXIMUM \$65,710	B/W HRS	Title	Class Code
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-ESDA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Jail Superintendent	4107
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Facilities Maintenance Director	7148
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$49,849	\$74,774		Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of JDC	4007
				Jail Superintendent	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$53,588	\$80,382		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$57,607	\$86,411		Director-Information Services	0333
16	\$60,488	\$90,731		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$63,512	\$95,268		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$65,100	\$97,649			
19	\$66,727	\$100,091		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$70,064	\$105,095			
21	\$80,573	\$120,860		County Administrator	0305

c:\payclass2002.xls

\*exempt position

11/20/01

Members Sorensen/Rodman moved the County Board approve a Request for Approval of the Position Classification and Pay Range Schedule for Fiscal Year 2002. Member Renner stated the Board should be mindful of a bracket-creep in several positions. He said the County paid for a countywide system of classification several years ago and as adjustments are made the Board needs to be very careful. Member Gordon asked if the adjustments referred to are reflected in this document. Member Sorensen stated they are reflected. Member Sommer stated he would vote against this Motion. Acting-Clerk Gillis shows the roll call vote as follows: Owens-yes, Pokorney-yes, Renner-present, Rodman-yes, Salch-yes, Segobiano-no, Selzer-yes, Sommer-no, Sorensen-yes, Arnold-yes, Bass-no, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-no, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried fourteen to four with one Member voting present.

Member Sorensen, Chairman, presented the following:

**APPROPRIATION TRANSFER REQUEST FORM**

FUND: 000 / DEPARTMENT: 000 3 DATE: 10/25/01

FROM: FUND	TRUST FUND	DESCRIPTION	AMOUNT	PROGRAM	PROJECT	DEPARTMENT	DATE
000 3	0 833.000 /	FURN./EQUIP	\$ 1090.00	000 3	0 621.000 /	OPER SUPPLY	\$1090.00
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$
			\$				\$

Reason for the overdraw and resulting need to transfer funds: (Identify overdraw/transfer explanation by numbering to correspond with transfer listed above).

To purchase office equipment under \$1,000.00 threshold, for new internal auditor.

RECEIVED

OCT 25 2001

AUDITOR'S OFFICE

Members Sorensen/Arnold moved the County Board approve a Request for Approval of a Transfer of Funds to Purchase Office Equipment under \$1,000.00 Threshold, for the Internal Auditor. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 579-617.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated he nothing to report.

**CONSIDERATION OF THE FISCAL YEAR 2002 BUDGET AS RECOMMENDED BY THE EXECUTIVE COMMITTEE:**  
Member Sommer, Vice-Chairman, presented the following:

**FISCAL YEAR 2002 COMBINED ANNUAL  
APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (1992), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,


**BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD,** County of McLean in the meeting assembled that the 2002 Fiscal Year begins January 1, 2002 and ends December 31, 2002.

**BE IT ORDERED,** that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2002 Fiscal Year beginning January 1, 2002.

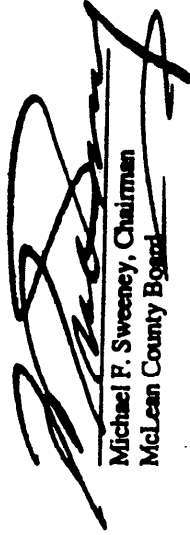
**BE IT FURTHER ORDERED,** that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

ADOPTED by the County Board of the County of McLean, Illinois, this 20th day of November, 2001.

ATTEST:

  
Peggy Ann Motion, Clerk of the County Board  
of McLean County, Illinois

ADOPTED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sommer/Rodman moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Budget and Authorize the Chairman and County Clerk to Sign. Member Selzer asked if the 8% increase in the total amount of taxes to be levied takes into account taxes from new construction or if the 8% would apply to everyone. Mr. Zeunik clarified that the levy is increasing by 8% but there is a projected 3.94% increase in EAV. Member Selzer asked if they knew the approximate cost of the average homeowner's tax bill. Mr. Zeunik stated it was in the budget message. Member Owens asked if the levy should be approved before the budget is approved. Member Sommer stated there was nothing to approve without the budget. Member Segobiano stated he would be voting no on item A to clarify his no vote on item B. Acting-Clerk Gillis shows the roll call vote as follows: Owens-no, Pokorney-yes, Renner-yes, Rodman-yes, Satch-yes, Segobiano-no, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Heselton-no, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried sixteen to three.

