EXECUTIVE COMMITTEE AGENDA
Government Center, Room 400
Tuesday, July 11, 2017
4:30 p.m.

1. Roll Call

2. Approval of Minutes: May 16, 2017 special meeting
   June 13, 2017 regular meeting

3. Appearance by Members of the Public

4. Departmental Matters:
   A. Executive Committee – Chairman McIntyre
      1) Items to be Presented for Action
         a) APPOINTMENTS
            DOWNS FIRE PROTECTION DISTRICT
            Jeffrey L. Misch
            207 S. Lincoln St.
            Downs, IL 61736
            (Complete term of Edward D. Belcher through April 30, 2019)
         b) REAPPOINTMENTS
            NONE
         c) Information Technologies Items for Action:
            (1) Request approval of purchase of Dell computers through Joint
                Purchasing Contract

      2) Items to be Presented to the Board
         a) NONE

      3) Items to be Presented for Information
         a) General Report of the Executive Committee
         b) Other
B. Transportation Committee – Chairman Caisley
   1) Items to be Presented for Action:
      a) NONE
   2) Items to be Presented to the Board:
      a) Request approval of general utility permit with McLeod USA Communications, Inc.
      b) Request approval of general utility permit with Sprint Communications Company, L.P.
      c) Request approval of Joint Bridge Petition for Danvers Road District
      d) Request approval of Local Agency Agreement for Federal Participation regarding Gridley Road – Section 15-00161-04-RS
      e) Request approval of Matching Tax Resolution regarding Gridley Road – Section 15-00161-04-RS
      f) Request approval of Motor Fuel Tax Resolution regarding Gridley Road – Section 15-00161-04-RS
      g) Request approval of 80,000 Weight Limit Resolution Gridley Road – Section 15-00161-04-RS
   3) Items to be Presented for Information
      a) General Report
      b) Other

C. Property Committee – Chairman Segobiano
   1) Items to be Presented for Action
      a) None
   2) Items to be Presented to the Board
      a) Request approval of Antenna Lease Renewal for New Wave Net Corp: 200 W. Front Building
      b) Request approval of renewal of Lease with CIRBN, LLC for Suite 500-A of the 200 W. Front Street Building
      c) Request approval of lease with CIRBN, LLC for rooftop space
      d) Request approval of Natural Gas Contract for County Facilities with Vanguard Energy Services
   3) Items to be Presented for Information
      a) General Report
      b) Other

D. Justice Committee – Chairman Gordon
   1) Items to be Presented for Action
      a) Request approval of an Intergovernmental Agreement between the McLean County Sheriff’s Department and the Illinois Department of Revenue for an Alcoholic Liquor Enforcement Pilot Program  6-16
      b) Request approval of an Addendum to Agreement for special police services between the McLean County Sheriff’s Department and the Board of Trustees of Illinois State University on behalf of its Police Department  17-18
2) Items to be Presented to the Board
   a) Request approval of Fire Alarm Service and Support Agreement with Tyco SimplexGrinnell
   b) Request approval of renewal of contract for the Child Support Hearing Officer in support of the McLean County Child Support Enforcement Program

3) Items to be Presented for Information
   a) General Report
   b) Other

E. Finance Committee – Chairman Selzer
   1) Items to be Presented for Action
      a) Request approval of a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2017 Fund 0001 Department 0005 County Clerk 19
      b) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal year 2017 Combined Annual Appropriation and Budget Ordinance 20-21

2) Items to be Presented to the Board
   a) Request approval of a Resolution to authorize the Chairman of the McLean County Board to execute a Deed of Conveyance for parcel #28-34-306-014.

3) Items to be Presented for Information
   a) General Report
   b) Other

F. Health Committee - Chairman Schafer
   1) Items to be Presented for Action
      a) Request approval of an Emergency Appropriation Ordinance Amendment for the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance for the Health Department Fund 0110 22-23

2) Items to be Presented to the Board
   a) NONE

3) Items to be Presented for Information
   a) General Report
   b) Other

G. Land Use and Development Committee – Chairman Erickson
   1) Items to be Presented for Action:
      a) Request approval of Regional Planning Service Agreement for fiscal year July 1, 2017 through June 30, 2018 between McLean County Regional Planning Commission and the County of McLean 24-26

2) Items to be Presented to the Board
   a) NONE
3) **Items to be Presented for Information**
   a) General Report
   b) Other

H. Report of County Administration

1) **Items to be Presented for Action**
   a) Request approval of Social Innovation Fund Pay for Success Service Recipient Agreement between Corporation for Supportive Housing and the County of McLean 27-52
   b) Request approval of Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2017 Fund 0001 Department 0002 County Administration 53-54
   c) Request approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance 55-56

2) **Items to be Presented to the Board**
   a) NONE

3) **Items to be Presented for Information**
   a) Report on Recent Employment Activities 57
   b) CLOSED SESSION pursuant to section 2(c)(1) of the Open Meetings Action (5ILCS 120/2(c)(1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine is validity.
   c) General Report
   d) Other

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to the County Board 58

7. Adjournment
To:    The Honorable Members of the McLean County Executive Committee and the Honorable Members of the McLean County Board.

From: Craig Nelson, Director of Information Technologies

Re:    Personal Computer Purchase of Dell computers through Joint Purchasing Contract.

Information Technologies respectfully requests permission to purchase PCs (Personal Computers) under the terms of the intergovernmental joint purchasing agreement. County policy 17.5805 states “County departments may participate in inter-governmental purchasing. All items purchased through inter-governmental purchasing must conform to State law governing such purchasing”. The MHEC Contract vehicle provided by Dell is through the Midwestern Higher Education, contract # MHEC-07012015. The contract itself is 31 pages long, but details of the contract can be found at http://www.mhectech.org/sites/mhectech.org/files/MHEC_07012015DELL.pdf

The pricing of $594.46 per box is the most attractive the County has ever utilized. The configured box is an i5 processor, 8 GB of RAM, 500 gb hard drive with Windows 10 Pro, capable of dual monitors and a DVD writer.

Anticipated quantities and approximate expense (shipping not part of the quote) are:

<table>
<thead>
<tr>
<th>Department</th>
<th>Quantity</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>82</td>
<td>$49,200</td>
</tr>
<tr>
<td>Cir Clerk</td>
<td>70</td>
<td>$42,000</td>
</tr>
<tr>
<td>Highway</td>
<td>2</td>
<td>$1,200</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>6</td>
<td>$3,600</td>
</tr>
<tr>
<td>Health Department</td>
<td>20</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Total for Workstations</strong></td>
<td><strong>180</strong></td>
<td><strong>$108,000</strong></td>
</tr>
</tbody>
</table>

This is a planned expense budgeted within the Fiscal Year 2017 budget. These machines will replace machines that are in extreme need of replacement.

We respectfully request approval of the purchase and will be happy to answer any questions you have.
Federal Employers Identification No: 37-6001569 hereinafter referred to as Contractor or Vendor, and the State of Illinois, Illinois Department of Revenue, hereinafter referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. **NATURE AND CONDITIONS OF ASSIGNMENT**

   The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

   In the event of a conflict between the Department’s and the Contractor’s terms, conditions and attachments, the Department’s terms, conditions and attachments shall prevail.

   A. The Contractor agrees to conduct one Standard Compliance Inspection for each license holder listed in this Agreement. A Standard Compliance Inspection is an investigation to determine whether or not a license holder has complied with the statutes and rules as represented in the LC-13 Inspection Report copied in Addendum 2 to this Agreement. The number of alcoholic liquor license holders affected by this Agreement is determined to be 141 as listed in Addendum 1 to this Agreement.

