

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

NOVEMBER 18, 2009



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

PROCEEDINGS OF THE TAZEWELL COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS WERE
HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN ON
WEDNESDAY, NOVEMBER 18, 2009.

BOARD MEMBERS WERE CALLED TO ORDER AT 6:03 P.M. BY CHAIRMAN DAVID
ZIMMERMAN PRESIDING WITH THE FOLLOWING MEMBERS PRESENT: ACKERMAN, ANTONINI,
BERARDI, CARIUS, CRAWFORD, DONAHUE, B. GRIMM, D. GRIMM, HAHN, HARRIS,
HILLEGONDS, HOBSON, IMIG, MEISINGER, NEUHAUSER, PALMER, SINN, STANFORD,
SUNDELL, VANDERHEYDT AND VONBOECKMAN.

ABSENT: 0.

INVOCATION WAS GIVEN BY MEMBER ZIMMERMAN, FOLLOWED BY MEMBER ZIMMERMAN
LEADING THE PLEDGE OF ALLEGIANCE.

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WEDNESDAY, NOVEMBER 18, 2009

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****Recess to December 17, 2009****

Motion by Member Hobson second by Member Carius to approve Res #20. Motion to return to committee. Motion by Member Hobson, second by member Neuhauser. Return to committee. Carried by Voice Vote

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following **ORDINANCE** and recommends that it be adopted by the Board:

Lincoln A. Hobson
Jim Carius

[Signature]

[Signature]

ORDINANCE

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached ordinance prohibiting video gaming in the unincorporated area of Tazewell County.

WHEREAS, the ordinance will be effective upon adoption.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation subject to the opinion of the State's Attorney.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk, the Auditor, the Sheriff, and the State's Attorney of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

20

TITLE 3 – CHAPTER 2

An Ordinance Prohibiting Video Gaming Within the Unincorporated Area of Tazewell County, Illinois (aka Tazewell County Video Gaming Prohibition Ordinance)

WHEREAS, the Illinois Video Gaming Act was approved by the Illinois State Legislature and became law on July 13, 2009; and

WHEREAS, the Act authorizes the operation of video gaming devices by allowing up to five units at each licensed bar, restaurant, fraternal organization, veterans organization and truck stop in the State of Illinois; and

WHEREAS, Section 27 of the Illinois Video Gaming Act authorizes counties to prohibit video gaming in unincorporated areas of a county; and

WHEREAS, the County Board, having considered the issues, finds it is in the best interests of the unincorporated area specifically and County residents in general to prohibit video gaming within the unincorporated area of Tazewell County; and

WHEREAS, the County Board determines that such prohibition will promote the public welfare and have positive public safety ramifications; and

WHEREAS, it is the intent of the Tazewell County Board to enact this ordinance to prohibit video gaming and the operation of video gaming terminals within the unincorporated area of Tazewell County to the full extent allowed by the Illinois Video Gaming Act.

NOW THEREFORE BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

3 TCC 2-1 Title

This Chapter shall be known as the Tazewell County Video Gaming Prohibition Ordinance.

3 TCC 2-2 Purpose

The purpose of this article is to promote public safety and welfare by prohibiting video gaming devices in the unincorporated area of Tazewell County.

3 TCC 2-3 Terms and Definitions

The terms and definitions provided in the Illinois Video Gaming Act (230 ILCS 40/1 et.seq.) and as amended from time to time by the Illinois General Assembly are adopted and apply to this ordinance.

3 TCC 2-4 Enabling Authority.

Pursuant to Section 27 of the Illinois Video Gaming Act (230 ILCS 40/1 et seq.), counties may, by ordinance, prohibit video gaming within the unincorporated area.

3 TCC 2-5 Prohibition

Video gaming is prohibited in all unincorporated areas of Tazewell County.

3 TCC 2-6 Immediate Removal of prohibited terminals

Video gaming terminals shall be immediately disabled by the owner, lessee or operator upon adoption of this ordinance. Video gaming terminals shall be immediately or as soon as practicable, removed from the premises of any business, building, bar, restaurant, fraternal organization, veterans organization, truck stop upon adoption of this ordinance.

3 TCC 2-7 Severability

If a court of competent jurisdiction shall adjudge to be invalid, or unconstitutional, any clause, sentence, paragraph or part of this Ordinance, such judgment or decree shall not affect, impair invalidate, or nullify the remainder or this Ordinance, but the effect thereof shall be confined to the clause, sentence, paragraph, or part of this Ordinance so adjudged to be invalid or unconstitutional.

3 TCC 2-8 Effective Date

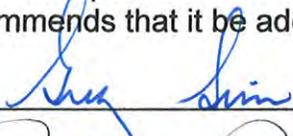
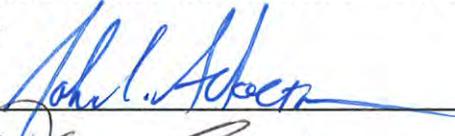
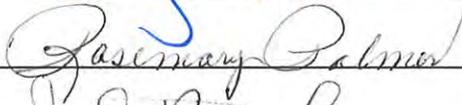
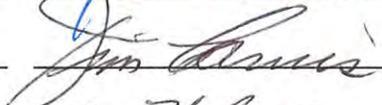
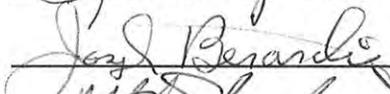
This Ordinance shall be in full force and effect from and after its passage and approval by the Tazewell County Board.

APPROVED THIS 18TH DAY OF NOVEMBER, 2009, IN PEKIN,
ILLINOIS

COMMITTEE REPORT

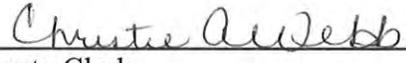
Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

PASSED THIS 18th DAY OF NOVEMBER, 2009

ATTEST:

 _____	 _____
County Clerk	County Board Chairman





BE IT RESOLVED, by the County Board of TAZEWELL County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) , beginning at a point near

NOT APPLICABLE

and extending along said route(s) in a(n) direction to a point near

, a distance of approximately ; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be FOR

COUNTY ENGINEER'S SALARY, IMRF, INSURANCE & EXPENSES FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2010 (Describe in general terms)

and shall be designated as Section 09-00000-00-CS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by N/A ; and

(insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of ONE HUNDRED FORTY FIVE

THOUSAND AND NO/HUNDRETHS dollars, (\$145,000.00)

from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

12/18/09

Date

Department of Transportation

Regional Engineer

I, Christie A. Webb County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Tazewell County, at its regular

meeting held at Pekin, Illinois

on November 18, 2009

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Pekin, Illinois

in said County, this 18th day of November A.D. 2009

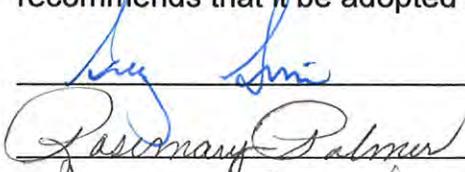
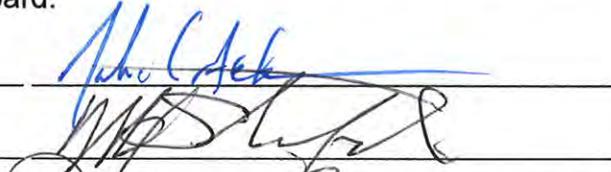
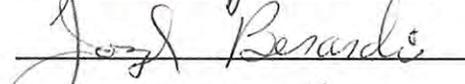
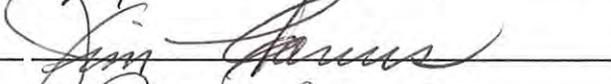
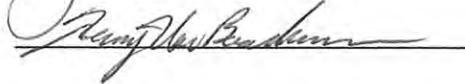
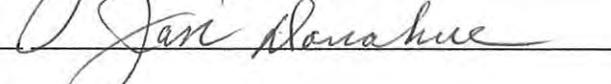
(SEAL)

Christie A. Webb County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, there exists a bridge on Broadway Road over Mud Creek on the Tremont and Morton Township line maintained by Tremont Road District; and

WHEREAS, said bridge is in need of replacement and the Tremont and Morton Road Commissioners have petitioned the County Engineer for assistance in replacing said bridge; and

WHEREAS, said bridge has an estimated cost of \$1,350,000.00 and not \$991,520.00 as previously stated in a resolution dated and passed by the Tazewell County Board on the 30th day of May, 2007 and the Illinois Department of Transportation has approved an amount of \$736,000.00 of funding for said bridge under the Township Bridge Lapse Pool Program; and

WHEREAS, said bridge replacement is to be paid for using \$736,000.00 from the Township Bridge Lapse Pool Program, \$208,500.00 from the Township Bridge Program, and the remainder being paid by Tremont Road District, Morton Road District and the County (FY 2008) per adopted rules and regulations; and

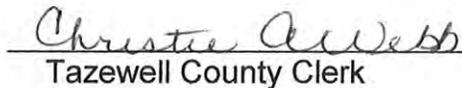
WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer proceed with the preparation of design, plans and bidding documents to construct said structure;

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, the Illinois Department of Transportation, and the County Engineer of this action.

ADOPTED this 18th day of November, 2009.

ATTEST: 
Tazewell County Board Chairman


Tazewell County Clerk

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Local Agency Tremont Road District	 Illinois Department of Transportation Local Agency/State Amendment #1	Job Number - Construction C-94-126-07
Section 03-18127-00-BR		Job Number - Engineering/ROW

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Broadway Road Route TR 71A Length 1,100 ft.

Termini Sta. 10+00 to Sta 21+00

Current Jurisdiction Tremont Road District

Exist. SN 090-3070 Prop. SN 090-3240

Project Description

Remove and Replace structure carrying Broadway Road over Mud Creek in Tazewell County, 3.5 miles east of I-155

Division of Cost

Type of Work	TBP Lapse Pool	TBP	LA	Total
Participating Construction	736,000*	208,500**	405,500***	1,350,000
Non-Participating Construction				0
Preliminary Engineering				0
Construction Engineering				0
Right-of-Way				0
TOTAL	\$736,000	\$ 208,500	\$ 405,500	\$1,350,000

Note: * 80% TBP Lapse Pool funds NTE \$736,000 to be used first
 ** 80% TBP funds to be used second
 ***Remaining balance will be the responsibility of the local agency

Payment Method (check one):

- Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
 3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
 4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
 5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
 6. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
 7. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
 8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
 9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
 10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
 11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
-

Local Agency Tremont Road District	Section 03-18127-00-BR
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B - Jurisdiction Addendum

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

David Zimmerman
(Print or Type Name)

County Board Chairperson

(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

4/20/09

TIN Number

37-6002170

NOTE: If signature is by an APPOINTED official, a resolution said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

4/29/10
Date

By:

Delegate's Signature

(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer

4/29/10
Date

Ellen J. Schanzle-Haskins, Chief Counsel

4-23-10
Date

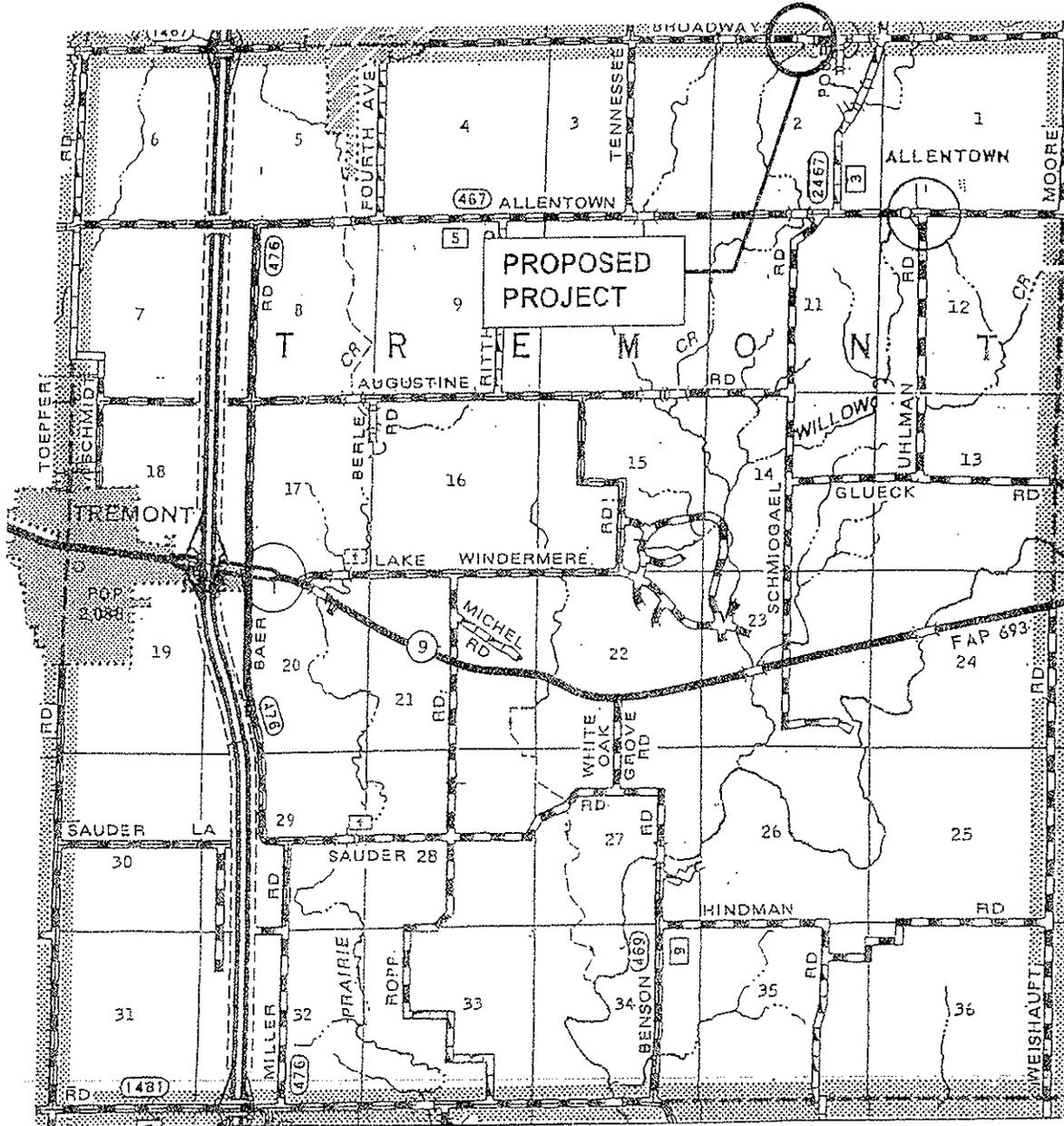
Ann L. Schneider, Director of Finance and Administration

4/28/10
Date

Local Agency
Tremont Road District

Section
03-18127-00-BR

R. 3 W. OF THE 3RD P.M.



T. 24 N.



EXISTING S.N. 090-3070
 PROPOSED S.N. 090-3240

TAZEWELL COUNTY
TREMONT ROAD DISTRICT
SECTION 03-18127-00-BR
T.R. 71A OVER MUD CREEK

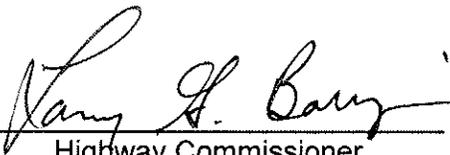
03-18

ADDENDUM #2

Jurisdiction (Tremont Road District)

The ROAD DISTRICT hereby agrees:

1. To the implementation of the structure replacement by the STATE and LA.
2. To retain jurisdiction of the safety structure replacement along Broadway Road (TR 71A) over the Mud Creek (Existing SN 090-3070, Proposed SN 090-3240).
3. To maintain or cause to be maintained in a manner satisfactory to the STATE, the completed structure along Broadway Road (TR 71A) over the Mud Creek.