Member Sommer, Chairman, presented the following:

MULEDEAN COUNTY PROPERTY TAX LEVY: 2000 - 2002

COUNTY FUNDS	MAXIMUM TAX RATE	PROPERTY TAX LEVY IN 2000		PROPERTY TAX LEVY IN 2001		PROPERTY TAX LEVY IN 2002		CHANGE FROM PRIOR YEAR INCREASE (DECREASE) TAX RATE	CHANGE FROM PRIOR YEAR AMOUNT	% CHANGE
		PAYABLE TAX RATE	AMOUNT	PAYABLE TAX RATE	AMOUNT	PAYABLE TAX RATE	AMOUNT			
General Fund 0001	0.29000	\$ 0.29000	\$ 5,413,316.91	\$ 0.34885	\$ 6,967,160.00	\$ 0.34888	\$ 6,945,737.00	\$ 0.00073	\$ 288,677.00	5.10%
Person/Dev. Disabilities 0110	0.10000	\$ 0.10000	\$ 514,948.45	\$ 0.09280	\$ 504,988.00	\$ 0.09248	\$ 503,988.00	\$ (0.00041)	\$ 19,999.00	2.08%
TR Care & Treatment 0111	0.07800	\$ 0.01658	\$ 229,091.82	\$ 0.01657	\$ 228,396.00	\$ 0.01658	\$ 244,919.00	\$ 0.00009	\$ 9,418.00	4.00%
Health Department 0112	0.18000	\$ 0.09887	\$ 2,140,869.08	\$ 0.09717	\$ 2,233,790.00	\$ 0.09754	\$ 2,323,791.00	\$ 0.00037	\$ 90,001.00	4.03%
County Highway 0120	0.07800	\$ 0.07208	\$ 1,581,887.26	\$ 0.07287	\$ 1,593,000.00	\$ 0.07300	\$ 1,798,744.00	\$ 0.00119	\$ 65,744.00	5.94%
Bridge Matching 0121	0.08000	\$ 0.04872	\$ 1,054,848.85	\$ 0.04888	\$ 1,129,000.00	\$ 0.05000	\$ 1,181,169.00	\$ 0.00074	\$ 62,169.00	5.51%
County Matching 0122	0.05780	\$ 0.05853	\$ 790,968.85	\$ 0.05898	\$ 847,000.00	\$ 0.05780	\$ 863,372.00	\$ 0.00084	\$ 46,372.00	5.47%
County's Advocacy 0129	0.05400	\$ 0.05400	\$ 60,913.05	\$ 0.05388	\$ 60,232.00	\$ 0.05400	\$ 65,393.00	\$ 0.00012	\$ 4,781.00	6.29%
Child's Advocacy 0130	NONE	\$ 0.05688	\$ 1,292,288.79	\$ 0.07678	\$ 1,728,930.00	\$ 0.07602	\$ 1,888,759.00	\$ 0.00058	\$ 163,068.00	8.87%
Historical Museum 0131	NONE	\$ 0.08550	\$ 1,418,288.68	\$ 0.04888	\$ 1,118,792.00	\$ 0.08041	\$ 1,300,889.00	\$ 0.09188	\$ 91,198.00	7.35%