   B. No local enforcement agent shall conduct a Standard Compliance Inspection unless the enforcement agent has attended a minimum of one training session conducted by an agent of the Department. Prior to conducting a Standard Compliance Inspection, the Department will notify the Contractor of all Contractor agents authorized to conduct Standard Compliance Inspections. Upon execution of this Agreement, the Department and Contractor will schedule training at a reasonable time to enable the performance of this Agreement.

   C. Inspections: The Contractor shall conduct one Standard Compliance Inspection annually for each alcoholic liquor license in Addendum 1.

   D. Contractor shall conduct Standard Compliance Inspections to monitor violations listed in Addendum 2. Agent of the Contractor shall sign Part 11 of Addendum 2 as “Local liquor control agent”.

   E. Upon completion of the Standard Compliance Inspection, the Contractor shall enter the inspection results into the Department internet based reporting portal and/or submit to Department in writing a completed LC-13 liquor inspection report (Addendum 2) within ten (10) business days of completing the Standard Compliance Inspection. Contractor is required to enter/submit one inspection report annually for each license holder listed in Addendum 1. Inspection reports shall be electronically mailed to an address to be determined by the Department. Contractor shall return the full subsidy per license holder ($75) for each report not submitted or entered or Department will debit the amount from next fiscal year’s payment.

   Contractor may conduct additional inspections of license holders as it deems appropriate to ensure the license holder is in compliance with Department rules and not in violation of Illinois statutes. Any additional inspections will be at no cost to the Department.

   F. Contractor shall make the inspecting agent available for Department questioning and testimony at an evidentiary hearing before the Illinois Liquor Control Commission if such a hearing becomes necessary as a result of the Standard Compliance Inspection.
G. The Contractor is required to show proof of insurance meeting the requirements in section “Liability and Insurance” of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.

H. Request for payment for services will be made by the Department immediately after the Contractor’s scheduled training has been completed or upon contract execution if the Contractor has been previously trained.

   i) Permissible expenditures of the payment include but are not limited to: payroll and payroll related expenses incurred by individuals conducting work related to the requirements with the individuals including Administrative staff, enforcement officers; travel related expenses including vehicle costs/maintenance; training costs for officers; purchase of meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement Inspection Training Guidance Manual. Questions regarding acceptable expenditures should be directed to Sean O’Leary, Department of Revenue.

   ii) Funds must be expended by June 30, 2018.

   iii) Any funds not expended by June 30, 2018 shall be returned to the Department within 45 days.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be $75 per each retail alcoholic liquor license (See Addendum 1). This total remuneration will be paid in two equal installments. The first installment shall be payable upon the execution of this contract. The final installment shall be payable upon completion of all required inspections agreed upon in this contract (See Addendum 1). Notwithstanding the list of retailers contained within Addendum 1, the final payment made to Contractor will be limited to the number of actual inspections conducted by Contractor. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any additional expenses that the Contractor accrues in performance of this Agreement.

4. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area: State of Illinois: County of McLean; excluding the city limits of Bloomington.

5. DURATION OF AGREEMENT

This agreement shall begin on the date of execution, and remain in effect until June 30, 2018. No payment shall be made for services rendered prior to the effective date of this agreement.

6. TERMINATION

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

7. TAX LAW COMPLIANCE

This contract is expressly conditioned upon the Contractor being and at all time remaining in compliance with all Illinois tax laws. The Department reserves the right to conduct tax law compliance checks to
determine that the Contractor is in compliance with all Illinois tax laws. In the event the Department determines that the Contractor is not in compliance with all Illinois tax laws, this contract may be terminated immediately at the Department's option.

8. VOUCHERS

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2018), will not be honored by the Department.

9. EMPLOYMENT STATUS

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

10. LAWS OF ILLINOIS

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. CONFIDENTIALITY

A. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Vendor may require Vendor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Vendor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Vendor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Vendor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

B. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Vendor may require Vendor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. To the extent permitted by law, vendor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Vendor further agrees to protect such information from unauthorized disclosure by Vendor and its employees and by Vendor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. In the event Vendor receives a FOIA request for any of this information that the Department deems confidential, Vendor agrees to consult the Department prior to producing the information requested, and Vendor agrees to exert applicable exemptions.
12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be $250,000 per person and $500,000 per occurrence and for property damage, $100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

13. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

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

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

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

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

D. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

E. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

F. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts
upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

G. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

H. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

I. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

J. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

K. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

L. Vendor is not in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30).

M. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

N. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

O. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of $5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

P. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 (30 ILCS 582).

Q. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
R. Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

S. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

T. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

U. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

V. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

W. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

X. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.

Y. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

Z. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

15. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of VENDOR’S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

The DEPARTMENT shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the DEPARTMENT’S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT shall determine whether amounts appropriated are sufficient. DEPARTMENT shall give CONTRACTOR notice of insufficient funding as soon as practicable. DEPARTMENT’S obligation to perform shall cease upon receipt of the notice.

17. SOLICITATION AND EMPLOYMENT

VENDOR shall not employ any person employed by the DEPARTMENT at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the DEPARTMENT’S director if VENDOR solicits or intends to solicit for employment any of the DEPARTMENT’S employees during the term of this CONTRACT. DEPARTMENT has no authority to contractually refuse to hire VENDOR’S employees who apply to the State for employment.
18. **FISCAL FUNDING**

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

19. **SUBCONTRACTING AND ASSIGNMENTS**

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the Department or Auditor General during the course of any audit.

20. **BREACH**

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the department, without limitation upon any other relief available to the department.

21. **RIGHT TO AUDIT**

The Contractor is required to permit the Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

**AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records 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 contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor’s books and records.
“The Contractor certifies under oath that all information in the grant agreement is true and correct to the best of the Contractor’s knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this ____________ day of __________________, 20_____.

_________________________________
Contractor

Manager, Department of Revenue

_________________________________
Contractor, (printed name)

Ivan Fernandez
Manager, Department of Revenue
(printed name)

Title

Date

_________________________________
Date

Director, Department of Revenue

Printed Name

Date
I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: County of McLean
Tax Exemption Identification Number: E9994-9946-07

Legal Status (check one):

- Individual
- Sole Proprietor
- Partnership
- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

- Governmental
- Nonresident alien
- Estate or trust
- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Limited Liability Company (select applicable tax classification)
  - D = disregarded entity
  - C = corporation
  - P = partnership

Signature: ____________________________  Date: ________________
ADDENDUM 1 TO
AGREEMENT FOR SPECIAL POLICE SERVICES

Between the McLean County Sheriff’s Department and The Board of Trustees of Illinois State University on behalf of its Police Department

This addendum 1 to the AGREEMENT FOR SPECIAL POLICE SERVICES entered into on August 15, 2016 between the McLean County Sheriff’s Department, hereafter known as “County”, and the Board of Trustees of Illinois State University on behalf of its Police Department, hereafter known as “ISU” shall become effective on July 1, 2017.

WHEREAS, the parties previously entered into an Agreement for Special Police Service for ISU Football Games (the “Agreement”) effective August 15, 2016, and,

WHEREAS, paragraph 10 of that Agreement provides an option to renew that Agreement beginning July 1 of each fiscal year and ending on June 30 of that fiscal year, not to exceed a total of ten years.

WHEREAS, the parties hereto wish to renew that Agreement beginning July 1, 2017 as outlined below;

NOW THEREFORE, in consideration of the recitals set forth above and the covenants of the parties as set forth in the Agreement and herein, the parties hereto agree as follows:

1. The term of this renewal shall be July 1, 2017 through June 30, 2018.

2. The dates in Paragraph 1 of the original Agreement are hereby revised to September 2, September 30, October 21, November 4 and November 18, 2017. All other terms of Paragraph 1 remain in full force and effect.

4. All other terms and conditions of the Agreement not inconsistent with those enumerated above remain in full force and effect.
IN WITNESS WHEREOF, the respective parties hereto have caused this Addendum to be executed on the dates indicated below.

