



LEGISLATIVE SUB-COMMITTEE AGENDA
Room 400, Government Center

Tuesday, March 9, 2010
3:30 P.M.

1. Call to Order
2. Roll Call
3. Items Presented for Action:
 - A. Request Approval of the 2010 Legislative Program 1-2
 - 1) **Oppose** Unfunded Mandates, especially continuing erosion of Probation Officer Reimbursement
 - 2) **Protect** the Local Government Distributive Fund from any reductions or dilutions
 - 3) **Make it Permissive** for Counties to Publish Assessment Notices in a Newspaper
 - 4) **Amend** 55 ILCS 5/5 – 1114 to allow a Code Enforcement Officer to issue a Notice to Appear
 - 5) **Amend** SB 2275 to provide sufficient funding to offset the additional costs that will be imposed on Juvenile Detention Centers
 - 6) **Amend** FOIA Laws
 - B. Request Approval of a Contract between the County of McLean and Anderson Legislative Consulting for Professional Services 3-7
4. Adjournment

McLean County 2010 Legislative Program

1. Oppose Unfunded Mandates, especially continuing erosion of Probation Officer Reimbursement.

We estimate our Probation Officer salary reimbursement revenue will fall below 50% of total eligible costs during 2010—2011. We are being forced to reduce support to other local programs to make up the state's failure to comply with statutes. Other examples of unfunded mandates include the Cindy Bischof Law, new Freedom of Information Act requirements and the Undervote Notification Law.

2. Protect the Local Government Distributive Fund from any reductions or dilutions

In November of 2008 the Governor proposed to reduce the amount of State Income tax revenue that is deposited into the LGDF for distribution to local governments. Although the Governor's proposal was not supported by the leadership of the General Assembly, all local government bodies need to be prepared to defend future similar efforts.

3. Make it Permissive for Counties to Publish Assessment Notices in a Newspaper.

4. Amend 55 ILCS 5/5 – 1114 to allow a Code Enforcement Officer to issue a Notice to Appear

This would provide additional authority to a Code Enforcement Officer to issue a Notice to Appear immediately upon discovering a building or subdivision code violation, and would put an end to the pattern of repeat offenders waiting to correct a violation until immediately prior to a hearing on the violation.

5. Amend SB 2275 to provide sufficient funding to offset the additional costs that will be imposed on Juvenile Detention Centers

SB 2275 raises the age of Juvenile Offenders to Include 17 year old misdemeanants. It is estimated that this will result in a 33% increase in the number of juvenile interviews and police reports that are currently written. At least \$25 million in additional funding would be required to fund this workload increase.

6. Amend FOIA Laws

One of the fundamental purposes of public bodies is to be free and open to their citizens and other stakeholders. The amendments to the Freedom of Information Act attempt to do so, but in some instances they place an undue and unnecessary burden on local governments. Areas that need to be addressed include

- Potential abuse of commercial requests; give public bodies discretion to respond or deny commercial requests. Allow public bodies to ask questions to clarify requests, and begin the 5-day response clock after the request is clarified.
- Exempt the names and identities of minors who participate in park district or municipal recreation agency programs.
- Exempt personnel records, performance reviews, employment applications, and personnel files.
- Provide that judicial review of a Public Access Counselor opinion would be heard in the county where the public body is located -- not limited to Cook or Sangamon counties.
- Eliminate the costly requirement for a citation of factual basis and a citation to supporting legal authority for each FOIA denial.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into this 16th day of March, 2010, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", and Anderson Legislative Consulting, hereinafter known as "the Consultant".

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5/5-1005 to make all contracts and do all other acts in to the concerns of the County necessary to the exercise of corporate powers; and

WHEREAS, McLean County Board has recognized the necessity to provide professional contract services for legislative activities related to the State of Illinois' General Assembly; and

WHEREAS, the Consultant has the capacity to provide such services;

NOW, THEREFORE:

1. Anderson Legislative Consulting is hereby retained as a consultant for the McLean County Board, in accordance with the provisions of this Contract.
2. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, the work and services described in Attachment "A", Part I, which is attached hereto and made a part hereof.
3. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the County shall be kept informed concerning the progress of the work and services to be performed hereunder. The County may require the Consultant to meet with designated officials of the County from time to time to review the work. Reasonable prior notice such review meetings shall be given the Consultant.
4. The County may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this contract.
5. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.
6. The services of the Consultant are to commence no later than five days the execution of this contract by both parties.
7. The Consultant, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Consultant's activities pursuant to this contract.
8. The Consultant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations this agreement.