Historical Museum 0134	0.03000	\$ 0.03000	\$ 43,308.82	\$ 0.03188	\$ 46,399.00	\$ 0.03000	\$ 47,848.00	\$ 0.00002	\$ 2,280.00	5.20%
Term Judgment 0135	NONE	\$ 0.07707	\$ 1,688,818.94	\$ 0.07801	\$ 1,787,714.00	\$ 0.07720	\$ 1,838,228.00	\$ 0.00009	\$ 1,828.00	2.89%
Visitors Assistance 0138	0.03000	\$ 0.03000	\$ 131,888.37	\$ 0.03008	\$ 138,911.00	\$ 0.03087	\$ 144,887.00	\$ 0.00081	\$ 5,798.00	4.17%
L.A.J Adult Services 0181	NONE	\$ 0.07711	\$ 2,115,740.00	\$ 0.08232	\$ 2,118,748.00	\$ 0.08880	\$ 2,118,913.00	\$ (0.00002)	\$ (157.00)	-0.01%
L.A.J Adult Services 0182	NONE	\$ 0.07188	\$ 1,540,940.83	\$ 0.07188	\$ 1,688,758.00	\$ 0.07184	\$ 1,888,484.00	\$ (0.00005)	\$ 89,768.00	3.94%
118 Geri Center Debt Service	NONE					\$ 0.07238	\$ 175,734.00	\$ -	\$ 288,000.00	
118 Geri Center Adult Partial	NONE					\$ 0.01888	\$ 264,068.00	\$ -	\$ 264,000.00	
118 Geri Center Adult Partial	NONE					\$ 0.01482	\$ 346,068.00	\$ (0.00211)	\$ (24,281.00)	-8.20%
MedCare E911 Debt Service	NONE	\$ 0.01888	\$ 411,273.00	\$ 0.01888	\$ 388,972.00	\$ 0.01482	\$ 346,068.00	\$ (0.00211)	\$ (24,281.00)	-8.20%
MedCare E911 Debt Service	NONE	\$ (0.01888)	\$ (411,273.00)	\$ (0.01888)	\$ (388,972.00)	\$ (0.01482)	\$ (346,068.00)	\$ 0.00211	\$ 34,281.00	-0.28%
E911 Burcharge Abatement						\$ (0.01482)	\$ (346,068.00)	\$ 0.00211	\$ 34,281.00	
<b>TOTAL:</b>		\$ 0.02515	\$ 20,032,062.42	\$ 0.01809	\$ 20,894,537.00	\$ 0.02780	\$ 22,817,871.00	\$ 0.04171	\$ 1,823,334.00	8.86%
<b>Equalized Assessed Valuation:</b>		\$ 2,328,752,867.00		\$ 2,478,160,505.80		\$ 2,872,708,065.00		\$ 87,886,140.00	\$ 87,886,140.00	3.94%
<b>Adjusted EAV for Computing Tax Rates:</b>		\$ 2,165,328,244.00		\$ 2,291,748,217.00		\$ 2,862,328,372.00		\$ 80,878,168.00	\$ 80,878,168.00	3.69%