FOR MCLEAN COUNTY:

APPROVED: ___________________________________________  ATTEST: ___________________________________________

John McIntyre, Chairman
McLean County Board

______________________ ______________________
Date Date

FOR THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY:

_________________________________________
Levester Johnson, Vice President
For Student Affairs

______________________________
Date

_____________________________________
Judy Johnson
Director of Purchases

______________________________
Date
RESOLUTION AMENDING THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION FOR 2017
FUND 0001 DEPARTMENT 0005 COUNTY CLERK

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 15, 2016 which became effective on January 1, 2017; and,

WHEREAS, the County Clerk’s Recording staff includes part-time/seasonal employees covered under the Funded Full-Time Equivalent Positions (FTE) Resolution; and

WHEREAS, several major employers’ health insurance providers have required all covered employees provide proof of dependency within a specified term; and

WHEREAS, requests to the County Clerk’s office for copies of birth certificates and marriage certificates has increased necessitating the addition of a temporary part-time employee; and

WHEREAS, the Finance Committee at its July 5, 2017 meeting recommended the change in positions in the County Clerk’s Office, and the Executive Committee, at its July 11, 2017 meeting recommended approval of this change in the Full-Time Equivalent Positions Resolution for the 2017 Fiscal Year and thereafter; now, therefore,

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

<table>
<thead>
<tr>
<th>Acct</th>
<th>Grade</th>
<th>Class</th>
<th>Class Name</th>
<th>Now</th>
<th>Amend</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>0516</td>
<td>0010</td>
<td>OM</td>
<td>Clerical Assistant</td>
<td>2.68</td>
<td>0.05</td>
<td>2.73</td>
</tr>
</tbody>
</table>

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

ADOPTED by the McLean County Board this 18th day of July, 2017.

ATTEST

Kathy Michael, Clerk of the County Board,
McLean County, Illinois

APPROVED:

John D. McIntyre, Chair
McLean County Board

G:\Admin (Ann)\Resolutions-Ordinances\FTE Resolution County Clerk - Seasonal.doc

19
An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2017
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 15, 2016, 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 2017 Fiscal
Year beginning January 1, 2017 and ending December 31, 2017; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes
the operating budget for the McLean County General Fund 0001 and McLean County
Clerk 0005 and,

WHEREAS, the Finance Committee at its regular meeting on July 5, 2017
approved a Resolution Amending the Funded Full-Time Equivalent Positions Resolution
for 2017 in the General Fund 0001 County Clerk Department 0005 adding 0.05 FTE in
the Records Program 0007; and

WHEREAS, the Finance Committee at its regular meeting on July 5, 2017,
approved and recommended to the County Board an Emergency Appropriation
Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget
of the McLean County General Fund 0001, County Clerk 0005 and Fund 130,
Social Security 0069 the following appropriation:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>ADOPTED/ AMENDED</th>
<th>ADD (SUBTRACT)</th>
<th>AMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001-0005-0007-0410.0526</td>
<td>Marriage Certificates</td>
<td>$27,000.00</td>
<td>$602.00</td>
<td>$27,602.00</td>
</tr>
<tr>
<td>0001-0005-0007-0410.0527</td>
<td>Birth Certificates</td>
<td>$75,500.00</td>
<td>$602.00</td>
<td>$76,102.00</td>
</tr>
<tr>
<td>0001-0005-0007-0516.0001</td>
<td>Seasonal/Occasional employee salary</td>
<td>$13,426.00</td>
<td>$1,204.00</td>
<td>$14,630.00</td>
</tr>
<tr>
<td>0130-0069-0070-0400.0000</td>
<td>Unappropriated Fund Balance</td>
<td>$275,000.00</td>
<td>$93.00</td>
<td>$275,093.00</td>
</tr>
<tr>
<td>0001-0069-0070-0599.0003</td>
<td>Social Security Contribution</td>
<td>$2,219,979.00</td>
<td>$93.00</td>
<td>$2,220,072.00</td>
</tr>
</tbody>
</table>
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and County Clerk.

ADOPTED by the McLean County Board the 18th day of July, 2017.

ATTEST:                        APPROVED:

Kathy Michael, Clerk of the County Board  John D. McIntyre, Chairman
McLean County                    McLean County Board
June 19, 2017

To: Health Committee

From: Cathy Coverston-Anderson, Interim Director Health Department

RE: Emergency Appropriation Health Department Funds

The Emergency Appropriation is to increase the Services line in Fund 0110 by $40,339 to support a program for individuals with developmental disabilities through a partnership with the McLean County Health Department, Advocate BroMenn Health and Fitness Center, Advocate BroMenn, Advocate Charitable Foundation, and Marcfirst. These agencies have come together to pilot an integrated, preventative health care project for individuals with DD/ID. The pilot partnership will create opportunities for 41 individuals to have access to holistic health care services offered through the Advocate BroMenn Health and Fitness Center to improve their health and wellness and reduce health care costs.
WHEREAS, the McLean County Board, on November 15, 2016, 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 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Health Department Fund 0110,

WHEREAS, the Health Committee at its special meeting on June 26, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the following appropriation:

<table>
<thead>
<tr>
<th>Health Department Fund:</th>
<th>ADOPTED</th>
<th>(SUBTRACT)</th>
<th>AMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unappropriated Fund Balance</td>
<td>$0</td>
<td>$0</td>
<td>40,339</td>
</tr>
<tr>
<td>0110-0061-0060-0400-0000</td>
<td>$0</td>
<td>40,339</td>
<td>40,339</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mental Health Services</th>
<th>ADOPTED</th>
<th>(SUBTRACT)</th>
<th>AMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0110-0061-0060-0706-0002</td>
<td>$687,488</td>
<td>$40,339</td>
<td>727,827</td>
</tr>
</tbody>
</table>

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Health Department Director.

ADOPTED by the McLean County Board the 20th day of June 2017.

ATTEST: ____________________________  APPROVED: ____________________________

Kathy Michael, Clerk of the County Board  John McIntyre, Chairman
McLean County, Illinois  McLean County Board

U:\Adm\Budget\2017Documents\EMERGENCY Appropriation DD
June 27, 2017

Mr. Phil Dick, Director  
McLean County Building & Zoning  
Government Center  
P. O. Box 2400  
Bloomington, IL 61702-2400  

Re: Regional Planning Service Agreement

Dear Phil:

Enclosed please find two partially executed copies of the Regional Planning Service Agreement for the fiscal year July 1, 2017 through June 30, 2018. After the agreements have been signed, please return one fully executed copy of the agreement to us. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

[Signature]

Jordan Brown  
Office Manager
REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of this 1st day of July, 2017, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2018.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the County in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan as needed.

2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).

3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.

4. Provide assistance in the preparation of applications for Federal or State funding as needed.

5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.

6. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the County short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the County of McLean.

D. Financing

The County of McLean will remit to the Commission the sum of FORTY THOUSAND SIX HUNDRED THIRTY-SIX AND 10/100 DOLLARS ($40,636.10) FOR THE PERIOD July 1, 2017 through December 31, 2017. Upon approval of the Fiscal Year 2018 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of THIRTEEN THOUSAND FIVE HUNDRED FORTY FIVE
AND 37/100 DOLLARS ($13,545.37) for the period January 1, 2018 through June 30, 2018 upon the County’s receipt of an invoice for said amount.

Chairman, McLean County Board
County Clerk, McLean County

Chairman
McLean County Regional Planning Commission

Executive Director
McLean County Regional Planning Commission

Date
June 27, 2017
To: The Honorable Chairman and Members of the Executive Committee

From: Bill Wasson, County Administrator

Date: 04/24/2014

Re: Corporation for Supportive Housing Grant Memorandum of Understanding

In March of 2017, the County Board approved the County’s application for the Corporation for Supportive Housing Scaling Data Integration: Advancing Pay for Success, Systems Change, and Supportive Housing for Vulnerable, Justice-Involved Populations Grant. In May, 2017 the County was notified that it had been one of four(4) communities in the Country awarded this grant, cooperation with the Arnold Foundation and the Social Innovation Fund, this grant will provide an estimated $200,000 in technical assistance over the next year to bring data sets together from housing and homeless systems with public safety/criminal justice data and ultimately with the goal to integrate with health provider information to assist in treatment and diversion strategies.