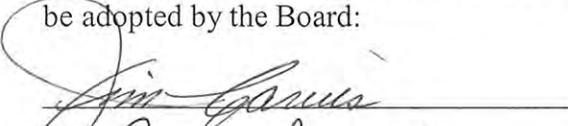
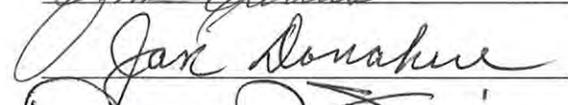
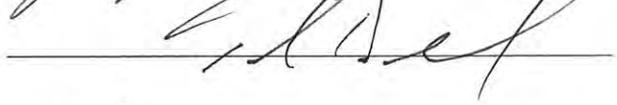
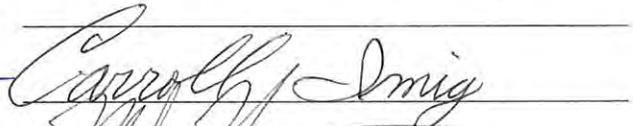
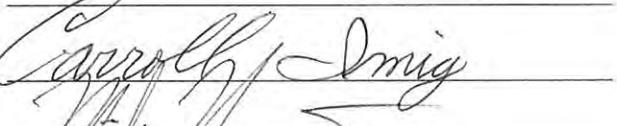
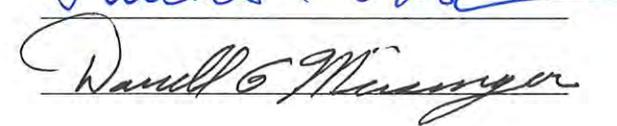
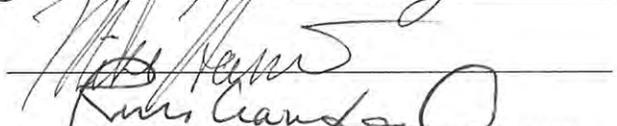
Highway Commissioner
Tremont Road District
12-8-09

Date

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the final adjournment of the Board of Review in counties of 100,000 or more inhabitants shall adjourn no later than December 31 of the assessments year per the Illinois Property Tax Code (35 ILCS 200/16-35); and

WHEREAS, the work for the 2009 assessment year is not yet complete.

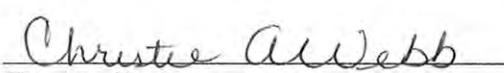
WHEREAS, Gary Twist, Clerk of the Board of Review respectfully requests authorization from the Tazewell County Board to convene until such time as the assessment year work is complete.

THEREFORE BE IT RESOLVED that the Tazewell County Board authorizes the Board of Review to convene until the assessment year work is completed.

BE IT FURTHER RESOLVED, that the County Clerk notifies the County Board Office and the Clerk of the Board of Review Gary Twist of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:


County Clerk

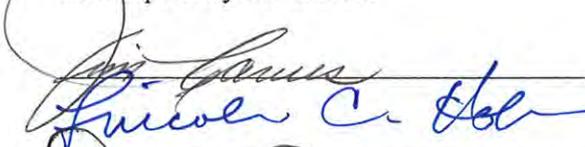
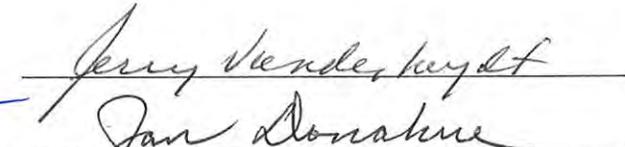
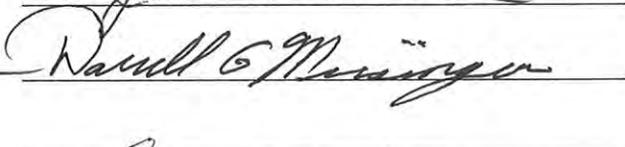
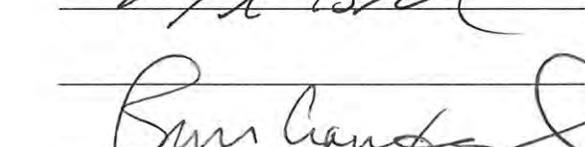
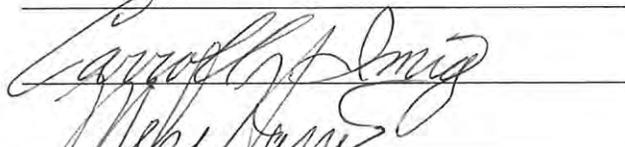
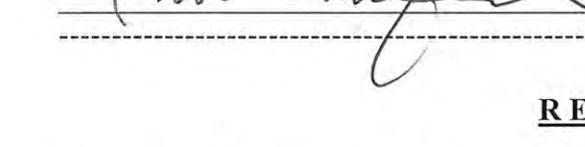
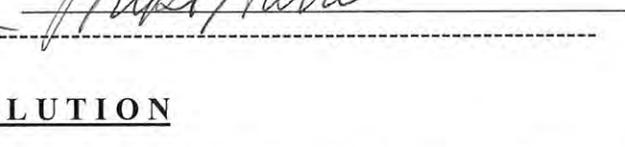

County Board Chairman

6

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for County Board:

Transfer \$1,800.00 from Human Resources Manager Line Item (100-913-511-022) to to Recruitment/Relocation Expense Line Item (100-111-533-154); and

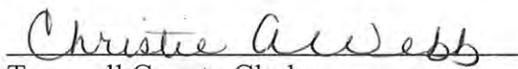
WHEREAS, the transfer of funds is needed to cover costs of employment advertising.

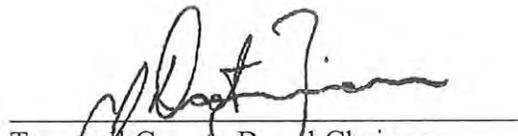
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

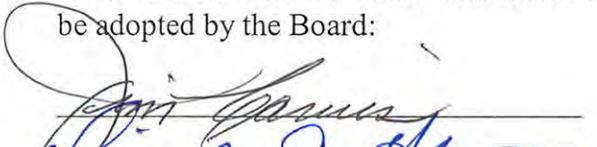
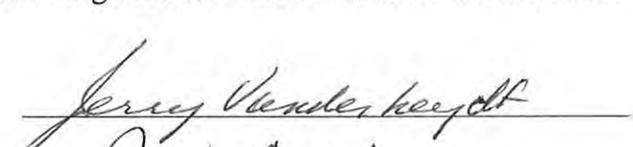
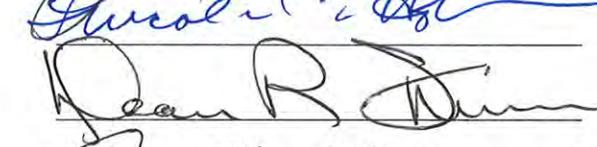
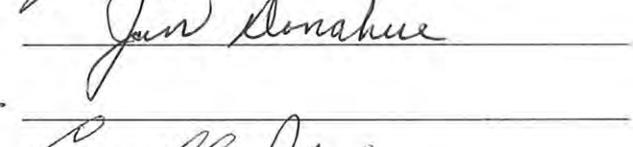
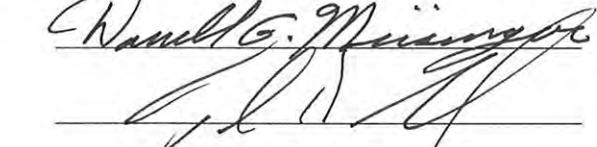
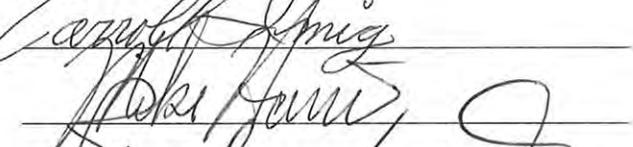
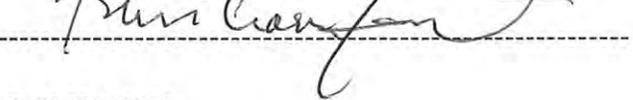
ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for Building Administration:

- Transfer \$500.00 from Cleaning Service Supplies Line Item (100-181-522-080) to Garbage Collection Line Item (100-182-533-660); and

WHEREAS, the transfer of funds is needed due the addition of the Arcade Building services and an under-funded cleaning supplies budget.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

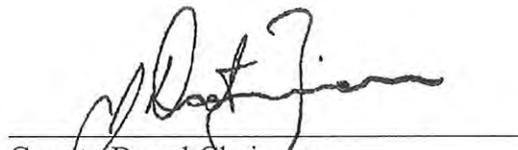
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2009.

ATTEST:



 County Clerk



 County Board Chairman

8

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

[Handwritten signature]

Lincoln P. Bob

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

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RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for the Justice Center:

- Transfer \$400.00 from Cleaning Supplies Services Line Item (100-182-522-080) to Salt Line Item (100-182-522-710); and

WHEREAS, the transfer of funds due to an increase salt prices and mechanical issues with the water softener earlier in the year caused extra salt usage.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Building and Grounds, and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

[Handwritten signature]

County Clerk

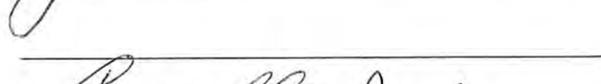
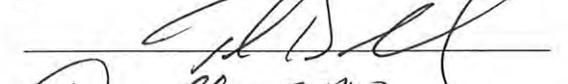
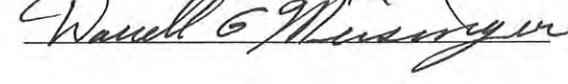
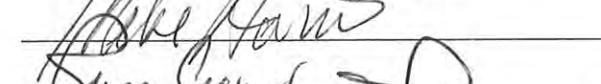
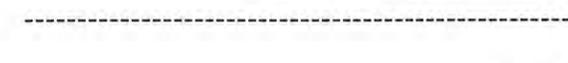
[Handwritten signature]

County Board Chairman

9

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer for Animal Control:

- Transfer \$1,600.00 from Gasoline Line Item (211-411-522-100) to Overtime Line Item (211-411-511-070); and
- Transfer \$2,500.00 from Gasoline Line Item (211-411-522-100) to Part Time Line Item (211-411-511-050); and
- Transfer \$4.00 from Gasoline Line Item (211-411-522-100) to Garbage Services Line Item (511-411-533-660)
- Transfer \$1,750.00 from Gasoline Line Item (211-411-522-100) to Postage Line Item (211-411-533-210); and

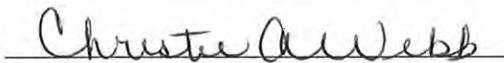
WHEREAS, the transfer of funds is needed to cover unexpected costs incurred.

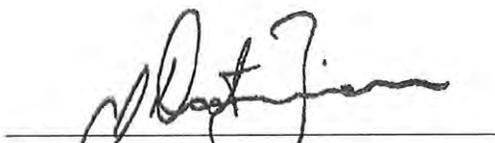
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Animal Control Director, and the Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2009.

ATTEST:

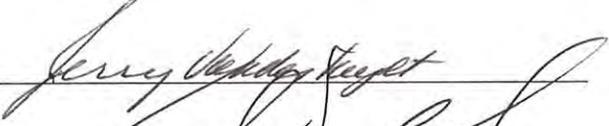
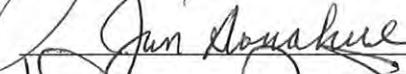
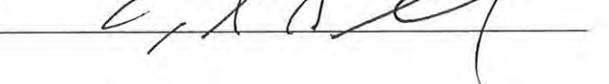
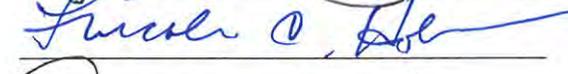
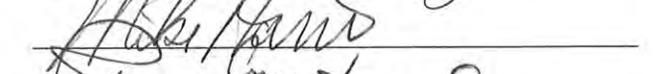
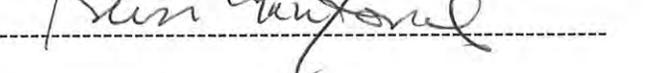

County Clerk


County Board Chairman

10

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for the Veteran's Assistance Commission (VAC):

- Transfer \$100.00 from the Emergency Assistance Line Item (208-422-533-970) to the Office Supplies Line Item (208-422-522-010); and

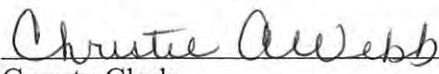
WHEREAS, the transfer of funds is needed to cover an order for office supplies.

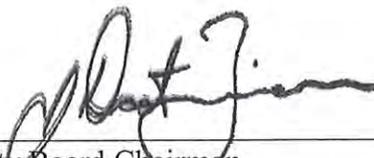
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Veteran's Assistance Commission Steve Saal and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

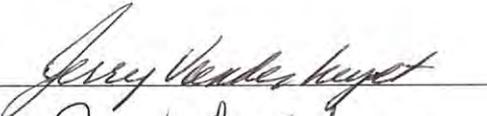
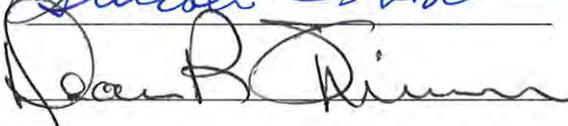
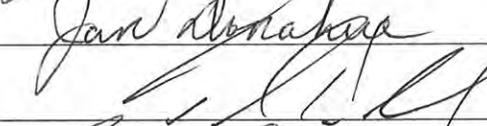
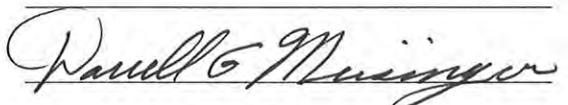
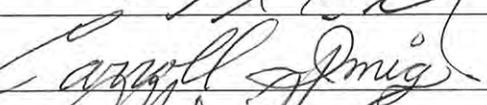
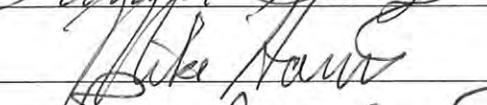
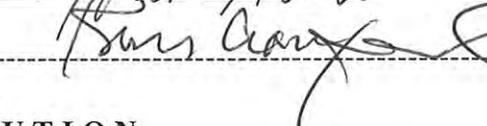

County Clerk


County Board Chairman

11

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for Emergency Management Agency:

- Transfer \$4,500.00 from New Equipment Line Item (100-213-544-000) to Department Head Line Item (100-213-511-020); and
- Transfer \$1,500.00 from Emergency Call Line Item (100-213-533-360) to Department Head Line Item (100-213-511-020)); and
- Transfer \$1,200.00 from Equipment Rental Line Item (100-213-533-820) to Uniforms Line Item (100-213-522-110)
- Transfer \$1,500.00 from Gas & Electric Line Item (100-213-533-620) to Office Supplies Item (100-213-522-010); and

WHEREAS, the transfer of funds is needed due to unexpected expenses.