**McLEAN COUNTY 2001 TAX LEVY ORDINANCE**

**WHEREAS**, pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 205/156, the County Board of McLean County, Illinois, at the November 20, 2001 meeting, has considered a Tax Levy Ordinance in the amount of \$22,817,871.00 for County purposes; and

**WHEREAS**, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$22,817,871.00 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

**BE IT ORDERED** that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

**BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD** that there is hereby levied, separate property taxes as follows:

**PROPOSED 2001 TAX LEVY BY FUND**

<b>Fund</b>	<b>2001 Tax Levy</b>	<b>Statutory Maximum</b>	<b>Statutory Authority</b>
0001 County General Fund	\$ 5,945,737.00	\$ 0.2500	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-1024
0120 County Highway Fund	\$ 1,786,744.00	. \$ 0.0750	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-601
0121 Bridge Matching Fund	\$ 1,191,163.00	\$ 0.0500	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-602
0122 County Matching Fund	\$ 893,372.00	\$ 0.0375	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-603

0110 Persons/Developmental Disabilities Fund	\$ 535,860.00	\$ 0.1000	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 105-1
0111 Tuberculosis Care and Treatment Fund	\$ 244,810.00	\$ 0.0750	Referendum 11/6/60 and action of County Board of Supervisors 6/15/61, Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-23029
0112 Health Department Fund	\$ 2,323,791.00	\$ 0.1500	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-25003. Increased by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-25025 for Mental Health
0129 Children's Advocacy Fund	\$ 95,293.00	\$ 0.0040	Chapter 55, <u>Illinois Compiled Statutes</u> (1992) 80/6. Established by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes</u> (1992) 80/6, November 8, 1994.
0130 Federal Social Security Fund	\$ 1,889,725.00	none	Chapter 40, <u>Illinois Compiled Statutes</u> (1992), 5/21-110
0131 Illinois Municipal Retirement Fund	\$ 1,200,920.00	none	Chapter 40, <u>Illinois Compiled Statutes</u> (1992), 5/7-171



0134 Historical Museum Fund	\$ 47,646.00	\$ 0.0020	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/6-23001
0135 Tort Judgment Fund	\$ 1,839,239.00	none	Chapter 745, <u>Illinois Compiled Statutes</u> (1992), 10/9-107
0136 Veterans Assistance	\$ 144,697.00	\$ 0.0300	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-2006
0161 Public Building Commission Leases			
Law and Justice Center Lease Bond	\$ 2,115,613.00	none	September 15, 1987, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
Government Center Lease Bond	\$ 293,093.00	none	November 20, 2001, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
0162 Public Building Commission Additional Rental			
Law and Justice Center Additional Rental Fund	\$ 1,699,434.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18

Government Center  
 Additional Rental Fund      \$ 175,734.00      none      Chapter 50, Illinois Compiled Statutes (1992) 20/18

0133 Cooperative Extension Fund      \$ 395,000.00      \$ 0.0500      Chapter 505, Illinois Compiled Statutes (1992) 45/8. Approved by referendum.

**TOTAL TO BE LEVIED: \$22,817,871.00**

**BE IT FURTHER ORDERED** that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

**BE IT FURTHER ORDERED** that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (Chapter 35, Illinois Compiled Statutes (1992), 205/162).

That the sums levied above in the amount of \$22,817,871.00 were levied pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 215/8, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act.

That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

That the sums heretofore levied in the amount of \$22,817,871.00 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2001.

(5)

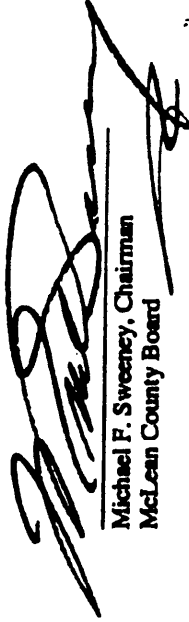
**APPROVED and ADOPTED** by the County Board of McLean County, Illinois, at the meeting of November 20, 2001.

Dated this 20<sup>th</sup> day of November, 2001.

**ATTEST:**

  
Peggy L. Hillton, Clerk of the County  
Board of the County of McLean, Illinois

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

e:\john\budget\lev\_2002.ord

Members Sommer/Selzer moved the County Board approve a Request for Approval and Adoption of the 2001 Tax Levy Ordinance for McLean County and Authorize the Chairman and County Clerk to Sign. Acting-Clerk Gillis shows the roll call vote as follows: Owens-no, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-no, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Heselton-no, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried sixteen to three.

Member Sommer, Chairman, presented the following:

**AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION**

**WHEREAS,** the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

**WHEREAS,** the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

**WHEREAS,** the Full-Time Equivalent Positions Resolution includes an across-the-board increase of 2.5% for all County employees, other than Elected Officials and those employees covered by collective bargaining agreements; and,

**WHEREAS,** the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2002 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

**BE IT RESOLVED** that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

**11.51 FULL-TIME EQUIVALENT POSITIONS AUTHORIZED.** The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2002 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