Attached, please find the Memorandum of Understanding with the Corporation for Supportive Housing for the Scaling Data Integration Grant. This Agreement has been reviewed by County Administration and State’s Attorney’s Office Civil Division staff.
This Social Innovation Fund Pay for Success Service Recipient Agreement (the “Agreement”), dated July 18, 2017, is made and entered by and between Corporation for Supportive Housing, a Delaware not for profit corporation (“CSH”) whose address is 61 Broadway, Suite 2300, New York, New York 10006, and [County of McLean, Illinois] (“Service Recipient”), a body corporate and politic whose address is 115 E. Washington St, Bloomington, IL.

The Corporation for National and Community Service (“CNCS”) is a federal agency whose mission is to improve lives, strengthen communities, and foster civic participation through service and volunteering. The Social Innovation Fund (“SIF”) is CNCS’s innovative program that awards grants to and works with existing grant-making institutions to direct resources to innovative, community-based nonprofit organizations to identify, validate, and grow promising approaches to challenges facing local communities. Funding for this Agreement is provided by CNCS via the SIF (CFDA No. 94.024).

This Agreement specifies the terms and conditions under which CSH and the Service Recipient, individually and collectively hereinafter referred to as the “Parties”, shall participate in the conduct of a program supporting pay for success initiatives via the SIF. Under the SIF, Service Recipient is a sub-recipient of technical assistance services from CSH in accordance with 42 U.S.C. §12653k(j) (“Service Recipient”).

1. **Services to be provided.** The Service Recipient agrees to carry out the program services described in Attachment I entitled “Scope of Services,” and may be further identified in Attachment II entitled “Budget” (the “Services”) in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by CNCS and CSH and federal rules, regulations, terms and conditions. The Service Recipient agrees to provide all of the necessary qualified personnel, equipment, materials, and facilities to perform the Services.

In no event may funds expended under this Agreement be used in whole or in part, in violation of the prohibition on use of funds set forth in 42 U.S.C. §12634. In its performance of the Services, the Service Recipient agrees it shall not (a) attempt to influence legislation; (b) organize or engage in protests, petitions, boycotts, or strikes; (c) assist, promote or deter union organizing; (d) impair existing contracts for services or collective bargaining agreements; (e) engage in partisan political activities or other activities designed to influence the outcome of an election to any public office; (f) conduct a voter registration drive or use funds received hereunder to conduct a voter registration drive; (g) participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officers; (h) engage in religious instruction, conduct worship services, provide instruction as part of a program that
includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily or inherently devoted to religious instruction or worship, or engage in any form of religious proselytization; (i) provide a direct benefit to: (1) a for-profit entity, (2) a labor union, (3) a partisan political organization, (4) an organization engaged in the religious activities described in the preceding clause (h) unless funds received hereunder are not used to support the religious activities, or (5) a nonprofit entity that fails to comply with the restrictions contained in Section(c)(3) of U.S.C. Title 26; (j) provide abortion services or referrals for receipt of such services; (k) use funds received hereunder for international travel or projects where the primary beneficiaries of an activity are outside the United States; (l) engage in severe forms of trafficking in persons during the term of this Agreement; (m) procure a commercial sex act during the term of this Agreement; or (n) use forced labor in the performance of the Services; or (o) engage in such other activities as CNCS may prohibit.

2. Agreement period. This Agreement shall begin on May 1, 2016 and end on September 30, 2017, unless such time is extended by written agreement of the Parties.

3. Non-federal matching funds. Service Recipient agrees to provide staff time with value equivalent to at least $50,000 and funded from non-federal sources (the “Staff Time Match”) in accordance with Attachment II.

   Work reported as Staff Time Match must be supported by timesheets that are maintained in accordance with applicable Office of Management and Budget (“OMB”) cost principles. Timesheets must reflect an after-the-fact determination of actual activities of an employee (i.e. budget estimates are not allowed). Timesheets must be certified by the employee and approved by a supervisor or someone who has first-hand knowledge of the actual work performed by the employee.

   The Service Recipient understands that if the Staff Time Match is not in place at the end of each quarterly reporting period, the Service Recipient shall not be eligible for continuation of technical assistance until the Staff Time Match requirement has been met or unless agreed to in writing by CSH.

4. Availability of Funds. Services provided pursuant to this Agreement is contingent upon the availability of funds from CNCS. In the event any portion of such funds are not provided or not available to CSH, CSH may immediately terminate this agreement due to unavailability of funds. In this event, to the extent possible, CSH shall inform the Service Recipient of such unavailability within five (5) business days. In the event that funds are reduced from CNCS, CSH may unilaterally revise the Service Recipient’s Scope of Services as described in Attachment I, including the Service Recipient’s Budget in Attachment II, and reduce the Staff Time Match requirement accordingly.

5. Training and Technical Assistance. To the extent requested by CSH, the Service Recipient, in its capacity as a Service Recipient, agrees to participate and be actively engaged in technical assistance offered to Service Recipient by CSH. The Service Recipient shall not receive TA from another TA provider under the SIF Pay for Success program that is duplicative with the TA provided under this Agreement. The Service Recipient agrees to participate in all training sessions made available by CNCS or CSH relating to this Agreement. The Service Recipient
further agrees to have at least one (1) trained staff member who understands all of the compliance requirements stipulated in this Agreement including all of the terms and conditions.

6. **Audit Requirements.** Service Recipients that expend $750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 and applicable federal regulations. Such audit report shall be provided to CSH by the earlier date of either thirty (30) days after receipt of the auditor’s report(s) or nine (9) months after the Service Recipient’s year end. Service Recipients that expend less than $750,000 in federal funds during a fiscal year agree to have a financial statement audit performed in accordance with auditing standards generally accepted in the United States of America and provide CSH with a copy of such audit report by the earlier date of either thirty (30) days after receipt of the auditor’s report(s) or nine (9) months after the Service Recipient’s year end.

7. **Financial Management.** The Service Recipient shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. The Service Recipient’s financial management systems shall be capable of distinguishing receipts and expenditures attributable to the non-federal matching funds under the Agreement from expenditures not under the Agreement. The systems shall be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. The Service Recipient shall maintain written policies and procedures and shall apply costs consistently and uniformly.

Any changes to the Budget in Attachment II shall require the prior written approval of CSH. The Service Recipient shall notify CSH of any change in the staffing of positions listed in the Budget in Attachment II within ten (10) business days of such change.

8. **Reporting Requirements.**

   a. **Financial Reporting.** The Service Recipient shall submit to CSH quarterly financial results reflecting the amount of in-kind match spent. Exact parameters of the reports shall be defined in writing by CSH, in accordance with guidelines from CNCS, and are subject to change throughout the course of the Agreement period.