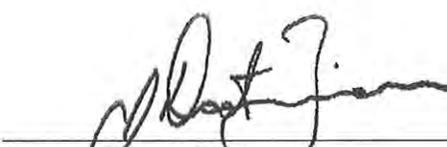
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Emergency Management Agency and the Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2009

ATTEST:

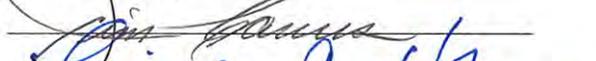
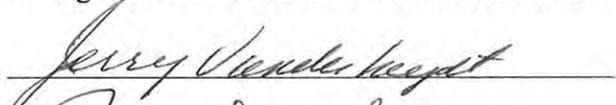
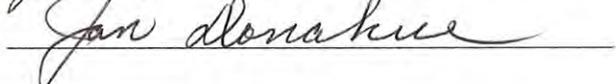
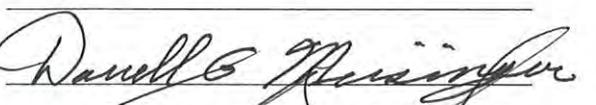
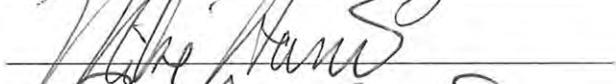
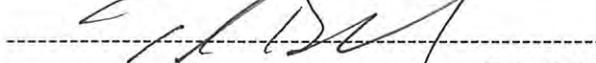

County Clerk


County Board Chairman

12

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for the Regional Office of Education:

- Transfer \$180.00 from Office Equipment Maintenance Line Item (100-711-533-710) to Office Supplies Line Item (100-711-522-010).
- Transfer \$25.00 from Miscellaneous Equipment Line Item (100-711-544-000) to Dues & Subscriptions Line Item (100-711-522-140).
- Transfer \$385.00 from Miscellaneous Equipment Line Item (100-711-544-000) to Mileage Line Item (100-711-533-300).

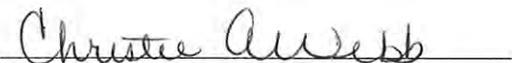
WHEREAS, the transfer of funds is needed for unexpected expenses.

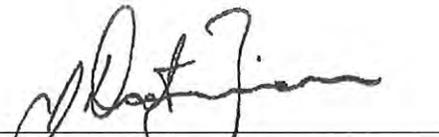
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Schools and the Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2009.

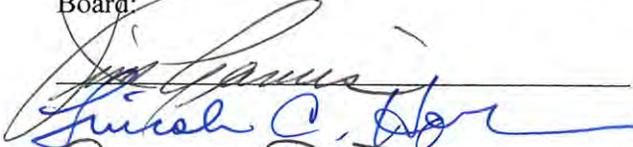
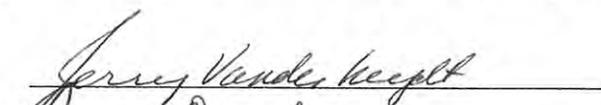
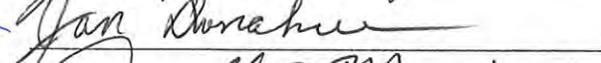
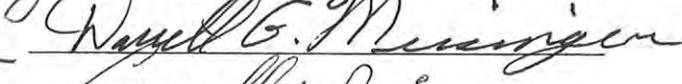
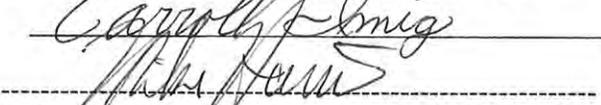
ATTEST:


County Clerk


County Board Chairman

Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following Resolution and recommends it be Adopted by the Board:

RESOLUTION

WHEREAS, the County Assessment Office has used GIS technology since 2006, to electronically maintain all of the land parcels in the County and related maps for assessment services; and

WHEREAS, the County Assessment Office is required to continue to oversee the mapping of parcels for assessments purposes, however the ability to build individual layers of information to place upon the GIS platform with real time information has been limited; and

WHEREAS, the County Assessment Office and Community Development Department seeks such professional services to currently replace existing software to enhance and interface departmental information to connecting layers of the GIS information; and

WHEREAS, the Community Development Department desires the creation of a GIS layer for zoning to replace existing outdated zoning maps. By creating a zoning layer in GIS, the County will have the ability to easily locate how parcels are zoned and greatly streamline the maintenance of the zoning layer and zoning maps; and

WHEREAS, Bruce Harris and Associates, Inc. will provide said professional services to the County Assessment Office and Community Development Department in the amount not to exceed \$30,000.00.

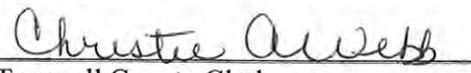
NOW THEREFORE BE IT RESOLVED, that the County's Finance Committee recommends to the County Board to authorize an agreement for professional services with Bruce Harris & Associates, Inc., to help further develop and to enhance the existing Tazewell County Geographic Information System and create a GIS layer for zoning; and

BE IF FURTHER RESOLVED, that the County Clerk notifies the County Administrator, Chief County Assessment Officer, Community Development Administrator and the County Auditor of this action.

PASSED THIS 18th DAY of November, 2009.



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

14



CONTRACT

THIS AGREEMENT entered into this 18th day of November 2009, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Tazewell County, Illinois, hereinafter called "Tazewell County", party of the second part, WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Systems and related services for various governmental agencies in the United States, and

WHEREAS, Tazewell County is desirous of having the Contractor provide GIS software, interface, and support services to the County of Tazewell.

NOW, THEREFORE, in consideration of the covenants and conditions of the Contract, IT IS AGREED between the parties as follows:

Contract





Contract

1. It is agreed between Bruce Harris & Associates, hereinafter called "Contractor", and Tazewell County, hereinafter called "Tazewell County", that the Contractor will begin work immediately upon execution of this contract by Tazewell County and that all work and services as described in this contract will be completed within 120 days from execution of the contract.
2. It is agreed that the Contractor will be paid by Tazewell County the sum for the services selected by Tazewell County as indicated below:

- _____ Department Surveys (\$2,000)
- _____ Geodatabase Conversion (\$8,560)
- _____ Countywide Zoning Map (\$9,500)
- _____ Installation and Training (\$8,200)
- _____ GIS Website Hosted by Contractor (\$5,000 initial cost, plus \$675 per month, along with a \$1,250 annual renewal fee payable to ESRI)

3. The following software and annual maintenance costs will be incurred as part of this contract:

Software	Paid to ESRI		Paid to BHA	
	Initial Purchase	Annual Maint.	Initial Purchase	Annual Maint.
Arc Editor (Per License)	\$6,300	\$1,500		
ArcView	\$1,350	\$400		
2 nd ArcView License	\$1,350	\$400		
MapAscend			N/C	\$900
2 nd MapAscend License			N/C	\$900
BHA Web Development Software			████████	
BHA Web Development and Hosting Fee		████████		████████
TOTAL	\$9,000	████████	████████	████████

\$2,300

\$1,800

*\$8,100 Annual Maintenance is payable in monthly installments of \$675 per month.

4. It is also agreed that if the Contractor fails to fulfill the contract requirements, Tazewell County reserves the right to cancel this contract with cause, at any time during the period of the contract. In the event Tazewell County cancels this



Contract

contract with cause, it is agreed the Contractor will have 30 days to gather and return any data that is the property of Tazewell County to Tazewell County and will be paid the fair value for the services rendered prior to notice of cancellation from Tazewell County.

- 5. It is agreed the Contractor will submit monthly invoices and reports detailing the work that has been completed and the work in progress. Tazewell County agrees to pay all reasonable invoices within 30 days of receipt.

TERM OF CONTRACT

This contract shall be in force from the date of execution of this contract and may be revised periodically subject to renegotiation concerning the services provided and the amount of the services, should the services differ from those outlined in the contract.

This Contract, as heretofore described, made and entered on this 18th day of November, 2009.

BRUCE HARRIS & ASSOCIATES
Contractor

COUNTY OF TAZEWELL
Pekin, Illinois

By: BCH
Bruce C. Harris, President

By: [Signature]
Chairman, County Board

Attested:

By: Christie A Webb
County Clerk

Bruce Harris personally appeared before me as an officer and agent of said corporation this 25th day of November, 2009.

[Signature]
Notary Public





TAZEWELL COUNTY SUPERVISOR OF ASSESSMENTS

Gary Twist, Chief County Assessment Officer

11 South Fourth Street
McKenzie Building, Suite 410
Pekin, Illinois 61554-4206
Phone: (309) 477-2275
Fax: (309) 477-2204

November 6, 2009

re: GIS Professional Services Resolution

To: Tazewell County Finance Committee Members

Dear Committee Members,

Attached is a proposed resolution authorizing the selection and use of a GIS vendor which might enhance the functions of the mapping unit of the Assessment Office. This resolution would also provide the authorization to expand the level of GIS services available to the Community Development Department.

The Sidwell Company has been the original vendor for Tazewell County's GIS needs through the development and implementation stages of electronic mapping in the County. That company has also provided professional services, including, the building of the base layer of the geo-database system, an aerial fly-over of the County, the implementation of a geographic based farm assessment system, and software capable of managing the day to day mapping functions of the assessment office.

The Sidwell Company performed an accurate job in most areas of the GIS system. However, with information gathered over the last two years, I feel confident in endorsing the selection of a vendor which is an enhancement specialist to existing systems.

Our data is good, and is a great asset of the County to be used wisely. I believe the selection of Bruce Harris & Associates as our GIS vendor will be both financially advantageous and technology advancing for Tazewell County. More importantly, it will help us to advance capabilities of the GIS system which will be of benefit to other County offices, municipalities, and citizens.

Sincerely,

A handwritten signature in black ink that reads "Gary Twist". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Gary Twist



TAZEWELL COUNTY SUPERVISOR OF ASSESSMENTS

Gary Twist, Chief County Assessment Officer

11 South Fourth Street
McKenzie Building, Suite 410
Pekin, Illinois 61554-4206
Phone: (309) 477-2275
Fax: (309) 477-2204

November 12, 2009

re: GIS Resolution Request

Dear County Board Members,

Enclosed is a condensed packet of information from a presentation provided to the Finance Committee on Tuesday, November 10, 2009. I wish to thank the Committee for the time provided to me for a rather lengthy portion of their available meeting time. The result of the Committee's approval brings the resolution before the County Board for approval on Wednesday, November 18, 2009.

For those members of the County Board who would desire additional technical information with respect to this resolution, or who might have additional technical questions regarding this subject, feel free to contact me. I would be pleased to answer any questions in advance, which might lead to a fruitful and productive County Board meeting on Wednesday, November 18, 2009.

Sincerely,

A handwritten signature in black ink that reads "Gary Twist". The signature is written in a cursive style with a large, sweeping "G" and "T".

Gary Twist

Key Technical Systems in Tazewell Assessment Office

System:	Name:	Provider:	Function:	Contract:
Assessor Web	E-Gov Web	Manatron	Provides web-site to taxpayers & professionals	Annual renewal
Tax System	Legacy	Manatron	DOS system shared w/ Clerk, Treasurer for assessment & taxing	Expires 12/1/2010
CAMA System	ProVal+	Manatron	Township Assessors & County Staff Property Record System	Expires 12/1/2010
GIS System	GIS	Sidwell	Digital mapping of County real property for assessment purposes	Ongoing thru payout

Brief History of GIS in Tazewell County

(Geographic Informational System)

November 10, 2009

- 1) Illinois Counties began funding for GIS programs approximately January, 2004, with a special fee collected by the Recorder's Office for each recorded document.
- 2) There were no clear mandates of use required for these monies. Many counties used these funds to build a base layer of parcels for the County. Some counties entered into "consortiums", or multi-county GIS organizations to accomplish this task.
- 3) As a base layer was completed, and maintained in digital form, it replaced the need of the assessment office maintaining hand drawn maps of property parcels. Also, it provided a way in which soil maps for individual farm parcels could be easily maintained.
- 4) In 2006, a change in assessment law, referred to as Bulletin 810, changed the requirements of Assessment offices across Illinois, which could only be accomplished through a GIS/digital mapping system.
- 5) Tazewell County entered into contracts with the Sidwell Company in March, 2004 for \$285,170 (included fly-over), and in August, 2005 for \$513,390 (completed cadastral mapping).
- 6) Tazewell County currently pays the Sidwell Company 4 quarterly payments per year of \$32,086.88 towards these fulfilled contracts. At the completion of FY2009, there is a balance of \$57,011 due the Sidwell Company to complete these two contracts.
- 7) There are ongoing costs for software and support associated with maintaining the GIS/mapping system which requires administrative management and improvement.
- 8) A "request for proposal" (RFP) was issued on August 17, 2009 in order to collect information which would allow informed management decisions concerning future GIS costs, advancements, and connectivity.
- 9) The current supplier, Sidwell Company has an ongoing maintenance quote of \$9485 per year for the products requested in the August, 2009 RFP. The Harris company maintenance quote is \$1800 per year, beginning on the second year of the contract.
- 10) The Harris company has the ability to build (\$30,000 County maintained), or host (\$5000 initial cost, plus \$675/mo.) a GIS Website for Tazewell County. We would like to reserve those options for future consideration, after an evaluation can be made of initial map, GIS, and training functions during the summer/fall of 2010.