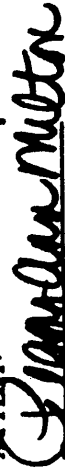
**11.52 ADDITIONS OF POSITIONS.** In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department and the Tuberculosis Clinic shall submit such funding requests to the Board of Health or Tuberculosis Care and Treatment Board, as the case may be. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

**11.53 REPEAL.** The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2002.

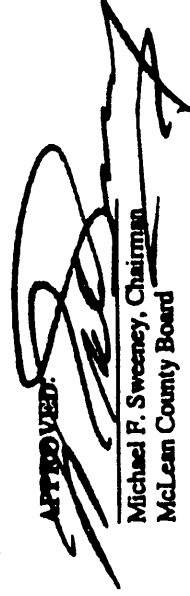
**11.54 EFFECTIVE DATE.** This Resolution shall take effect and be in full force on and after January 1, 2002.

ADOPTED by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of November, 2001.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sommer/Gordon moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2002 Full-Time Equivalent Positions Resolutions and Authorize the Chairman and County Clerk to Sign. Acting-Clerk Gillis shows the roll call vote as follows: Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried unanimously.

Member Sommer/Pokorney moved the County Board approve a Request for Board Authorization to Have the County Administrator to Publish Legal Notice and the Fiscal Year 2002 Adopted Budget Appropriation. Acting-Clerk Gillis shows the roll call vote as follows: Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Nuckolls-yes, and Sweeney-yes. Motion carried unanimously.

Chairman Sweeney thanked Mr. Zeunik and his staff for their work on the budget.

#### OTHER BUSINESS AND COMMUNICATION:

Member Rodman stated he appreciated having members of the public attending to speak on the tax issue. He noted, as you look at the budget, of the \$4.00 increase per \$100,000 of assessed valuation, \$1.66 comes from the Cooperative Extension which was voted on by the tax payers. Forty percent of that increase was voted on by the taxpayers; the other part of the increase is to pay for the additional property. If you take those out, there was virtually no increase in the budget.

Member Segobiano said, earlier the Board honored some young men for being champions, but because young men do not achieve a championship he hoped we do not consider them just student athletes. He further stated, including two games next week with LeRoy and Lexington, McLean County will be represented in 21 state playoff football games. U-High in one, Central Catholic in one, Normal Community in three, Bloomington High School in four, and LeRoy and Lexington both appeared in five. Member Segobiano said these young men and their cheerleaders are champions and they represent our County well. Members Segobiano/Rodman moved the County Board send a letter of congratulations to each of these high schools. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated he was pleased to see members of the public. He also stated he believed that if the meeting were held in the evening more of the public would have attended and that if tax issues were going to be addressed the meeting time should be scheduled for the evening. Member Selzer stated there were multiple evening meetings regarding the budget and no one attended.

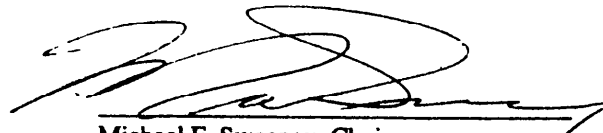
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

October 20, 2001

2001 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$494,503.68	\$494,503.68
Finance		\$515,872.88	\$515,872.88
Human Services		\$340,033.28	\$340,033.28
Justice	\$1,275.00	\$1,300,163.02	\$1,301,438.02
Land Use		\$13,640.80	\$13,640.80
Property		\$3,027,176.22	\$3,027,176.22
Transportation		\$528,068.83	\$528,068.83
Health Board		\$309,533.99	\$309,533.99
Disability Board		\$43,646.97	\$43,646.97
T. B. Board		\$17,411.36	\$17,411.36
<b>Total</b>	<b>\$1,275.00</b>	<b>\$6,590,051.03</b>	<b>\$6,591,326.03</b>




Michael F. Sweeney, Chairman  
McLean County Board

Members Selzer/Renner moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Members Renner/Gordon moved for adjournment until Tuesday, December 18, 2001 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Acting-Clerk Gillis shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:02 a.m.

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF McLEAN    )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of November, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 30th day of November, 2001.

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