   The Service Recipient shall provide all required documentation accompanying the financial reimbursement as outlined by CSH. Reports must be submitted to CSH within fifteen (15) days after the end of the last day of each month with the final reports due within forty-five (45) days of the last day of the Agreement unless there is an agreed upon written extension by CSH.

   b. **Programmatic Reporting.** The Service Recipient shall submit one mid-term progress report assessing progress with respect to agreed-upon performance metrics, including but not limited to: programmatic success, challenges, stories, and progress to-date on activities (see Attachment I). This report will be due on January 31, 2018 unless CSH specifies another due date in writing.
c. **Fraud, Waste, and Abuse.** The Service Recipient will promptly report to CSH when it first suspects a criminal violation has occurred, including, without limitation, criminal fraud, theft or embezzlement, forgery, corruption, bribery, kickbacks, acceptance of illegal gratuities or extortion, or actual or suspected fraud, waste or abuse has occurred.

d. **Executive Compensation.** By the end of the first full calendar month following the date hereof, the Service Recipient shall report the names and total compensation of each of the Service Recipient’s five most highly compensated executives for its preceding completed fiscal year, if:

i. in the Service Recipient’s preceding fiscal year, the Service Recipient received:

   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards; and

   ii. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

9. **Examination of Records.** The Service Recipient agrees that any duly authorized representative of CSH shall, until the expiration of five (5) years after the final payment under this Agreement, or such longer period as may be required due to an audit finding, have access to and the right to examine any books, documents, papers and records of the Service Recipient involving transactions related to this Agreement. CSH and CNCS, through authorized representatives, have the right, at all reasonable times, to make site visits to review program accomplishments, review records, activities, organizational procedures and financial control systems, conduct interviews, request additional information, and provide such technical assistance as may be required. If any site visit is made on the premises of the Service Recipient, the Service Recipient shall provide all reasonable facilities and assistance for the safety and convenience of CSH and CNCS’s representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work performed under this Agreement.

CSH is responsible for monitoring the Service Recipient as required by CNCS and OMB Circular A-133, Compliance Supplement, Section M. CSH’s monitoring will involve Service
Recipient reporting (programmatic and financial) to CSH, monthly contact between the Parties, desk reviews and site visits. Consequently, CSH has the right to review and evaluate Service Recipient records, activities, organizational procedures and financial control systems, to conduct interviews and other assessment techniques as deemed necessary.

The Service Recipient shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Service Recipient’s performance may be reviewed monthly, or more often, by the appropriate operational unit at CSH which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized CSH staff by the Service Recipient. All reports submitted by the Service Recipient shall be utilized as part of the monitoring of the Service Recipient’s performance hereunder.

10. **Confidentiality.** It is expected that the Services of this Agreement can be carried out without any of the Parties disclosing confidential information of the other. However, should it become necessary to disclose confidential information, the Parties shall notify each other in advance of the disclosure and shall negotiate in good faith with respect to protecting such confidential information.

11. **No Discrimination in Employment.** In connection with the performance of services under this Agreement, the Service Recipient agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

12. **Service Recipient’s Insurance. [Not Applicable to Political Subdivisions of a State].** Service Recipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Service Recipient shall keep the required insurance coverage in force at all times during the term of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in [INSERT STATE OF SERVICE RECIPIENT OPERATIONS]Illinois and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Corporation for Supportive Housing, 61 Broadway, Suite 2300, New York, New York 10006. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Service Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested.

If any policy is in excess of a deductible or self-insured retention, CSH must be notified by the Service Recipient. Service Recipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Service Recipient. The Service Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
Service Recipient may not commence services or work relating to the Agreement prior to placement of coverage. Service Recipient certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. CSH requests that CSH’s contract number be referenced on the Certificate. CSH’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Service Recipient’s breach of this Agreement or of any of CSH’s rights or remedies under this Agreement.

For commercial general liability and auto liability, Service Recipient and Service Recipient’s insurer(s) shall name CSH, its officials, employees and volunteers as additional insured.

For all coverages, Service Recipient’s insurer shall waive subrogation rights against CSH.

Service Recipient shall maintain the coverage as required by statute for each work location and shall maintain Employer’s liability insurance with limits of $100,000 per occurrence for each bodily injury claim, and $500,000 aggregate for all bodily injuries. Service Recipient expressly represents to CSH, as a material representation upon which CSH is relying in entering into this Agreement, that none of the Service Recipient’s officers or employees who may be eligible under any statute or law to reject workers’ compensation insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Service Recipient executes this Agreement.

Service Recipient shall maintain a commercial general liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

Service Recipient shall maintain business automobile liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

For commercial general liability and excess liability, the policies must provide the following:

(a) That this Agreement is an Insured Contract under the policy;
(b) Defense costs in excess of policy limits;
(c) A severability of interests, separation of insureds or cross liability provision; and
(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by CSH.

For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to CSH, whichever is earlier.

Service Recipient shall advise CSH in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Service Recipient shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
13. **Defense and Indemnifications. [Not Applicable to Political Subdivisions of a State].** The Service Recipient hereby agrees to defend, indemnify, and hold harmless CSH, its directors, trustees, officers, employees, volunteers and agents against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the services performed under this Agreement (“Claim” or “Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of CSH. This indemnity shall be interpreted in the broadest possible manner to indemnify CSH for any acts or omissions of the Service Recipient, either passive or active, irrespective of fault, including CSH’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of CSH.

The Service Recipient’s duty to defend and indemnify CSH shall arise at the time written notice of the Claim is first provided to CSH regardless of whether Claimant has filed suit on the Claim. The Service Recipient’s duty to defend and indemnify CSH shall arise even if CSH is the only party sued by claimant and/or claimant alleges that CSH’s negligence or willful misconduct was the sole cause of claimant’s damages.

The Service Recipient shall defend any and all Claims which may be brought or threatened against CSH and shall pay on behalf of CSH any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of CSH shall be in addition to any other legal remedies available to CSH and shall not be considered CSH’s exclusive remedy.

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Service Recipient under the terms of this indemnification obligation.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

Nothing in this Agreement shall be construed to constitute CSH and the Service Recipient as being in a joint venture or legal partnership. It is understood and agreed that the status of the Service Recipient shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Recipient or its employees are employees or officers of CSH.

14. **Liability for Negligence.** Service Recipient shall be responsible for damages to the extent caused by the negligence of its officers, agents and employees arising from the performance of this Agreement. CSH shall be responsible for all damages to the extent caused by the negligence of its officers, agents and employees arising from the performance of this Agreement.

15. **Assignment and Subcontracting.** CSH shall not be obligated or liable under this Agreement to any party other than the Service Recipient named herein. The Service Recipient understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement and the Service Recipient herein named shall in any and all events be and remain responsible to CSH according to the terms of this Agreement.
It is the express intention of CSH and the Service Recipient that any person other than CSH or the Service Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. Conflict of Interest. The Parties agree that no employee of CSH shall have any personal or beneficial interest whatsoever in the services or property described herein and the Service Recipient further agrees not to hire or contract for services any employee or officer of CSH.

17. Tax Status. The Service Recipient has furnished CSH with (i) a copy of its letter from the Internal Revenue Service recognizing that the Service Recipient is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the “IRC”) and that it is not a private foundation as defined in IRC Section 509(a), or (ii) evidence that it is an appropriate government entity as described in Section 170(c)(1) of the IRC. The Service Recipient must provide CSH written notice within ten (10) business days of any change or potential change in the Service Recipient’s tax exempt or non-private foundation status.

18. Modification/Termination. CSH reserves the right to discontinue technical assistance to be provided under this Agreement if, in CSH’s sole discretion, such action is necessary. In the event that CSH determines, in its sole discretion, that Service Recipient has breached or failed to carry out any material provision of this Agreement, CSH may, in addition to other legal remedies, exercise its revocation rights. These include the right to terminate this Agreement.

If the Service Recipient does not adhere to the compliance requirements as stipulated in this Agreement, including, without limitation, CNCS’s terms and conditions, such as non-compliance on audits, CSH has the right to suspend or terminate this Agreement until the Service Recipient remedies such non-compliance to the satisfaction of CSH. Such suspension or termination for non-compliance with the terms and conditions shall be immediate, per written notification from CSH.

CSH shall terminate or suspend this Agreement for failure to comply with the stated Scope of Services outlined in Attachment I.

This Agreement shall automatically terminate upon the filing of any petition or the commencement of any proceeding by or against the Service Recipient for relief under bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of debts, reorganization, dissolution or liquidation. Service Recipient shall notify CSH within ten (10) business days in the event of any of the above.