Summary Results of G.I.S. Request for Proposal:

RFP Request	Sidwell	*W.T.H.	Harris
5 Editor Licences	\$ 6,385	\$ 8,750	NC
20 Viewer Licences	\$ 2,400	\$ 4,500	NC
Zoning Layer Development	Not quoted	Not quoted	\$ 9,500
Data Base Conversion & Interfaces	NC	\$ 7,500	\$ 8,560
Software Install & Training	Not quoted	\$ 4,000	\$ 8,200
1st Year Support & Updates	\$ 2,500	NC	NC
Future Annual Support & Updates	\$ 9,485	\$ 6,000	\$ 1,800
Additional Vendor Proposals:			
Departmental Survey			\$ 2,000
GIS Website Initial Development			\$ 5,000
GIS Website Annual Maint.			\$ 8,100

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

[Handwritten signatures on lines]

RESOLUTION

WHEREAS, the Tazewell County Board recognizes County employees indicated herein for their years of loyal service to Tazewell County Government and is proud to present each employee with a Certificate of Appreciation:

2009 SERVICE AWARDS BY DEPARTMENT

ANIMAL CONTROL

Robert F. Marshall 25 Years

CIRCUIT CLERK

Antoinette A. Weber 15 Years
 Julie M. Hibberd 15 Years
 Cathy J. Bankes 20 Years

COUNTY CLERK

Rosemary E. Peacock 10 Years
 Moira E. Hartley 20 Years
 Christie A. Webb 25 Years

COURT SERVICES

Karen E. Bean 10 Years
 Tawne E. Burriss 10 Years
 Susan F. Walker 25 Years
 Vincent G. Smith 25 Years

DEFERRED PROSECUTION

Gary Gonigam 35 Years

GUARDIAN AD LITEM

Katherine B. Thornton 15 Years

HEALTH

Gerald P. Maloney 10 Years

Eric L. VanDyke 10 Years

Erica S. Mutchler 10 Years

Annette S. Biggar 15 Years

Karla J. Burress 15 Years

Luann Rowell 20 Years

Deana J. Smith 20 Years

Linda J. Johnson 20 Years

HIGHWAY

Shaaron D. Metzger 10 Years

John D. Replogle 20 Years

Dennis G. Woll 15 Years

Chris W. Moldenhauer 25 Years

Charles R. Maas 30 Years

MAINTENANCE

Jeffrey J. Williams 10 Years

PUBLIC DEFENDER

Angela P. Madison 10 Years

Larry G. Paluska 20 Years

RECORDER OF DEEDS

Robert Lutz 30 Years

REGIONAL OFFICE OF SUPERINTENDENT

Carol A. Greenhalgh 10 Years

Mary E. Wright 25 Years

SHERIFF

Jeffrey A. Rogers 10 Years

Steven S. Anthony 10 Years

Kelly Vansaghi 10 Years

Jeffrey M. Stocke 10 Years

Paul E. Malavolti 15 Years

Larry G. Steele 15 Years

Darryl E. Stoecker 20 Years

Richard A. Ganschow 30 Years

STATE'S ATTORNEY'S OFFICE

Deanna S. Gray 20 Years

TREASURER

Christine A. Joesting 10 Years

Mary J. Burress 25 Years

THEREFORE BE IT RESOLVED that the County Board extends its thank you and appreciation to said employees of Tazewell County Government.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

Christie A. Webb
County Clerk

[Signature]
County Board Chairman

Tazewell County Monthly Resolution List - November 2009

10/30/2009

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
11-09-001	1009004J	SAL	FON DU LAC PARK DISTRICT	700.00	0.00	0.00	35.75	350.00	314.25
11-09-002	1009021J	SAL	BOBBY J. GORRELL	700.00	0.00	0.00	35.75	350.00	314.25
11-09-003	1009022J	SAL	DONALD C. BROOKS	736.00	0.00	0.00	35.75	350.00	350.25
11-09-004	1009023J	SAL	DONALD C. BROOKS	851.75	0.00	0.00	35.75	350.00	466.00
11-09-005	1009024J	SAL	KEVIN FUGATE	5,012.99	0.00	0.00	35.75	1,244.31	3,732.93
11-09-006	1009028J	SAL	STEPHEN KING	805.00	0.00	0.00	35.75	350.00	419.25
11-09-007	1009037J	SAL	BARBARA AM BARNES	675.00	0.00	0.00	35.75	791.06	289.25
11-09-008	1009038J	SAL	THOMAS A. KEITH	3,200.00	0.00	0.00	35.75	350.00	651.25
11-09-009	1009039J	SAL	WILLIAM HENDERSHOTT	1,037.00	0.00	0.00	35.75	350.00	265.76
11-09-010	1009009J	SAL	OPTIMUM VENTURES, LLC - K&P PROPERTIES	651.51	0.00	0.00	35.75	350.00	250.00
11-09-011	1009025J	SAL	NANCY A. DABNEY	635.75	0.00	0.00	35.75	350.00	250.00
Totals				\$15,005.00	\$0.00	\$0.00	\$393.25	\$5,185.37	\$9,426.38

[Handwritten signatures of committee members]

Clerk Fees \$0.00
 Recorder/Sec of State Fees \$393.25
 Total to County \$9,819.63

Committee Members

19

INSTRUCTIONS FOR RESOLUTIONS
(Please keep this copy with packet until routing is complete)
Revised: June 2008

- 1) Agent mails to Committee for approval:
 - a) Original resolution with appropriate disbursement checks attached to each
 - b) Monthly Resolution List
 - c) Cover Resolution (1st time only)

- 2) Committee:
 - a) reviews resolutions and submits to full County Board
 - b) Cover Resolution & Resolution List are presented to County Board Members in their monthly packet

- 3) County Board:
 - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
 - b) Chairman signs each resolution
 - c) County Clerk seals and attests each resolution
 - d) Retains Original of each resolution and copies each executed resolutions 2 times
 - e) Delivers to Treasurer the 2 copies with all checks

- 4) County Treasurer:
 - a) signs all checks
 - b) retains one copy of each resolution
 - c) retains Treasurer's check(s) for deposit
 - d) forwards Clerk's check (if any) to clerk
 - e) returns 1 copy of each resolution with Agent, Auctioneer & Recorder checks to:
(& if necessary any refund checks)

County Delinquent Tax Agent
ATTN: RESOLUTIONS
P. O. Box 96
Edwardsville, IL 62025

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-32-304-028

As described in certificate(s) : 000051 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Fon du Lac Park District, has bid \$700.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$314.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$700.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$314.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-001

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-201-049

As described in certificate(s) : 000543 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Bobby J. Gorrell, has bid \$700.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$314.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$700.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$314.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-002

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-201-050

As described in certificate(s) : 000544 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Donald C. Brooks, has bid \$736.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$350.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$736.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$350.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-003



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-201-052

As described in certificate(s) : 000545 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Donald C. Brooks, has bid \$851.75 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$466.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$851.75.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$466.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-004

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-207-002

As described in certificate(s) : 000547 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Kevin Fugate, has bid \$5,012.99 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$3,732.93 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,012.99.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$3,732.93 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-005

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-06-412-010

As described in certificate(s) : 000636 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Stephen King, has bid \$805.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$419.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$805.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$419.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie Al Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-006

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-09-102-005

As described in certificate(s) : 001101 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Barbara AM Barnes, has bid \$675.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$289.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$675.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$289.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-007

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-09-302-006

As described in certificate(s) : 001104 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Thomas A. Keith, has bid \$3,200.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$2,373.19 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,200.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$2,373.19 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christina A. Webb
CLERK


COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-008

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-10-303-020

As described in certificates(s) : 001115 sold December 2006

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, William Hendershott, has bid \$1,037.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$651.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,037.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$651.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-009



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-34-410-001

As described in certificate(s) : 086 sold October 1994

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Optimum Ventures, LLC - K&P Properties, has bid \$651.51 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$265.76 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$651.51.

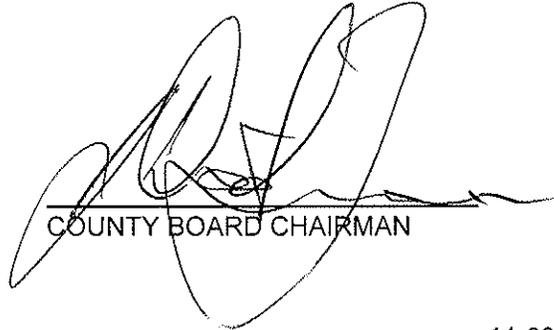
THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$265.76 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK


COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-010

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-05-113-017

As described in certificate(s) : 0552 sold October 2002

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Nancy A. Dabney, has bid \$635.75 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$635.75.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18th day of November, 2009

ATTEST:

Christie A. Webb
CLERK


COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

11-09-011

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, Tazewell County and David Jones have entered into the attached employment agreement; and

WHEREAS, the Executive Committee has reviewed the Administrator's performance pursuant to the terms of the agreement; and

WHEREAS, the Executive Committee recommends to increase the County Administrator's annual salary by two percent (2%) effective December 1, 2009.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Payroll and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

Christie A. Webb
Tazewell County Clerk

David Jones
Tazewell County Board Chairman

21

AGREEMENT

THIS AGREEMENT made this 24th day of March, 2009, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and David A. Jones, hereinafter called the "Employee".

RECITALS

WHEREAS, the Employer entered into an employment contract with Employee on September 27, 2006, and the effective dates of said contract are November 13, 2006 through November 13, 2009; and,

WHEREAS, it is desired by both the Employer and Employee to enter into a new employment agreement which shall supersede the existing agreement adopted September 27, 2006;

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) **Period of Employment.** This Agreement shall be in full force and effect until November 30, 2011, unless it is terminated earlier pursuant to the provisions of paragraph (8), (15) or (17) of this Agreement.

(2) **Employee Duties.** During the period of employment herein described, Employee shall perform the duties of County Administrator as set forth by law, including but not limited to the laws of the State of Illinois, all rules and ordinances of the County Board, the County Administrator's job description, and such other duties as the Tazewell County Board or County Board Chairman may lawfully assign to Employee. In so doing, Employee shall comply with all such laws.

(3) **Hours of Work.** The parties realize that the position of County Administrator requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Employee shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of County Administrator, but in any event not less than forty (40) hours per week.

(4) **Employee's Salary.** The Employee shall receive an annual salary of \$100,672, retroactive to December 1, 2008, and said salary shall be paid in bi-weekly installments. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees. Evaluations are based on the period September 1 through August 31. Employer shall not reduce such salary except to the degree such a reduction is across-the-board for all employees whom the County Board sets salaries.

(5) **Performance Evaluation.** The Executive Committee and Board Chairman shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Employee shall be given an opportunity to discuss the evaluation with the Executive Committee and Board Chairman. Said review and evaluation shall be submitted for County Board approval in accordance with specific criteria developed by the County Board. Said criteria may be added to or deleted from as the County Board may determine from time to time. Further, the County Board shall provide the Employee with a summary written statement of the findings of the Executive Committee and Board Chairman.

(6) **Vacation Pay.** The Employee shall accrue vacation leave per pay period at the hourly rate equal to four (4) weeks of annual vacation. A maximum of 80 hours (10 days) of vacation leave may be carried forward from one calendar year to the next at the discretion of the Employer. Employee shall schedule vacation leave according to the County Personnel Policy with approval of the County Board Chairman. Any vacation leave accrued under the terms hereof and remaining unused, not to exceed two hundred forty hours (30 days), at the termination of this Agreement will be paid in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

(7) **Sick Leave.** Employee shall receive the same sick leave benefits provided under the County Personnel Policy.

(8) **Disability Termination.** Notwithstanding anything in this Agreement to the contrary, the Employer is hereby given the option to terminate this Agreement in the event Employee shall, during the term hereof, become permanently disabled as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by

the Employer giving notice to Employee by registered mail, addressed to him in care of the Employee at such other address as Employee shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were originally herein set forth as the termination date hereof.

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall have no obligation to Employee for the severance payment describe in this paragraph 16.

(9) **Automobile.** Employee's duties may require use of an automobile. Employee shall provide his own automobile. The Employer will pay a monthly car allowance of \$500.00. Employee is solely responsible for all costs and expenses associated with such automobile, including but not limited to purchase, maintenance, insurance, license, registration, fines and fees.

(10) **Other Business Expense.** Upon prior approval of the Board Chairman, the Employer shall reimburse Employee for other business expenses, such as, but not limited to, the following: air travel, taxi, and auto rental, lodging, meals, professional memberships (including ICMA, ILCMA, and NACO) and subscriptions to the publications and registration fees for training programs or conferences offered by organizations, or as provided in the County Personnel Policy. Such reimbursement is limited to the amount budgeted by the County Board in the Administrator Expenses line item.

The Employer will provide Employee with a lap top computer and cell phone to be used in performing his duties for Employer according to the same policies applicable to other County Employees.

(11) **Group Medical Insurance Benefits.** The Employer shall provide the Employee with employee health, hospitalization, dental, and optical coverage after proof of insurance in accordance with the County Personnel Policy. The Employer will make dependent coverage available in accordance with the Personnel Policy.

(12) **Other Benefits.** There are 457K investment options available. The County will contribute three percent (3%) of salary to a 457K.

(13) **Outside Activities.** Employee shall not engage in any activity for which he receives compensation without prior approval of the County Board Chairman. Employee agrees that he shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee also agrees to arrange the outside activity so as not to intrude upon Employee's ability to devote his full-time and attention to Employer's affairs. Employee shall sign a statement of no conflict of interest and file a copy with the County Clerk when engaging in outside activities for compensation. All work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chairman.

(14) **Holidays.** Employee shall receive the same paid holidays as are afforded to other County Employees.

(15) **Termination by the Employer.** Employer may terminate this Agreement at any time by a two-thirds vote of the County Board in favor of termination. It is understood and agreed by the parties that Employee shall be an employee "at will" and may be dismissed without cause. The termination of Employee is so specified in the Title 2, Chapter 4 of the Tazewell County Code, Sec. 2-4-5.

(16) **Severance Pay.** In the event the Employer terminates this Agreement and Employee's employment under paragraphs (15), the Employer agrees to pay Employee six months' severance pay in a single lump sum payment. Said Payment shall be calculated by dividing the Employee's then current annual salary by two. Any amounts required to be deducted such as Federal Income Tax, FICA, State Income Tax, and IMRF shall be subtracted from the lump sum payment. Employee shall also be compensated for unused vacation leave in accordance with paragraph (6). Employee agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits Employee may have under the terms of this Agreement or otherwise.

In the event Employee is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in his official capacity or evidencing dishonesty and the Employer finds that Employee more likely than not committed such offense then the Employer shall have no obligation to Employee for the severance payment describe in this paragraph.

In the event Employee is terminated after being found guilty by a court of competent jurisdiction of any criminal violation committed in his official capacity or evidencing dishonesty, or admits to committing any unlawful act involving personal gain to him, the Employer.

In the event Employee fails to comply with paragraph 13 of this agreement, the Employer may choose to terminate this Agreement and shall have no obligation to Employee for the severance payment as described in this paragraph.

In the event the Employer decides not to renew or extend this Agreement under the same terms beyond November 30, 2011, the Employer agrees to give Employee six months advance notice of termination of this agreement or may choose to pay Employee six months' severance pay.

(17) **Termination by Employee.** Employee may terminate this Agreement at any time by giving forty-five (45) days written notice to the County Board Chairman and acceptance by the County Board of such termination.

(18) **Eligibility for Benefits Afforded Other County Employees.** Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

(19) **Term Life Insurance.** The Employer will provide a level premium term life insurance in the amount of \$250,000 for the duration that this Agreement is in full force and effect.