However, the County reserves the right to review the Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

9. Nothing in this agreement shall prevent the Consultant from engaging in any other consulting activities or businesses apart from the services provided by this contract.
10. Recognizing the potential for a conflict of interest in the activities of the Consultant on behalf of other clients, compared to the interests of the County, the Consultant shall:
 - a) within five business days of the signing of this Contract, provide to the County a complete written listing of all current clients of the Consultant.
 - b) during the term of this Contract, in writing to the County, no less than ten days after any such agreement, new clients who are represented by the Consultant.
 - c) report immediately to the County any specific legislation on which the Consultant's obligations on behalf of the County and any other client, differ. Consultant shall explain which client, County or the other client, he intends to represent and why. Upon the request of the County, Consultant shall provide this information in written form.
11. Nothing in this agreement shall prevent the consultant from utilizing the services of others in the performance of this Contract. The Consultant and County agree that the County has no obligation to pay such others, as they remain the obligation of the Consultant. If such others represent any client, then the provisions of #1 directly above shall apply to them in the same manner as they apply to the Consultant.
12. The Consultant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, and such other fees as required by law.
13. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
14. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable and required to be reflected or set forth herein or incorporated herein by reference.
15. No waiver of any breach of this contract or any provision hereto shall constitute a waiver any other or further breach of this contract or any provision thereof.
16. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
17. This contract may not be assigned by either party without the prior written consent of the other party.

18. This contract may be terminated during its term at the request of either party upon one party providing the other with thirty (30) days' written notice prior to the effective date of such termination. In the case of termination of this Contract prior to the scheduled termination, the compensation obligation of the County shall be determined by prorating the total amount on the basis of the number of months of service provided.
19. This contract severable and the invalidity or unenforceability of any provisions of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
20. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
21. Should either party desire to renew this contract beyond the termination date, forty (40) days written notice prior to the termination date shall be given by the party wishing to do so.
22. All notices shall be mailed by certified copy to the following address:
For the Consultant:
Mr. Taylor Anderson,
Anderson Legislative Consulting
15 Fairview Lane
Springfield, IL 62707

For the McLean County Board:
Mr. Walter F. Lindberg
County Administrator
Government Center
115 East Washington Street, Room 401
Bloomington, Illinois 61701
23. The parties agree that the foregoing and the attached document "A" constitute all of the agreement between the parties.
24. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "A", Part II.

IN WITNESS WHEREOF, the parties have affixed their respective signatures on the 16th day of March, 2010.

CONSULTANT:

By: _____
Taylor Anderson,
Anderson Legislative Consulting

COUNTY:

By: _____
Matt Sorensen,
McLean County Board

ATTEST:

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

ATTACHMENT A

PART I. SCOPE OF WORK

In order to assist McLean County in performing its legislative program, including providing representation on issues of interest to County Government which arise during a legislative session, the Consultant will perform the following duties for the regular and veto sessions of the Illinois General Assembly:

Weekly teleconferences with a designated point person, that person being either the County Administrator or the Assistant County Administrator.

Monthly legislative reports, available no later than the 25th day of the preceding month.

- 1 Legislative Alerts on targeted legislation.
- 2 Weekly legislative updates.
- 3 Coordinate meetings with legislators, Governor's office and committee staff as necessary.
- 4 Represent the County's position on legislation affecting County Government to legislators elected from the County as well as other appropriate legislators.
- 5 Develop legislative user files on behalf of the County on a legislative computer service, and provide same to the County.
- 6 Draft legislation and amendments on behalf of the County.
- 7 Organize and oversee a legislative day in Springfield for the County, if the County so desires.

PART II. COMPENSATION

McLean County agrees to compensate Anderson Legislative Consulting the sum of Seven Thousand Five Hundred Dollars (\$7,500) per year to perform the services outlined in this Attachment from the execution of this contract through December 31, 2010, such compensation to be paid not less once per year upon receipt of an invoice for services.