Either Party may terminate this Agreement upon thirty (30) days written notification to the other Party. However, in the event that CNCS terminates its award to CSH pursuant to Section 4, this Agreement shall be immediately terminated. Upon termination, Service Recipient shall make all reasonable efforts to mitigate costs. Service Recipient shall furnish to CSH all necessary reports of research completed or in progress through the date of termination.

19. **Publicity.** Neither Party shall identify the other Party in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of the other Party or its entities, whether registered or not, or use the name, title, likeness, or statement of any employee, or consultant, without the other Party’s prior written consent. If Service Recipient is to use CSH’s logo in any print or electronic materials, the Service Recipient shall contact CSH to obtain its written consent, and to secure the appropriate logo file and to receive usage guidelines with which the Service Recipient shall comply. Any use of the other Party’s name shall be limited to statements of fact and shall not imply endorsement by that Party to the other Party’s products or services. Without further notice, CSH may include information regarding the Agreement, the amount and purpose of the Agreement, Service Recipient’s name, any photographs, logo or trademark of the Service Recipient, and other published/printed information or materials provided by the Service Recipient to CSH and Service Recipient’s activities, in CSH’s periodic public reports, newsletters, news releases or any other CSH publication or announcement produced or published by any means. Use of Service Recipient’s logos and trademarks excepting Service Recipient’s name requires prior approval, which shall not be unreasonably withheld and which shall be granted without further consideration.

20. **Acknowledgment of Support.** Publications created or developed and funded under the Agreement must be consistent with the purposes of the Agreement. CNCS’s logo may be included on such documents. The Service Recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Agreement.

“This material is based upon work supported by the Corporation for National and Community Service (CNCS) and Corporation for Supportive Housing under Social Innovation Fund Grant No. 16PShnY002. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS, Corporation for Supportive Housing or the Social Innovation Fund Program.”

21. **Sharing Results.** CSH reserves the right to use at its sole discretion any and all data, research, publications, and stories submitted to CSH. Program and outcome data shall be collected and shared for the benefit of CSH, CNCS, and the community at large. This data shall be used for research, analysis, and/or program effectiveness. As the data is made available to the community, it will be subjected to all applicable requirements regarding privacy and confidentiality. Service Recipient agrees to share the results and findings of the Service Recipient Evaluation Plan freely with other agencies, the professional public, the general public and policymakers. In addition, CSH retains the right to announce subaward and share results on its website, in its annual report, and in the media. Service Recipient is responsible for coordinating with CSH before any findings from evaluation studies are shared with the general community. CSH reserves the right to pre-publication review thirty (30) days prior to submission for review of publication for any dissemination of findings. The Service Recipient must include this Section 21, Shared Results in any agreements with contracted service providers including direct services and evaluation.
22. **Cooperation.** Service Recipient shall cooperate with CSH in the mutual effort to disseminate information concerning the Agreement, the program, and its results, including, but not limited to, providing the assistance CSH reasonably requests in complying with any dissemination plan CSH may adopt concerning the Agreement.

23. **Electronic Signatures and Electronic Records.** The Service Recipient consents to the use of electronic signatures by the Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by CSH in the manner specified by CSH. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

24. **Laws and Regulations.** The laws and regulations in this Agreement are in compliance with federal law and, to the extent not inconsistent therewith, the laws of the State of New York. The Parties agree to comply with all applicable local, state and federal laws and regulations regarding the work conducted under this Agreement, including criminal background checks. Service Recipient further agrees to comply with all applicable regulations included in Attachment III herein. All Service Recipient contractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein.

25. **Dispute Resolution.** If any dispute arises between the listed Parties in connection with this Agreement and it cannot be resolved by mutual agreement after meetings between the Parties, it shall be submitted to a neutral third party appointed by the American Arbitration Association or other arbitrator agreed to by the Parties. Arbitration shall be held in New York, New York, or at some other mutually agreeable location.

26. **Severability.** If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions shall be divisible from this Agreement and deemed to be deleted from the Agreement. If the deletion substantially alters the basis of the Agreement, the Parties shall negotiate in good faith to amend the provisions of the Agreement to give effect to the original intent of the Parties.

27. **Amendments or Changes.** Amendments or changes to this Agreement must be in writing and signed by each Party’s authorized representative.

28. **Representations & Certifications.** Service Recipient agrees to exercise its reasonable efforts to ensure that compliance, assurances and certifications required by CNCS are met. Such compliance, assurances and certifications required of the Service Recipient shall include all of the items listed and prescribed under Attachment III.

By signing this Agreement, the Service Recipient agrees to maintain current the aforementioned representations and certifications for the duration of the conduct of this program.
29. **Authority.** The undersigned certifies that he or she is a duly authorized officer of the Service Recipient and, as such, is authorized to execute this Agreement on behalf of the Service Recipient, to obligate the Service Recipient to observe all of the terms and conditions contained in this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Service Recipient all contract agreements, representations, receipts, reports, and other instruments of every kind.

30. **Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Service Recipient at:

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SERVICE RECIPIENT
County of McLean, Illinois
ATTN: XX
ATTN: William Wasson, County Administrator
ADDRESS
Room 401, Government Center
ADDRESS
115 E. Washington St.
Bloomington, IL 61701
PHONE
309-888-5110
EMAIL
admin@mcleancountyil.gov
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And if to CSH at:

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Corporation for Supportive Housing
Attn: Stephanie Mercier, Senior Program Manager
205 W. Randolph, 23rd Floor
Chicago, IL 60606
(312) 332-6690 ext. 22
stephanie.mercier@csh.org

Corporation for Supportive Housing
Attn: Ted Engchawadechasilp, Contracts Administrator
61 Broadway, Suite 2300
New York, New York 10006
(212) 986-2966 ext. 230
ted.eng@csh.org
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Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

31. **Attachments.** The Agreement has Attachments I – III:

- Attachment I  Scope of Services
- Attachment II  Budget (includes Budget Narrative)
- Attachment III  Requirements/Certifications for Service Recipients
32. **Background Checks.** The Service Recipient shall perform a background check on all individuals as required under, and in accordance with, 45 CFR §§2540.200 - .207 and all applicable state and local laws. Service Recipients must also ensure accompaniment and documentation of accompaniment of anyone with a pending check when in contact with vulnerable populations.

33. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** The Service Recipient must be registered on the Central Contractor Registration (“CCR”) currently at [https://www.sam.gov/](https://www.sam.gov/). Unless the Service Recipient is exempted from this requirement under 2 CFR 25.110, the Service Recipient must maintain, at least annually, the currency of information in the CCR until the final financial report that is required under this award is submitted or there is receipt of final payment, whichever is later.

The Service Recipient must have a Data Universal Numbering System (“DUNS”) Number. No entity may receive an award until the DUNS number is provided to CSH.

34. **Entire Agreement.** This Agreement represents the entire agreement and understandings between the Parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the Parties regarding this subject matter.
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first above written.

COPRORATION FOR SUPPORTIVE HOUSING

__________________________________________  ___________________________
Signature                                  Signature

David Provost  John McIntyre
Name Name of Authorized Signer

Chief Financial Officer  County Board Chair
Title Title
Attachment I
Scope of Services
Term: June 1, 2017 to December 31, 2018

1. The term noted above represents the total period over which services may be provided. CSH may at its sole discretion, terminate assistance prior to this date if the scope of services is completed or if it determines that it will not be possible to complete the full scope of services due to strategic considerations or a lack of participation on the part of the Service Recipient.

2. Service Recipient will provide a lead point of contact for CSH for the duration of the project as well as an identified point person for data integration and PFS efforts. These contacts will respond promptly to CSH and participate in webinars, calls and meetings to further the achievement of the activities outlined in this section. CSH will also provide a lead point of contact as well as additional staff with specific expertise who will respond promptly and fully collaborate with the Service Recipient. If any of these designated staff leave their respective organizations or roles, a new point of contact will be promptly identified.