(20) **Renewal.** The Employer and Employee may meet to discuss the renewal of this Agreement at any time during its term.

(21) **Amendments.** All amendments of this Agreement are invalid and ineffective unless reduced to writing and signed by all parties.

(22) **This Agreement.** This Agreement shall be binding upon each of the parties and their respective successors, assigns, and heirs as the case may be. Employee

shall not assign any of the personal services to be rendered by the employee under this Agreement. Any such assignment shall constitute employee's written notice of resignation.

Adopted this 25th day of March, 2009.

ATTEST:

Christie A. Webb
Christie Webb, Tazewell County Clerk

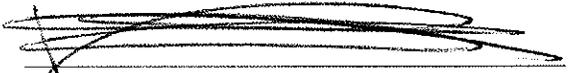
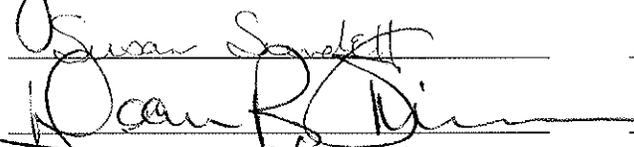
James L. Lewis
James L. Lewis, Tazewell County Board Chair

ACCEPTED BY:

David A. Jones
David A. Jones, Employee

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:


RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that the attached Agreement between Tazewell County and Dr. Arthur Herms to serve as Administrator of Tazewell County Animal & Rabies Control be approved; and

WHEREAS, compensation for said Administrator services will be paid the sum of \$1,742.75 per month beginning the 1st day of December, 2009 and expiring November 30, 2010.

THEREFORE BE IT RESOLVED that the Tazewell County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, Dr. Arthur Herms D.V.M., Morton Animal Hospital, 657 W. David, Morton, IL 61550, the Director of Animal & Rabies Control and the Auditor of this action.

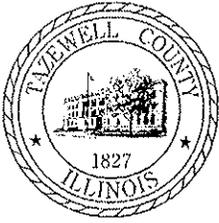
PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

Christie A. Webb
County Clerk

Arthur Herms
County Board Chairman

22



Tazewell County Animal & Rabies Control Administrator Agreement

THIS AGREEMENT entered into as of the 1st day of December, 2009 by and between the County of Tazewell a body politic and corporate, (hereinafter referred to as the "County"), and Arthur Herm, D.V.M., (hereinafter referred to as "Administrator):

WITNESSETH:

WHEREAS, Administrator is a Veterinarian licensed by the State of Illinois to engage in the practice of Veterinary Medicine; and

WHEREAS, the County and the Administrator wish to enter into an Agreement which will effectively carryout certain of the mandates set forth in the Illinois Animal Control Act, that same being ILCS 510 5/1 et seq. (1983);

NOW THEREFORE, in consideration of the hereinafter stated mutual covenants, promises, and agreement herein contained, the parties agree hereto as follows:

DEFINITIONS

Administrator is hereby hired to serve as Administrator of the Tazewell County Animal & Rabies Control program. For purposes of definition, "Administrator" means a Veterinarian licensed by the State of Illinois and who is appointed pursuant to this Act to perform the hereafter specified functions. It is contemplated by the parties hereto that the Administrator shall be responsible for the performance of certain specified function delineated here which shall be performed by Robert Marshall, Director of Tazewell County Animal & Rabies Control, who shall be considered, in accordance with the Illinois Animal Control Act, as the duly authorized representative of the Administrator of the execution and functions and purposes provided for in the Illinois Animal Control Act.

DUTIES OF THE ADMINISTRATOR

The following shall constitute the duties of the Administrator:

- A. Inspect and make examination as needed on a regular basis of animals present upon the premises and determine the degree of cleanliness of the Kennels and state of health and welfare of animals upon the premises. It is contemplated that Holidays and weekend examinations shall be done only on an emergency basis.
- B. With respect to the examination of sick and/or injured animals at the Tazewell County Animal & Rabies Control facility, the Administrator shall make recommendations for their care. The actual treatment and care may be attended to by other Animal & Rabies Control personnel where possible.

- C. Make recommendations concerning the Tazewell County Animal & Rabies Control facility medical program. Actual implementation of said recommendations shall be performed by other Animal Control personnel, where possible, under the supervision of the Administrator.
- D. Control the disposition of diseased and unclaimed animals through euthanasia. It is understood that the actual euthanization of animals may be performed by other Animal Control personnel, where possible.
- E. When the Administrator or the Animal Control Director receives information that any person has been bitten by a dog or other animal, the Administrator or his authorized representatives (Animal Control & Rabies personnel) shall have such dog or other animal confined under the observation of a licensed veterinarian for a period of ten (10) days, or as otherwise provided for by the Department of Agriculture regulations. The Administrator, or his authorized representatives, in the absence of the Administrator, shall further attend to and execute the duties as contained in Paragraph 1 of the Illinois Animal Control Act in reference to reports of bites by other dogs or other animals.
- F. Attend to the inoculation or vaccination of animals, as required by law. It is recognized by the parties that said inoculation or vaccination may be performed by other personnel of the Tazewell County Animal & Rabies Control facility.

DUTIES AND AUTHORITY COMMITTED TO THE DIRECTOR OF TAZEWELL COUNTY ANIMAL & RABIES CONTROL

The Tazewell County Animal & Rabies Control Director shall have the following authority and duties:

- A. Prepare and control the Animal Control budget.
- B. Assure that the buildings and equipment at Tazewell County Animal & Rabies Control are maintained in a safe and useable condition.
- C. Enforce established procedures and laws pertaining to bite cases, rabid animals, use of County equipment, and issuance of citations for prosecution.
- D. Prepare and record data on all animal bite cases which are reported to County.
- E. Negotiate agreements with Tazewell County municipalities regarding fees for patrols and pick-up of animals.
- F. Perform clerical functions and oversee clerical functions performed by other employees, such as computer inputting, typing, filing, posting, answering animal control injuries via telephone or in person regarding tags and vaccinations.

- G. Prepare monthly bills and reports for both Animal Control activities and municipalities according to contractual agreement.
- H. Maintain and update files on wolf-mix dogs, bite cases, etc. pertaining to the issuance of vaccination papers and tags.
- I. Collect, record, issue receipts, and prepare bank deposits for all money received through Animal & Rabies Control.
- J. Implement the needs of the Animal Control Administrator.
- K. Train new employees.
- L. Administer and supervise the duties of all employees in the Animal & Rabies Control Department.
- M. Report to the County Board Chairman, as well as the Chairman of Health Services Committee regarding problems or recommendations.

INSURANCE

The Administrator agrees that he shall obtain malpractice insurance at his own expense, which shall indemnify and hold harmless both he and the County of Tazewell for any and all liability as a result of his performance under this agreement.

The Administrator further agrees that the insurance policy, referenced above, shall have an upper limit of \$300,000 per occurrence.

A Certificate of Insurance or other evidence of said insurance policy shall be filed with the Tazewell County Board Office.

TERMS OF AGREEMENT

This contract shall remain in full force and effect, unless terminated earlier, for a period of one (1) year from the date of execution hereof. At the expiration of six (6) months from the day of execution of this agreement, the parties shall review the provisions provided for hereinafter for compensation in order to make an adjustment in the amount of compensation as may be agreed to by and between the parties.

COMPENSATION

In consideration of the services to be provided by the Administrator in pursuant to this agreement, the Administrator shall be paid the sum of \$ 1,742.75 per month. Compensation shall be paid to the Administrator in accordance with the Tazewell County billing cycle pursuant to the Illinois Prompt Payment Act. The Administrator shall have no right, title, interest or claim to future or further payments until subsequent to the

performance of the duties provided for hereunder during the course of any month, or portion thereof.

INDEPENDENT CONTRACTOR

The parties hereto agree that the Administrator is an Independent Contractor and not an employee of Tazewell County, and nothing contained in this agreement shall constitute or designate the Administrator as an employee of the County.

ASSIGNMENT

It is the specific intent and understanding between the parties hereto that this agreement is for personal services to be supplied by the Administrator. Any attempt by the Administrator to assign the service to be rendered hereunder without the specific written consent of the County shall be considered to be and shall constitute notice to the County of termination pursuant to the paragraph herein above entitled "**TERMS OF AGREEMENT**" with the further understanding that any such assignment shall be deemed to be an immediate termination without any ten (10) day written notice needed to have given.

NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed to have been directly delivered hereunder if mailed by First Class Mail, postage fully prepaid, to the respective parties at addresses as follows:

To: Tazewell County: Chairman of the Board
 11 South Fourth Street
 Suite 432
 Pekin, IL 61554

 Animal and Rabies Control Director
 21314 Illinois Route 9
 P.O. Box 158
 Tremont, IL 61568

To: Administrator Arthur Herm, D.V.M.
 Morton Animal Hospital
 657 W. David Street
 Morton, IL 61550

MODIFICATION

No change or modification of this agreement shall be valid or enforceable unless the same shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth.

For Tazewell County:

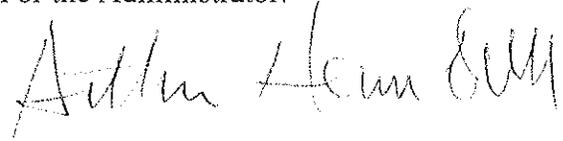
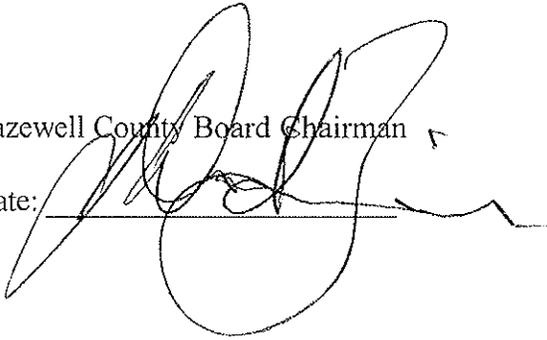
For the Administrator:

Tazewell County Board Chairman

Arthur Herm, D.V.M.

Date:

Date:



11-4-2009

REAPPOINTMENT

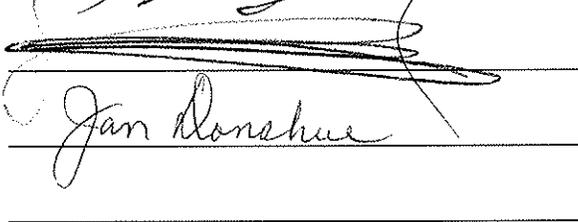
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

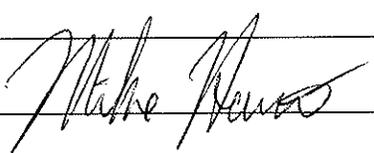
Gary Pittenger who resides at 338 S. Nebraska Ave, Morton, IL 61550 to the Board of Review for a term commencing December 1, 2009 and expiring December 1, 2011.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Gary Pittenger to the Board of Review and we recommend said reappointment be approved.



Jan Donahue


Mike News

RESOLUTION OF APPROVAL

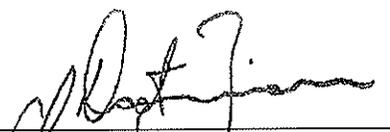
The Tazewell County Board hereby approves the reappointment of Gary Pittenger to the Board of Review.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 18th DAY OF November, 2009.

ATTEST:


Christine A. Webb
Tazewell County Clerk


David Zimmerman
Tazewell County Board Chairman

REAPPOINTMENT

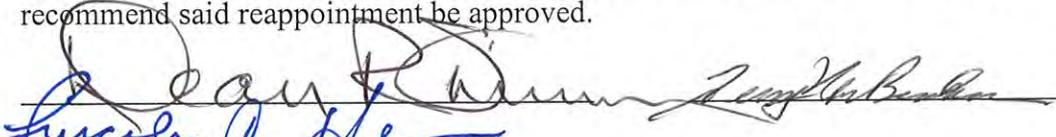
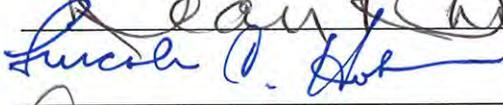
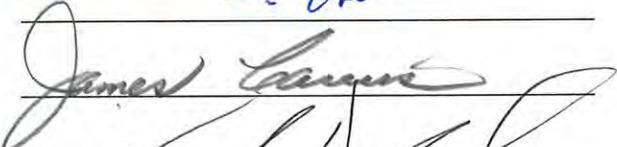
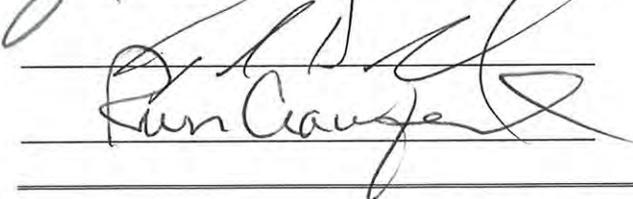
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Rosemary Palmer who resides at 11015 Maple Island to the PDD Board for a term commencing November 30, 2009 and expiring November 30, 2012.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Rosemary Palmer to the PDD Board and we recommend said reappointment be approved.

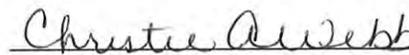

RESOLUTION OF APPROVAL

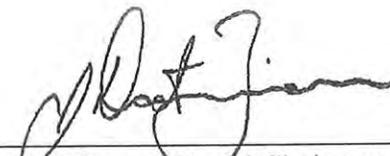
The Tazewell County Board hereby approves the reappointment of Rosemary Palmer to the PDD Board.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Randy Meehan, PDD Chairman of this action.

PASSED THIS 18th DAY OF November, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

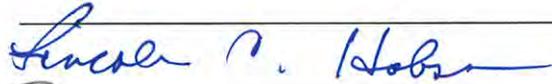
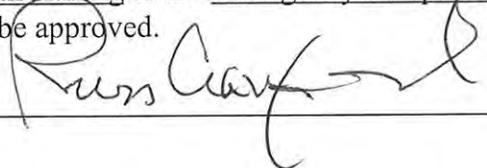
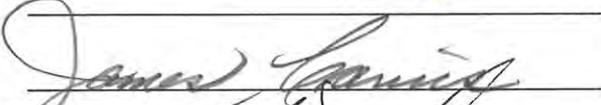
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Keith Haning who resides at 27215 Boynton Road, Delavan, Illinois 61734 to the Emergency Telephone Systems Board for a term commencing November 30, 2009 and expiring November 30, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Keith Haning to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

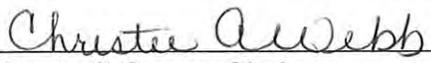
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Keith Haning to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Nick Graff, Emergency Telephone Systems Board of this action.