3. Participate with other selected communities, CSH, DSaPP, and the project evaluator in a Learning Collaborative designed to identify systems change opportunities spurred by data integration, learn best practices in using integrated data to reform systems, FUSE, PFS and other topics to be identified.

4. Coordinate and facilitate a site visit during the project period, and make available key members of the team to discuss with CSH and the University of Chicago team questions relating to pay for success, data collection processes, data quality, and service flow within the community.

5. Attend one in-person program-wide convening and ensure key members of the team are available to participate.

6. Data Integration and Matching: Participate in the design of a secure, web-based tool where jail and homeless data is matched for purposes of identifying individuals that are frequent users of both systems and for whom outcomes could be improved via connection to supportive housing.

This work may include but is not limited to:

a) Work collaboratively with CSH and the University of Chicago Center for Data Science and Public Policy (DSaPP) to determine the system requirements for the tool, data structuring, and reporting requirements. This collaboration will test the tool, establish parameters for regular matching, develop and test reporting functionality, and create file exports for integration with other community systems, such as hospitals and health data exchanges.

b) Collaborate with CSH and other participating communities to develop a data integration blueprint so additional communities can use the tool and replicate the work. This would include recommendations on using the matched data to support other data integration efforts, such as those in the health and behavioral health sectors.

c) Further the goals of the Data-Driven Justice initiative particularly through ensuring that one or more members of the criminal justice system are engaged in the project design and that supportive housing is included as a solution to which people can be diverted.

d) Receive support on systems change and building the structural capacity to use data to target vulnerable populations in to supportive housing.

e) Submit a plan to sustain the tool at the end of the project period.
7. **Supportive Housing Intervention:** Work collaboratively with CSH to design a supportive housing initiative targeted to persons who are frequent users of the homelessness and criminal justice systems. This effort includes but is not limited to:
   a. Identify a target population for the initiative
   b. Collaborate with CSH to understand available housing and service resources that may be leveraged to put the intervention into place.
   c. Work with CSH to design the entrance and enrollment procedures for the initiative.

8. **Pay for Success:** Work collaboratively with CSH to explore or further the use of Pay for Success as a tool to implement supportive housing for the target population. This effort includes but is not limited to:
   a. Working with CSH to develop and execute a strategy to secure end payer commitment from one or more entities that would make success payments if a PFS effort moved forward.
   b. With CSH as the lead, participate in the development of a PFS landscape summary that will include at minimum:
      - One or more target populations that could be targeted for a SH initiative based on the data analysis
      - Cost benefit analysis with the target population to evaluate potential opportunities to use PFS as a tool to implement SH for the target population or to further articulate the anticipated value creation from implemented such a model.
      - Outcomes that could be generated through connecting the target population with supportive housing and links to evidence to develop this
      - Action plan to continue progress through PFS feasibility or within transaction structuring.
Attachment II
Budget
Attachment III
Requirements/Certifications for Service Recipients

Requirements

Federal laws and regulations to which, if applicable, the Service Recipient agrees to comply with include, but are not limited, to the following:


2 CFR Parts 180 and 2200—Nonprocurement Debarment and Suspension

2 CFR Parts 182 and 2245; 45 CFR Part 2545—Government-wide Requirements for Drug-Free Workplace

2 CFR Part 215 and 45 CFR Part 2543—Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2 CFR Part 225—Cost Principles for State, Local, and Indian Tribal Governments Organizations (OMB Circular A-87)

2 CFR Part 230—Cost Principles for Non-Profit Organizations (OMB Circular A-122)

42 U.S.C. §12653k—Funds

45 CFR Parts 2510, 2522, 2540, 2551 and 2552—Criminal History Check Requirements

45 CFR Part 2541—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

45 CFR Part 2555—Nondiscrimination On The Basis Of Sex in Education Programs or Activities Receiving Federal Financial Assistance

The Single Audit Act of 1984, as amended (31 U.S.C. Chapter 75) and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or
regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F)

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.

Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.


P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

45 CFR 2541 to 2543, Other Statues, Regulations and Authorities

All other Federal laws, executive orders, regulations, application guidelines, and policies governing the SIF.

Grant Program Civil Rights and Non-Harassment Policy

CNCS has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual’s gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, shall immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of
this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.
Certifications

General

The Service Recipient certifies that it:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this Agreement;
- Will give the CSH, CNCS, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- Will use the funds received hereunder in order to replicate or expand proven initiatives, or support new initiatives, in low-income communities; and
- Commit to cooperate with any evaluation activities undertaken by CNCS or CSH.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335. What information must I provide before entering into a covered transaction with a Federal agency? The Service Recipient certifies that neither the Service Recipient nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

The Service Recipient shall notify CSH in writing within 10 business days if at any time it learns that it failed to disclose that it or any of its principals were debarred, suspended, ineligible, or excluded at the time the Parties executed this Agreement, or if due to changed circumstances the Service Recipient or any of its principals have subsequently been debarred, suspended, ineligible, or excluded by a federal Service Recipient.

Drug Free Workplace
This certification is required by CNCS’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 2 CFR Parts 182 and 2245. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CSH determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension of termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

The Service Recipient certifies that it will provide a drug-free workplace by:

A. Publishing a drug-free workplace statement that:
   a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace;
   b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
   c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;

B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;

C. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The grantee’s policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;

D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;

E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
   a. Taking appropriate personnel action against the employee, up to and including termination; or
   b. Requiring that the employee participate satisfactorily in a drug abuse assistance rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).
Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, the Service Recipient certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the Service Recipient, to any person or agent acting for the Service Recipient, related to activity designed to influence the enactment of legislation, appropriations, administrative action, proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

- 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 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 Service Recipient will submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- The Service Recipient will require that the language of this certification be included in the award documents for all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subcontractors will certify and disclose accordingly.

- If applicable, grant funds are not earmarked to be used in any disallowed attempt to influence legislation within the meaning of IRC Section 4945(e), or to engage in any other activity which, if conducted directly by CSH, would result in the imposition of any tax on CSH under IRC Chapter 42. If the program involves public policy issues, CSH is relying upon Service Recipient’s representations, made in Service Recipient’s grant request and proposed budget, that the amount of this Agreement does not exceed the amount budgeted by Service Recipient for activities of the program that are not disallowed attempts to influence legislation within the meaning of IRC Section 4945(e).

- If applicable, Service Recipient shall not use any portion of the grant funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRC Section 4945(f), to induce or encourage violations of law or take any other action inconsistent with IRC Section 501(c)(3).

Nondiscrimination; Public Notice and Records Compliance

The Service Recipient commits that it will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability. (d)
The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this application.

The Service Recipient will notify Service Recipients, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Service Recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS. Sample language is:

*This program is available to all, without regard for race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of CNCS. If you believe that you or others have been discriminated against, or if you want more information, contact: (Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and email address of the Service Recipient) or Office of Civil Rights and Inclusiveness Corporation for National and Community Service 1201 New York Avenue, NW Washington, DC 20525 (800) 833-3722 (TTY and reasonable accommodation line) (202) 565-3465 (FAX); eo@cns.gov (email)*

The Service Recipient must include information on civil rights requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Service Recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is *This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion.* Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Service Recipient shall
take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

The Service Recipient must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the Service Recipient is complying with the civil rights statutes and implementing regulations. When applicable, where the Service Recipient extends federal financial assistance to sub-recipients/subgrantees, such sub-recipients/subgrantees must make available compliance information to the Service Recipient so it can carry out its civil rights obligations.
TO: Honorable Chairman and Members, Executive Committee  
FROM: Bill Wasson, County Administrator  
DATE: July 7, 2017  
RE: County Administration FTE Resolution-BHCC Program Supervisor  

Over the past 12 months, as a part of the McLean County Mental Health Action Plan, the County Administrator’s Office has coordinated successful solicitation of several grant initiatives including the Department of Justice-Justice-Mental Health Collaboration Grant, The Corporation for Supportive Housing Data Integration/ Pay for Success Grant, the SAMHSA Assisted Outpatient Treatment Technical Assistance Grant, and the Illinois Criminal Justice Information Agency Collaborative Counties Technical Assistance Grant. 

Additionally, the Administrator’s Office has worked with County agencies and community partners to evaluate several other grant opportunities, for which community information was insufficient at this time to apply. On June 9, 2017, the Behavioral Health Coordinating Council reviewed information with respect to grant writing opportunities, grant administration requirements and Coordination Council activity responsibilities. The Behavioral Health Coordinating Council recommended the utilization of Behavioral Health/Public Safety shared sales tax funding, as outlined in the intergovernmental agreement with the City of Bloomington and Town of Normal, to provide a grants writer/program supervisor for these activities. The County Administrator’s Office concurs with both the need and sufficiency of revenue from the dedicated funding of the shared sales tax to support a 1.0 FTE position within the County Administrator’s Office.
RESOLUTION AMENDING THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION FOR 2017
FUND 0001 DEPARTMENT 0002 COUNTY ADMINISTRATION

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 15, 2016 which became effective on January 1, 2017; and,

WHEREAS, as part of the McLean County Mental Health Action Plan, over the past 12 months the County Administrator’s Office has coordinated successful solicitation of several grant initiatives including the Department of Justice-Justice-Mental Health Collaboration Grant, The Corporation for Supportive Housing Data Integration/ Pay for Success Grant, the SAMHSA Assisted Outpatient Treatment Technical Assistance Grant, and the Illinois Criminal Justice Information Agency Collaborative Counties Technical Assistance Grant; and

WHEREAS, the Behavioral Health Coordinating Council, as outlined in the intergovernmental agreement with the City of Bloomington and Town of Normal has recommended the utilization of funding to provide a grants writer/program supervisor for these activities; and

WHEREAS, the County Administrator’s Office staff includes employees covered under the Funded Full-Time Equivalent Positions (FTE) Resolution; and

WHEREAS, the Executive Committee at its July 11, 2017 meeting recommended the change in positions in the County Administrator’s Office, and the Finance Committee, at its July 18, 2017 meeting recommended approval of this change in the Full-Time Equivalent Positions Resolution for the 2017 Fiscal Year and thereafter; now, therefore,

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

<table>
<thead>
<tr>
<th>Acct</th>
<th>Class</th>
<th>Grade</th>
<th>Class Name</th>
<th>Now</th>
<th>Amend</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>0503</td>
<td>0012</td>
<td>8408</td>
<td>Program Supervisor</td>
<td>0.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

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

ADOPTED by the McLean County Board this 18th day of July, 2017.

ATTEST

Kathy Michael, Clerk of the County Board,
McLean County, Illinois

APPROVED:

John D. McIntyre, Chair
McLean County Board
An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2017
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 15, 2016, 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 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001, McLean County Board 0001 and McLean County Administration 0002, Fund 0007 Shared Sales Tax, Non-Departmental 099, Fund 130, Social Security 0069 and Fund 131, IMRF 0071

WHEREAS, the Executive Committee at its regular meeting on July 11, 2017 approved an Emergency Appropriation Ordinance and a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2017 in the General Fund 0001 County Board 0001 adding 0.33 FTE for the balance of 2017 (1.0 FTE for full year) in General Fund 0002, County Administration 0002, Program 0001; and

WHEREAS, the Finance Committee at its special meeting on July 18, 2017, concurred and approved and recommended to the County Board a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2017; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County General Fund 0001, County Board 0001 and County Administration 0002; Shared Sales Tax Fund 0007, Non-Departmental 0099; Fund 0130, Social Security 0069 and Fund 0131, IMRF 0069 the following appropriation:

<table>
<thead>
<tr>
<th>Account</th>
<th>ADOPTED/AMENDED</th>
<th>ADD (SUBTRACT)</th>
<th>AMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0007-0099-0099-0500.0000</td>
<td>$3,200,998.00</td>
<td>($ 27,014.00)</td>
<td>$3,173,984.00</td>
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<tr>
<td>Budget Balance Acct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0007-0099-0099-0999.0001</td>
<td>$1,199,002.00</td>
<td>$ 27,014.00</td>
<td>$1,226,016.00</td>
</tr>
<tr>
<td>Transfer to other funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001-0001-0001-0450.0001</td>
<td>$448,297.00</td>
<td>$ 22,620.00</td>
<td>$ 470,917.00</td>
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<tr>
<td>Transfer from other funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001-0002-0002-0503.0001</td>
<td>$479,880.00</td>
<td>$ 20,470.00</td>
<td>$ 500,350.00</td>
</tr>
<tr>
<td>Full-Time Employee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001-0002-0002-0599.0002</td>
<td>$32,290.00</td>
<td>$ 2,150.00</td>
<td>$34,440.00</td>
</tr>
<tr>
<td>Employee Medical /Life</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

55
<table>
<thead>
<tr>
<th>Transfer from other funds</th>
<th>$0.00</th>
<th>$2,828.00</th>
<th>$2,828.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>0130-0069-0070-0450.0011</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Security Contribution</td>
<td>$2,217,823.00</td>
<td>$2,828.00</td>
<td>$2,220,651.00</td>
</tr>
<tr>
<td>0130-0069-0070-0599.0003</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer from other Funds</td>
<td>$0.00</td>
<td>$1,566.00</td>
<td>$1,566.00</td>
</tr>
<tr>
<td>0131-0069-0071-0450.0011</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IMRF Contribution</td>
<td>$3,982,911.00</td>
<td>$1,566.00</td>
<td>$3,984,477.00</td>
</tr>
<tr>
<td>0131-0069-0071-0599.0001</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and County Clerk.

ADOPTED by the McLean County Board the 18th day of July, 2017.

ATTEST: 

Kathy Michael, Clerk of the County Board
McLean County

APPROVED: 

John D. McIntyre, Chairman
McLean County Board
June 20, 2017

To: Honorable Members of the Executive Committee, Finance Committee, Land Use and Development Committee, Property Committee, Transportation Committee, Justice Committee, and Health Committee

From: Bill Wasson, County Administrator

Re: Positions filled from May 25, 2017 – June 19, 2017

<table>
<thead>
<tr>
<th>Department</th>
<th>Oversight Committee</th>
<th>Position</th>
<th>Number of Hires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coroner</td>
<td>Justice</td>
<td>Deputy Coroner</td>
<td>1</td>
</tr>
<tr>
<td>Court Services</td>
<td>Justice</td>
<td>Probation Officer I</td>
<td>1</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>Health</td>
<td>Food Services Assistant</td>
<td>1</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>Health</td>
<td>Certified Nursing Assistant</td>
<td>2</td>
</tr>
</tbody>
</table>
Fund: 0001  Department: 0043 - Information Technologies  Date: 7/5/2017

<table>
<thead>
<tr>
<th>Program No.</th>
<th>Line-Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0043-0047</td>
<td>0850.0001</td>
<td>Capitalized Assets</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>0043-0047</td>
<td>0750.0004</td>
<td>Software License Agree</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

Reason for the overdraw and resulting need to transfer funds: (Identify overdraw/transfer explanation by numbering to correspond with transfer listed above.)

Procurement savings in Capitalized Assets will allow us to address the upcoming budgetary impact of Microsoft licenses expiring. By doing this we can avoid larger lump sum requests over the next two budget cycles and spread the associated work load over 3 fiscal years with limited staff impact.

*Signature of a Department Head is required.

Signature of Department Head