PASSED THIS 18th DAY OF November, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

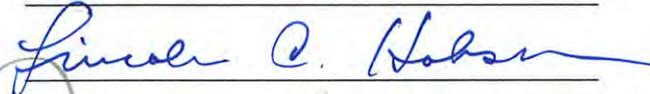
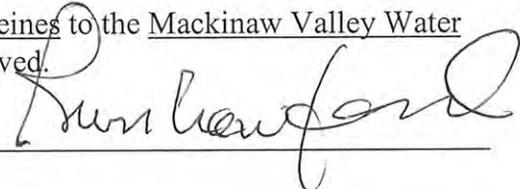
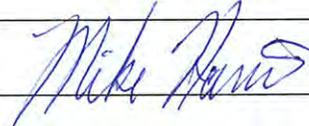
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Mel Pleines who resides at 613 S Main St., Minier, IL 61759-9801 to the Mackinaw Valley Water Authority for a term commencing December 1, 2009 and expiring November 30, 2012.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Mel Pleines to the Mackinaw Valley Water Authority and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Mel Pleines to the Mackinaw Valley Water Authority.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Atty. Mark J. McGrath, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 18th DAY OF November, 2009.

ATTEST:

Christee A. Webb
Tazewell County Clerk

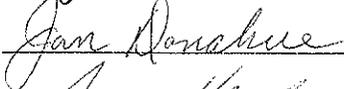

Tazewell County Board Chairman

COMMITTEE REPORT

Motion by Member Neuhauser, second by Member B.Grimm to approve Res #3. Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for County Board:

- Transfer \$1,000.00 from Human Resource Manager Line Item (100-913-511-022) to County Board Legal Notices Line Item (100-111-533-400); and

WHEREAS, the transfer of funds is needed to cover costs of advertising related to County's Compliance Program.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

3

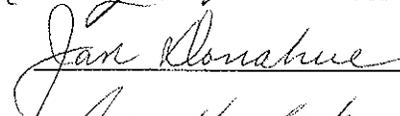
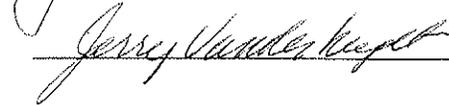
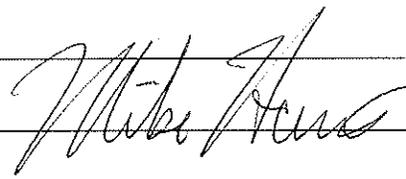
COMMITTEE REPORT

F-09-68

Motion by Member Hahn, second by Member Palmer to approve Res #4. Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following Budget Line transfer for the State's Attorney's budget:

- Transfer \$6,000.00 from Human Resource Manager Line Item (100-913-511-022) to State's Attorney Legal Services Line Item (100-124-533-050); and

WHEREAS, the transfer of funds is needed to offset additional expenses incurred throughout the year.

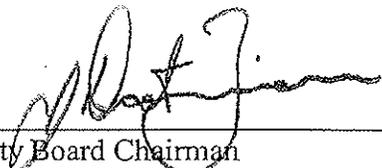
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the State's Attorney, and Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2009.

ATTEST:


County Clerk


County Board Chairman

4

COMMITTEE REPORT

Motion by Member Ackerman, second by Member Sundell to approve Res #5. Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
<i>[Signature]</i>	_____
<i>[Signature]</i>	_____
<i>[Signature]</i>	_____
_____	<i>[Signature]</i>
_____	_____

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for County Administration:

Transfer \$2,000.00 from Human Resources Manager Line Item (100-913-511-022) to Computer Maintenance Line Item (100-913-533-011); and

WHEREAS, the transfer of funds is needed to cover year-end technology-related costs.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

5

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board: Motion by Member Carius, ^{HR-09-36a} second by Member Antonini to approve Res #16.
Carried by Voice Vote.
Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

[Signature]

[Signature]

Jan Donahue
Jerry Vandenberg

[Signature]

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a quote from Symetra Life Insurance Company for County-provided life insurance and optional life insurance; and

WHEREAS, the rates quoted include \$0.16 per thousand dollars of coverage and \$0.025 per thousand dollars of accidental death and disability; and

WHEREAS, the recommendation includes increasing employee coverage to \$25,000.00.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Payroll, and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2009.

ATTEST:

Christie A. Webb

County Clerk

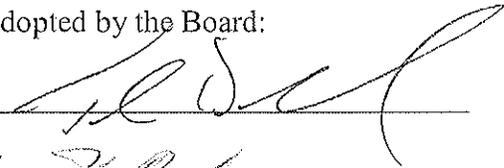
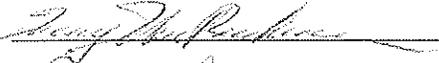
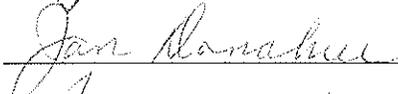
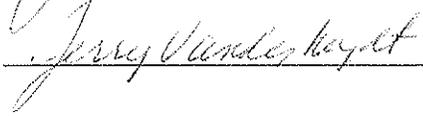
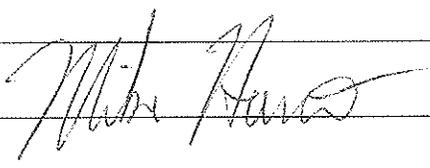
[Signature]

County Board Chairman

16

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve a Cooperative Agreement with the State of Minnesota which will allow the County to participate in Western States Contract Alliance (WSCA) for the purchase of computer equipment and peripherals; and

WHEREAS, the County's Finance Committee recommends to the County Board to approve (WSCA) purchasing agreements as attached.

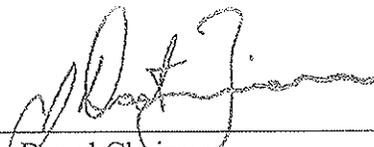
THEREFORE BE IT RESOLVED that the County Board approve this agreement and authorize the County Board Chairman to execute this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 18TH DAY OF NOVEMBER, 2009

ATTEST:


County Clerk


County Board Chairman

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

(Participating Entity Name)

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State/Entity Contract Number)

Page 1 of 4

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

or

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by (briefly describe the jurisdiction of the governmental entity) This entity has been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

(Insert specific changes or a statement that "No Changes Are Required")

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO

PARTICIPATING ADDENDUM

{hereinafter "Addendum"}

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

{hereinafter "Contractor"}

and

(Participating Entity Name)

{hereinafter "Participating State" or "Participating Entity" (if not a state)}

(Participating State/Entity Contract Number)

Page 2 of 4

PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

(Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Price Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Price Agreement. Some statement is required, it may be as simple as "No Leasing Is Authorized Under this Addendum.")

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopsichke

Address: 112 Admin Bldg, St Paul, MN 55155

Telephone: (651) 201-2450

Fax: (651) 297-3996

E-mail: bernie.kopsichke@state.mn.us

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

(Participating Entity Name)

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State/Entity Contract Number)

Page 3 of 4

Contractor

Name: Debra Lee

Address: 442 Swan Blvd , Deerfield, IL 60015

Telephone: 847.537.0344

Fax: 281.927.5213

E-mail: debra.lee@hp.com

Participating State

Name:

Address:

Telephone:

Fax:

E-mail:

7. Servicing Subcontractors:

Only those HP Authorized subcontractors and/or resellers and service providers attached hereto or as listed on the HP/State website at www.hp.com/buy/wscan are eligible to support the Price Agreement. The listed HP Authorized subcontractors and/or reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Participating Entity and HP.

Orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Participating Entity as specified in this section of the Participating Addendum.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: [insert appropriate number]; and the Master Price Agreement Number: B27164

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

(Participating Entity Name)

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(Participating State/Entity Contract Number)

Page 4 of 4

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company

[hereinafter "Contractor"]

and

Tazewell County, IL

[hereinafter "Participating Entity"]

B27164

Page 1 of 4

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by Tazewell County located in Illinois. This entity has been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes: No Changes are required.

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014.

The authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett-Packard Company

[hereinafter "Contractor"]

and

Tazewell County, IL

[hereinafter "Participating Entity"]

B27164

Page 2 of 4

5. Lease Agreements

Leasing may be available to finance purchases. If financing is through a lease agreement, that agreement is separate from this agreement and between the Contractor and the agency.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Debra Lee
Address: 442 Swan Blvd., Deerfield, IL 60015
Telephone: 847.537.0344
Fax: 281.927.5213
E-mail: debra.lee@hp.com

Participating Entity

Name: Scott Hizey
Address: 11 South 4th Street, Pekin, IL 61554
Telephone: 309/478-5849
Fax: N/A
E-mail: admin@tazewell.com

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company

[hereinafter "Contractor"]

and

Tazewell County, IL

[hereinafter "Participating Entity"]

B27164

Page 3 of 4

7. Servicing Subcontractors:

Only those HP Authorized subcontractors and/or resellers and service providers attached hereto or as listed on the HP/State website at www.hp.com/buy/wscalii are eligible to support the Price Agreement. The listed HP Authorized subcontractors and/or reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Participating Entity and HP.

Orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Participating Entity as specified in this section of the Participating Addendum.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number: B27164

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company
[hereinafter "Contractor"]

and

Tazewell County, IL
[hereinafter "Participating Entity"]

B27164

Page 4 of 4

otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

Tazewell County



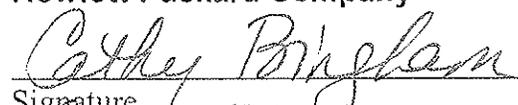
Signature

David Zimmerman
Printed Name
Tazewell County Board Chairman

Title
November 18 2009

Date

Hewlett-Packard Company



Signature

Cathy Bingham
Printed Name
Contract Administrator

Title
12/17/09

Date

WESTERN STATES CONTRACTING ALLIANCE
MASTER PRICE AGREEMENT
for
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number B27164

This Agreement is made and entered into by Hewlett Packard Company, Hewlett-Packard Company, 11445 Compaq Center Drive W. Houston, TX 77070 ("Contractor" or "HP") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell, and
WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states

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

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on ALL Products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all Products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all Services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept Services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.

The Agreement is NOT for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply Products in those price ranges only. This IS NOT a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

"Announced Promotional Price" are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

"Consumables" (those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser's use of the equipment) are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

"Configuration" in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU) or a combination of hardware, software, and configuring of the system to make the system work.

"Contract" means a binding agreement for the procurement of items of tangible personal property or Services. Contract and Master Price Agreement are used interchangeably in this document.

"Contractor" means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the Products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

"CPV Member" is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota's Cooperative Purchasing Venture (CPV) program.

"CPV Program." The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of

Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] . . . as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

"Cumulative Volume Discount" refers to the increased discounts by Product group or Band under the HP Product and Service Schedule (PSS) which may be offered by HP based on HP's evaluation of its pricing policies and structures on a periodic six month basis. If Cumulative Volume Discounts are recommended by HP, HP's written request for the increased discount is submitted to the WSCA/NASPO Contract Administrator for approval. The increased Cumulative Volume Discount is effective for orders after the later date of receipt of approval from the WSCA/NASPO Contract Administrator or the effective date specified in the HP written request for approval.

"Documentation" refers to manuals, handbooks, and other publications listed in the PSS, or supplied with Products listed in the PSS, or supplied in connection with Services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"Educational Discount Price" means the price offered in a nationally announced promotion, which is limited to educational customers only.

"Equipment" " means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the manufacturer's suggested retail price (MSRP) offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master

Price Agreement, the Lead State is Minnesota

"Mandatory" The terms "must" and "shall" identify a mandatory item or factor.

"Manufacturer" means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited OEM warranties on the Products. The manufacturer's name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

"Master Price Agreement" means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's Products and/or Services by Purchasing Entities. The "Master Price Agreement" is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

"Materials Management Division" or "MMD" means the procurement official for the State of Minnesota or a designated representative.

"NASPO" means the National Association of State Procurement Officials.

"Participating Addendum" or "Participating Addenda" means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. *Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.* One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

"Participating State" or "Participating Entity" means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

"PDA" means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The

PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

"Peripherals" means any Product that can be attached to, added within, or networked with personal computers or servers including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

"Permissive Price Agreement" means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

"Per Transaction Multiple Unit Discount" means Purchasing Entity-specific, transaction(s)-specific large volume negotiated price based on firm quantity and configuration buys during a set timeframe (also referred to as "Big Deal" pricing).

"Political Subdivision" means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

"Price Agreement/Master Price Agreement" means an indefinite quantity contract that requires the Contractor to furnish Products or Services to a Purchasing Entity that issues a valid Purchase Order.

"Procurement Manager" means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

"Product(s)" means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Products and Services Schedule Prices" or "PSS" refers to a complete list, grouped by major Product and/or Service categories, of the Products and

Services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and Services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all Equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

"Purchase Order" means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or Services described in this solicitation.

"Refurbished Products" are Products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

"Services" are broadly classed as installation/de-installation, maintenance support, training, migration, and optimization of Products offered or supplied under the Master Price Agreement. These types of Services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a Product offered or supplied. General consulting and all forms of application development and programming services are excluded.

"Servicing Subcontractor/Subcontractor/Reseller Agent" means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing Products and Services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.

"Standard Configurations" or "Premium Savings Configurations" means discounted standard configurations that are available to Purchasing Entities.

using the Master Price Agreement only. Any entity, at any time, that commits to purchasing these Configurations adopted by their State or other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

"State Procurement Official" means the director of the central purchasing authority of a state.

"Storage Solution/Auxiliary Storage" means the technology and Equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Takeback Program" means the Contractor's process for accepting the return of the Equipment or other Products at the end of life—as determined by the State utilizing the Master Price Agreement, subject to section 17 of this Agreement. Software licenses, excluding software media; stand-alone scanners; and stand-alone fax machines are not subject to the Takeback Program.

"Trade In" refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

"Travel" means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

"Universal Resource Locator" or "URL" means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e. colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

"WSCA/NASPO Contract Administrator" means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

2. Scope of Work

The Contractor, or its approved subcontractor, shall deliver computing system Products and Services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a "Master Price Agreement". Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of

valid "Purchase Orders" Purchase Orders may be issued to purchase the license for software or to purchase Products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13. Price Guarantees Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities The Contractor shall offer a Takeback Program for all Products covered by this Agreement, unless otherwise noted herein.

3. Title Passage

The Contractor must pass unencumbered title to any and all Products purchased under this Contract upon receipt of Product by the Purchasing Entity. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and Services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and Services listed on the Purchase Order only, no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order The Contractor agrees to accept all valid Purchase Orders In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement, including Amendments;
- C. Exhibits to this Agreement;
- D. The list of Products and Services contained in the purchase order;
- E. The request for proposals document, and
- F. Contractor's proposal including best and final offer

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment which is accepted upon delivery.

B. Payment of Invoice

1. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payments shall be made in accordance with the applicable laws of the Purchasing Entity.

2. For Minnesota, per Minnesota Stat § 16A 124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. After the thirtieth day, interest may be paid on the unpaid balance due to the Contractor at the rate of one and one-half percent per month. The Purchasing Entity shall make a good faith effort to pay within thirty (30) days on all undisputed invoices.

3. Payments may be made via a Purchasing Entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #11114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice, provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and Services accepted prior to the effective termination date

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and Services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or Services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order for undelivered Products and Services.

10. Shipment and Risk of Loss

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the Product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until delivery to the identified ship to address when responsibility and liability for loss shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence or wrongful intentional act or omission of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 3 to 5 days after receipt of a valid purchase order, by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties. The Contractor agrees to take legal responsibility for the warranty and maintenance (under warranty) of all Products furnished through this Agreement. Taking legal responsibility means the Contractor, either directly or indirectly, must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities as it applies to the standard warranty that comes with the Product. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement covering warranty. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's Products which is published in the Contractor's Product manuals or data sheets.
 2. The Product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications unless otherwise noted in Contractor's proposed quote to the Participating Entity
 3. The Product will be suitable for the ordinary purposes for which such Product is used.
 4. The Product has been properly designed and manufactured for its intended use, and
 5. The Product is free of significant defects in material and workmanship.
 6. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins
 7. Exhibit A contains warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other Products or software not authorized by the Contractor. The following is a list of the warranties attached as Exhibit A:
 - a) Product warranty
 - b) Software warranty
 - c) Procure warranty
- B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.
- C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products, as provided by the Manufacturer.
- D. The Contractor will provide the basic warranty coverage as listed in its PSS. The HP-branded Products available in Bands 1 through 7 have a manufacturer standard warranty period that ranges from one year to three years. The Contractor offers the Purchasing Entities an ability to upgrade warranties, for an additional fee, at the time of purchase of Products in the aforementioned Bands. Contractor's Website lists the environmental certifications; and any self-registration claims of EPEAT (bronze minimum) and Energy Star compliance, applicable to the respective Product.
12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the State of Minnesota Participating and Purchasing Entities and their agencies against any claim that any HP-Branded Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State or Purchasing Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim,
 2. Allow the Contractor to control the defense or settlement of the claim and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
 2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
 3. Product modifications by the Purchasing Entity or a third party;
 4. Product use prohibited by Specifications or related application notes, or
 5. Product use with Products that are not the Contractor branded.
13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, or if applicable to Purchasing Entity its available Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line and Cumulative Volume Discounts will be submitted to the Lead State by the Contractor in a format agreeable to both parties. The increased price discount represented in the Cumulative Volume Discount will apply to all future orders, until the next level of cumulative volume is in effect.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and Services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products.
 - Band 1 – Servers
 - Band 2 – Workstations
 - Band 3 – Printers
 - Band 4 – Storage Solutions
 - Band 5 – PDAs
 - Band 6 – Instructional Packages (Bundles)
 - Band 7 – Monitors
 - Operating Systems
 - Local Area Networks
 - Digital Projectors
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes, add new Products, and Product upgrades or Services to the PSS in accordance with Item 15, Product Substitutions below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the hardware and software installation or operation of Products supplied by the Contractor during the Product warranty period or during a support agreement.

17. Takeback and Other Environmental Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in their response to the RFP, including but not limited to the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards, Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan and TCO

C. Product labeling of compliance with Items B above, as well as a identification of such information on the web site

18. Product Delivery

Contractor agrees to make a reasonable effort to deliver Products to Purchasing Entities within twenty (20) business days or less after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order, where the timeframe for required delivery is greater than twenty (20) business days or as otherwise mutually agreed by the Purchasing Entity and Contractor.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its

obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other causes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

20. **Records and Audit**

Per Minn. Stat. § 16C 05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Minnesota transactions must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. **Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any Participating Entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or participating entity to any agreements, settlements, liability or understanding with other third parties whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or Participating Entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. **Use of Servicing Subcontractors**

The Contractor may subcontract Services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. **Payments to Subcontractors**

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, for state agency Purchase Entities in the Lead State, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the Lead State Purchasing Entity, pay all subcontractors having an interest in the

applicable Purchase Order their share of the payment for undisputed Services provided by the subcontractors. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. Notwithstanding, for the purposes of this Section 23, this section shall not apply to Contractor's obligations to its business development partners, including its authorized resellers and service providers, where Contractor's obligations to its partners are bound by the terms of a separate business development partner agreement between the partner and the Contractor. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification, Hold Harmless and Limitation of Liability

The Contractor shall indemnify, protect, save and hold harmless the Lead State Participating Entities, and its agencies and employees from any and all claims or causes of action, including attorney's fees for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

Contractor, its principals, members and employees shall not be liable to the State or any Purchasing Entity, unless otherwise stated in the applicable Participating Addendum, for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Contract or the goods provided or Services performed hereunder for any amount in excess of the greater of two-million dollars (\$2,000,000) or the value of the Purchase Entity's purchase order.

used to acquire the Products and Services that are the subject of the Purchasing Entity's claim. Contractor's liability for damage to real or tangible property incurred on a per order basis shall not exceed two-million dollars. This limitation of liability does not apply to damages for bodily injury or death caused by the Contractor's negligence, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's or Purchasing Entity's negligence, or intentional wrong doing. In no event shall the Contractor be liable for any indirect, special, punitive or consequential damages arising out of this Contract or the use of the Products or Services purchased by the Purchasing Entity hereunder.

25. Amendments

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the forbearing/indulging party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition

of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A, above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. The Contractor may not make changes to the website format as defined in Contractor's RFP Section 4 Electronic Commerce response without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable federal laws, and the laws, regulations, and executive orders pertaining to equal employment opportunity, of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363A.36 during the life of the Contract.

31. Governing Law

This Agreement shall be governed and construed in accordance with the laws of

the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's state

32. Change in Contractor Representatives

Contractor shall appoint a primary representative, Contractor WSCA Program Manager, to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in the Contractor primary representative, Contractor WSCA Program Manager, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities

33. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Data Practices

- A. The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
- C. Sections 34.A through B above apply to transactions between Contractor

and applicable Lead State Purchasing Entities. Contractor agrees to be bound by the statutorily required data practices requirements as outlined in the Participating Addendum of a Participating State or Participating Entity.

- E. Notwithstanding the above, the parties agree that any confidential information required to be exchanged will be done so under the terms of a mutually agreed upon, signed confidentiality agreement.

35. Organizational Conflicts of Interest

A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the State
- the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

36. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying OEM warranties.

37. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

38. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of

any Products and shall bear the costs associated with the site preparation

39. **Assignment**

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the Services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract. The Contractor may assign payments in accordance with specific provisions stated in a Participating Addendum.

40. **WSCA/NASPO Contract Administrator**

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for facilitation of resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

41. Survival

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification, Paragraph 20. Records and Audit, Paragraph 24. Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 31. Governing Law; Paragraph 34. Data Practices, and Paragraph 52. Right to Publish. Software licenses, warranty, and service agreements that were entered in to under the terms and conditions of the Agreement shall survive this Agreement.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

A If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
Email: bernie.kopischke@state.mn.us

To Contractor:

Debra Lee
HP Contract Program Manager
442 Swan Blvd.
Deerfield, IL 60015
Fax: 281-927-5213
Email: debra.lee@hp.com

44. Reporting and Fees

A. Administration Reporting and Fees

1. The Contractor agrees to provide monthly utilization reports to the

WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). Reports submitted within five (5) days of the report due date shall not be deemed as a default by Contractor. The report shall be in the format developed by the Lead State and supplied to the Contractor for its review and mutual written consent to implement. Contractor shall be released from reporting on the Lead State requested Fields of LIST PRICE/MSRP/CATALOG PRICE and ORDER TYPE (debits/credits) until such time as Contractor automated reporting tools have the capability to include the Field in its reports. Contractor will have the automated reporting capabilities to include the aforementioned Fields within nine (9) to twelve (12) months of the commencement of this Contract. Notwithstanding the foregoing, Contractor will commence reporting on the requested Fields once Contractor's automated reporting tools are capable.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Admin Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtitled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. Subject to Contractor's automated reporting tools capabilities, the Contractor will use reasonable commercial efforts to provide the EPEAT and Energy Star environmental information shown in a mutually agreed upon report format, as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Reporting on this information will occur no more than once quarterly, and will commence once Contractor has the capability to generate automated reports to include this information for its US based customers.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract

Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases

6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 1. Consistent Nonperformance of contractual requirements, or
 2. A material breach of any term or condition of this Agreement
- B. A written notice of default, and an opportunity to cure, within 30-days notification of the written notice, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages

- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 1. Exercise any remedy provided by law or equity.
 2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement.
 3. Impose liquidated damages, as mutually agreed to by the parties as specified in an amendment to the Participating Addendum.
 4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations from within the Participating Entities jurisdiction
 5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor. The Purchasing Entity shall take reasonable actions to mitigate the cost to re-procure
- D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

46. Audits

A. Website Pricing Audit

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on the requirements described in Exhibit E – Website Price audit requirements. Pricing is audited on a quarterly basis.

1. The product audit will closely monitor the Products and Services listed on the website to insure they comply with the approved Products and Services. The addition of Products or Services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

B. Sales Audit

The Contractor further agrees to provide sales audit reports based on the formulas described in Exhibit E – Sales audit report format.

- C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and Services to non-profit organizations.

private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the State has no liability whatsoever concerning payment for Products or Services

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

49. Ownership

A. Nothing in this Contract shall be construed as transferring any right, title, or interest in either Party's, any Purchasing Entity's, or their third party's confidential information, pre-existing intellectual property, trademarks, copyrights, intellectual property or other proprietary interest.

50. Prohibition Against Gratuities

A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.

B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees

51. Antitrust

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or Services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

52. Right to Publish

A. Any publicity given to the program, publications or Services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.

B. The Contractor shall not make any representations of the State's opinion

or position as to the quality or effectiveness of the Products and/or Services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices

53. Performance While Dispute is Pending

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

55. Customer Satisfaction/Complaint Resolution

A. The Contractor's process for resolving complaints concerning Products support, and billing problems is attached as Exhibit B.

B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

56. Value Added Services

The Contractor is expected to provide such Services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as Exhibit C.

57. E-Rate Program

The Contractor's E-Rate identification number and list of E-Rate qualifying Products is as follows:

HP E-Rate Spin Number: 143007617

HP FCC Registration Number: 0012062535

Qualifying Products:

HP ProLiant Servers

HP ProCurve Network Electronics

HP Services for eligible Products (Installation, Maintenance, Training, Infrastructure design)

The Contractor shall make every effort to continue its involvement in this program and to add Products as applicable

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions.

By: *Thomas J. Smith*

Title: *Gen. Mgr. IT Services*

Date: *6/30/09*

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.05, Subd. 3

By: *[Signature]*

Title: Acquisitions Supervisor

Date: *7/1/09*

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative

By:

Date: *Original signed*

JUL 1 2 2009

[Signature] Brenda Willard

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[Handwritten marks]

EXHIBIT A – ADDITIONAL WARRANTIES and SUPPORT SERVICES

A. Warranty Information

1. Warranty information is available at the following URLs:

- Product warranty URL link:
<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=c00383139&lang=en&cc=us&taskId=3&prodSenseId=316817&prodTypeId=12454>
- Software warranty URL link:
http://docs.hp.com/en/8991-6035/cn01s06.html?jumpid=reg_R1002_USEN
- Procure warranty URL link:
<http://www.procure.com/warranty>

2. GENERAL WARRANTY PROVISIONS

- a. Warranty Statements: HP limited warranty statements for Hardware, Software, Support, and Professional Services, as applicable, are available with Products, on quotations, or upon request. The limited warranties are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer: Warranties are transferable to another party for the remainder of the warranty period, subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date: Warranties begin on the date of delivery, or for Hardware on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. HP warrants that it will perform Professional Services using generally recognized commercial practices and standards. HP will re-perform any Professional Services not performed in accordance with the foregoing warranty provided that HP receives written notice from Customer within thirty (30) days after such Professional Services were performed. This will be Customer's sole and exclusive remedy for a breach of the foregoing warranty.
- e. Warranty Exclusions: HP is not obligated to provide warranty services or Support for any claims resulting from:
 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications
 2. Customer's non-compliance with Specifications or Transaction Documents
 3. improper or inadequate maintenance or calibration
 4. Customer or third-party media, software, interfacing, supplies, or other products
 5. modifications not performed or authorized by HP
 6. virus, infection, worm or similar malicious code not introduced by HP, or
 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control
- f. Non-HP Branded Products and Services: HP provides third-party Products, software, and Services that are not HP Branded ("AS IS") without warranties of any kind, although the original manufacturers or third party suppliers of such Products, software and Services may provide their own warranties.

Disclaimer: THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

B. Support Services

1. SUPPORT SERVICES

- a. Description of Support. HP will deliver Support according to the description of the offering, eligibility, requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.
 - b. Ordering Support. Customer may order Support:
 - 1. at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");
 - 2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");
 - 3. on a per-event basis; or
 - 4. at any time when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.
 - c. Cancellation. Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise agreed. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.
 - d. Return to Support. If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.
 - e. Local Availability. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.
 - f. Support Warranty. HP warrants that it will perform Support using generally recognized commercial practices and standards.
 - g. Exclusive Remedies. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section 1 g states HP's entire liability for Support warranty claims.
- ### 2. PRICING, SERVICES, AVAILABILITY AND INVOICING
- a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice.
 - b. Additional Services. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:
 - 1. Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
 - 2. Customer requests for repair for damage or failure attributable to the causes specified in Exhibit A, subsection 2 e ("Warranty Exclusions"), and
 - 3. Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.
 - c. Local Availability. Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
 - d. Invoicing. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

3 SITE AND PRODUCT ACCESS

Customer shall provide HP access to the Products covered under Support, adequate working space and facilities within a reasonable distance of the Products, access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.

4 STANDARD SUPPORT PRODUCT ELIGIBILITY

- a. **Minimum Configuration for Support.** Customer must purchase the same level of Support and for the same coverage period for all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. **Eligibility.** For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. **Modifications.** Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. **Loaner Units.** HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- e. **Relocation.** Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.
- f. **Maximum Use Limitations.** Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.
- g. **Multi-Vendor Support.** HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.

5 PROPRIETARY SERVICE TOOLS

HP will require Customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools") as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is" and include, but are not limited to, remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as ISEE). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform HP of events identified by the software;
- d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis.

service, and

- e. provide remote connectivity through an HP approved communications line

6. CUSTOMER RESPONSIBILITIES

- a. **Data Backup.** To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.
- b. **Temporary Workarounds.** Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. **Hazardous Environment.** Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.
- d. **Authorized Representative.** Customer will have a representative present when HP provides Support at Customer's site.
- e. **Product List.** Customer will create and maintain a list of all Products under Support including the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.
- f. **Documentation.** If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP trademark and copyright notices.

7. SUPPORTED SOFTWARE

Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level.

8. ACCESSORIES AND PARTS AND MISCELLANEOUS

- a. **Compatible Cables and Connectors.** Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system according to the manufacturer's operating manual.
- b. **Support for Accessories.** HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- c. **Consumables.** Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- d. **Replacement Parts.** Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.
- e. **Service Providers.** HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. **Designated Callers.** Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").
- b. **Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of

general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s) or both.

- c. **HP IT Resource Center.** HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section 9 b above.
- d. **Telecommunication Charges.** Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service.

Extended warranties

HP's standard new Product warranty, and upgraded warranty support Services, can be extended in one-year increments for a total of five years of coverage for most Products.

Post maintenance Services

HP has a wide range of onsite high-quality support Services for covered hardware, helping improve Product uptime and availability. Entities have the flexibility to choose between different service-level options featuring different response times and coverage windows, as well as between several coverage periods to address specific service needs. The Services are available throughout the United States and in most international locations. Please see *Attachment 5: HP Onsite Hardware Support Services* for details.

See HP Website, referenced in A.1 above, for additional information on these warranties, support, service tools, etc.

EXHIBIT B – COMPLAINT RESOLUTION

HP will work with WSCA/NASPO and Participating States to customize the procedures to the states specific escalation requirements. HP's formal order management, service escalation and customer feedback escalation procedures are described below and in detail in the RFP response, Corporate Overview sub-section d 1 e – Complaint Resolution.

Most problems are readily resolved before escalation is necessary. This section details activities for those instances in which problems cannot be so quickly resolved. In keeping with HP's understanding of the importance of system availability to the WSCA states, HP is receptive to discussions on how it may modify any escalation procedures to better meet specific customer needs. Each and every State Procurement Office, as well as procuring entities, also has an assigned State Government HP Contract Program Manager point of contact to assist in the escalation process, eliminating the need to contact multiple people.

Customer Feedback Escalation

HP has developed a strong customer feedback system, including a clear escalation process for handling dissatisfaction. The feedback system provides a variety of mechanisms for customers to communicate their suggestions, recommendations, comments, and complaints to HP. Cataloging and analyzing the feedback provides HP entities with valuable insight into trends, information, and issues that can be applied to improve products and process performance.

Order Management Escalation Process

A Customer Service Representative (CSR) assigned to the WSCA account will oversee the order fulfillment activities from the point of order entry and acceptance, to invoicing and delivery. This includes customer satisfaction and any issues that WSCA may have during the deployment. The CSR is responsible with ensuring that any issues or potential issues are escalated to prevent deployment delays and will see problems through to resolution. Customer Services is required to adhere to the following standard service levels (in business hours):

Action	Service Level (in business hours)
PO Receipt to CSR order entry	4.0 hrs
PO Receipt to clean (executable) order	8.0 hrs
Confirmation sent to customer/sales/mgmt that orders has been placed and provide order # and ETA if available	4.0 hrs
Estimated Ship Date upon order entry (Provided to customer as requested or as part of regularly scheduled open order report)	Estimate based on best information available. With follow-up as new information becomes available.
Updates to estimated ship date (Provided to customer as requested or as part of regularly scheduled open order report)	As new information becomes available.
Call Back/Email Response to customer from CSR (from point customer leaves voicemail/email to point CSR calls customer back or responds to email request)	4 hrs
RMA Request (From time CSR receives to RMA being generated)	12 hrs
Warehouse Receipt of RMA'd goods to completion of Credit	3 days

All billing disputes should be brought to the attention of your HP Direct Customer Services Team. Customer Services will then work with HP's internal Finance Department that can resolve the disputes. The Finance Department will research the dispute, including gathering purchase order information from your CSR.

While customers may request that bills be submitted in a batch, all records are individually maintained by order number. Complete order information follows the order throughout the fulfillment process, and can be traced to each separate process to determine the source of any errors and the necessary action for resolution.

The resolution will be communicated to the customer by the Finance Department. Any credit due will be processed by your CSR. In the event that HP has maintained an incorrect price, additional research will be performed to determine the extent of error. Billing adjustments will be made as necessary.

Escalation Process

The services global escalation process is a worldwide process that is initiated when it is determined that HP's standard service delivery processes have not delivered or will not deliver an acceptable solution to WSCA/NASPO and WSCA Participating State and/or procuring entities in an agreed-upon time frame.

The Escalation Process includes the following steps:

1. Formation of Escalation Team
2. Development of Technical Action Plan
3. Communication of Action Plan
4. Execution of Action Plan
5. Post-solution Review
6. Continual Improvement
- 7.

The Escalation Team

When it has been determined that a problem has arisen and needs to be resolved, an Escalation Team is formed to manage issue resolution. The Escalation Team is comprised of technical and management members from HP. This team is responsible for developing an action plan to be used in resolving the issue. Members of the Escalation Team often include:

- Escalation Management Owner—represents the customer to HP, leads the escalation effort and is the focal point for communication of the plan to the customer.
- Escalation Specialist—assists with the development and coordination of the technical aspects of the action plan.
- Complex Problem Manager—as required, the Complex Problem Manager coordinates engineering and partner resources for complex problems involving multiple product sets.
- Additional Resources—may be added to the Escalation Team to add specific Product expertise as required in any given escalation. These resources may include Engineering, Delivery Partners, HP Management and Executives.

Escalation Categories

There are three categories of escalation:

- Local escalation
- Regional escalation
- Global escalation

Escalation categories are driven by a customer's view of the situation. If the impact on the customer is local (that is, within one area/country) the escalation category is local. If the impact is across a number of areas/countries within one region, the category is regional. If the impact is across a number of areas/countries in more than one region, the category is global. Once the escalation category has been determined, an Action Plan can be developed.

Issue Resolution

In the event of a customer satisfaction issue, the customer's first point of contact is the Primary Account Representative/Contract Program Manager or the Account Manager. This individual engages the necessary resources in the local service delivery unit, obtains the support of management in the local customer business district, and keeps the concerned sales organization updated on progress. Most issues are resolved readily at the local level. If needed, the situation is escalated to executive management at the territory or U.S. level.

EXHIBIT C – VALUE-ADDED SERVICES

Contact HP, or visit the HP website for further details on these Services.

Installation

Training

Self-Maintainer Program

Asset Management

Imaging

Factory Services for Servers and Storage

HP Lease Financing Information

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. HP sample lease documents can be found under the "Information Center" link available on HP's WSCA-approved website at www.hp.com/buy/wscall.

EXHIBIT D- HP SOFTWARE LICENSE TERMS

1. LICENSE GRANT

HP grants Customer a non-exclusive, non-transferable license to "Use" in object code form, the Version or Release of the HP Branded Software delivered from an HP accepted order. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes. Customer's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for HP Branded Software will not be materially more restrictive than the Use defined in this sub-section. For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

2. OWNERSHIP

This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to HP or its suppliers.

3. ACCEPTANCE

Customer accepts Software upon delivery.

4. UPGRADES

Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. HP reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to Customer.

5. LICENSE RESTRICTIONS

- a. Use Restrictions. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that HP may monitor Customer's compliance with Use restrictions and authorizations remotely or otherwise. If HP makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.
- b. Copy and Adaptation. Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.
- c. Copyright Notice. Customer must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.
- d. Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for Use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by HP by the combination of a unique number and a specific system type ("Designated System"), and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control

of Customer

- e. OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an HP Business Partner.
- f. Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where Customer has other rights mandated under statute, Customer will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
- g. Use for Service Provision. Extending the Use of Software to any person or entity other than Customer as a function of providing services (i.e., making the Software available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees.
- h. Consultant Use and Access. Subject to the terms and conditions of this Agreement, Customer may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to Customer. Customer will be responsible and directly liable to HP for consultants' compliance with this Agreement.

6 LICENSE TERM AND TERMINATION

Unless a different time period for the license is specified in the applicable SUI or quotation, the Software License granted to Customer will be perpetual, provided however that HP may terminate the Software License upon notice for failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, Customer will certify in writing to HP that Customer has complied with these requirements.

7 LICENSE TRANSFER

Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section 5 d) above, HP Branded Software licenses are transferable subject to HP's prior written authorization and payment to HP of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License, Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and upon such agreement, the transferee will be considered the Customer for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.

8 U.S. FEDERAL GOVERNMENT USE

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.

9 COMPLIANCE

Customer agrees that HP may audit Customer's compliance with the Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments, then Customer will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section.

10 WARRANTY

HP Branded Software will materially conform to its Specifications. If a warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days from the delivery date.

11 VIRUS WARRANTY

HP warrants that any physical media containing HP Branded Software will be shipped free of viruses.

12 WARRANTY LIMITATION

HP does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Software will meet requirements specified by Customer.

13. EXCLUSIVE REMEDIES

If notified of a valid warranty claim during the warranty period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such Software. If HP is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section 13 states HP's entire liability for warranty claims.

14. IMPLIED LICENSE

There are no implied licenses.

EXHIBIT E – AUDITS MPA B27164

SALES AUDIT PLAN

The HP 2009-2014 WSCA/NASPO Personal Computer and Related Devices Contract Sales Audit Plan specifies the sales audit plan and sale audit report format as it applies to Section 46 A of the Master Price Agreement B27164.

Audit Purpose To confirm and ensure contract compliance. The audit will confirm if the agency paid the PSS discount price or a lower price in accordance with Section 13 Price Guarantee.

Audit Responsibility HP WSCA Primary Account Representative/Contract Program Manager (HP Program Management)

Audit Conducted Weekly

Audit Results Timeframe: Provided to WSCA/NASPO Administrator Quarterly as required by WSCA/NASPO.

Audit Process

Step 1 On a weekly basis the HP WSCA/NASPO Contract Program Manager will obtain two reports 1) summary activity (total number of orders) and 2) weekly orders. These reports will be used to pull one tenth of one percent (.001) of orders weekly.

Step 2 The HP WSCA/NASPO Primary Account Representative/Contract Program Manager will pull at random one tenth of one percent of orders covering all Bands within the PSS, if procured.

Step 3 The HP WSCA/NASPO Contract Program Manager will pull the online copies of Purchase Order and Invoices based on the random one tenth of one percent of orders selected.

Step 4 The information on the Purchase Order and invoice will be documented in an excel file.

Step 5 The HP WSCA/NASPO Contract Program Manager will compare the pricing on the line item detail report in comparison with the Purchase Order/invoice and HP WSCA/NASPO Contract PSS Discounts in an excel file and compile audit results.

Step 6 The HP WSCA/NASPO Contract Program Manager will provide the WSCA/NASPO Administrator in email, as noted in the Mandatory Meeting on 3/31, the following information covering a Quarter of the above audit detail/results:

1. Total Number of Purchase Orders during the timeframe
2. Total Number of Purchase Orders/Invoices audited based on the one tenth of a percent or no more than 100 purchase orders/invoices if there are more than 100,000 orders
3. Results in a brief summary.

Step 7 HP will request approval by the WSCA/NASPO administrator on the format of the first submission of the sales audit to ensure this meets with the guidelines of the WSCA/NASPO administrator.

Step 8 The HP WSCA/NASPO Contract Program Manager will provide the final documents and results to the HP Contract Operations team for our records.

WEBSITE PRICING AUDITS

Website Pricing Audits as it applies to Section 46.A. of the Master Price Agreement B27164, is specified below.

HP has different team members that audit the pricing and websites. First, the WNPSP and other State standards pricing is monitored and updated by a set of team members daily and weekly and these are also monitored by the HP Contract Program Management team and inside sales teams on an ongoing basis, monthly and quarterly, see below schedule.

Next, the PSS catalog file that HP will create for the new WSCA contract is tied to the then current HP List price and category percentages for each Band as noted in the HP PSS discount structure, which automatically generates the pricing fed to the website to calculate the pricing. As you may know with emerging technology, the list price can change weekly so this automated feature ensures the pre-calculated pricing is flowing accurately to the website.

In addition to the sales audit plan attached to this response, the HP Program Management team is instituting an additional website audit that will be conducted bi-monthly on the PSS and monthly covering both the WNPSP and State Specific Standards website pricing as noted on the below schedule.

As a normal course of business, HP contract operations and compliance teams conduct spot checks and internal audits to ensure compliance through a variety of internal audits, which will also continue. HP takes contract compliance seriously and even has an entire team dedicated to Government contract management, operations and compliance.

		WNPSP-State Specific Standards			
WSCA/NASPO main site	Daily	Weekly	Monthly	Bi-Monthly	Quarterly
	Initial Setup	Initial Setup	X	X	X
WSCA Participating State Sites	Initial Setup	Initial Setup	X	X	X
		PSS Website Audits			
WSCA/NASPO main site		Weekly	Monthly	Bi-Monthly	Quarterly
				X	
WSCA Participating State Sites				X	
		Participating HP Internal Sites			
WSCA/NASPO main site		Weekly	Monthly	Bi-Monthly	Quarterly
					X
WSCA Participating State Sites					X

Wednesday, November 18, 2009
 Board Meeting

PAGE	REPORT	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$4,560.00
2	County Board (Mo. Salary)	100	111	\$4,200.00
3	County Board (Meal)	100	111	\$1,557.60
4	County Board	100	111	\$3,000.00
5	Circuit Clerk	100	121	\$310.63
6	Public Defender	100	123	\$7,620.00
7,8	State Attorney	100	124	\$28,160.48
9	Jury Commission	100	125	\$404.58
10	County Auditor	100	151	\$500.00
11	County Clerk/Elections	100	152	\$26,684.01
12	Recorder of Deeds	100	153	\$31,252.19
13	County Treasurer	100	155	\$2,087.75
14	Supervisor of Assessment	100	157	\$1,244.16
15	Board of Review	100	158	\$166.54
16	ZBA Per Diem	100	161	\$420.00
17	Community Development	100	161	\$2,260.23
18,21	Building Administration	100	161	\$91,601.50
22,23	Justice Center	100	162	\$44,301.15
24,27	Sherrif	100	211	\$89,083.90
28	E-S.D.A.	100	243	\$42.90
29	Court Security	100	244	\$4,687.27
30,31	Cr Early Probation Upgrade	100	290	\$12,868.46
32	Court Services	100	291	\$35,089.95
33	Legal Services	100	292	\$987.22
34,35	Coroner	100	293	\$11,483.72
36	Regional Office of Education	100	311	\$1,357.10
37	Courts	100	300	\$20,673.53
38,40	County General	100	513	\$73,417.94
-----County General Expenditures-----				\$511,002.47
41	Township Bridge Fund	201	311	\$2,583.36
42,43	County Highway Fund	202	311	\$22,001.41
44	County Motor Fuel Tax Fund	203	311	\$2,538.09
45	County Bridge Fund	205	311	\$85,043.72
46	Matching Tax Fund	206	311	\$1,010.00
47	Township Engineering Fund	207	311	\$1,624.54
48,49	Deverens Assistance	208	422	\$5,032.58
50,51	Animal Control	211	411	\$1,225.07
52	Health Internal Service	249	514	\$236,784.71
53	Treasurer's Automation Fund	252	155	\$1,531.00
54	Solid Waste	254	112	\$22,876.27
55	Court Services Court Fund	262	291	\$20,044.32
-----Special Fund Expenditures-----				\$497,555.98
-----TOTAL EXPENDITURES-----				\$918,558.45

To: The Tazewell County Board

Fund 100

Department: 111

OCTOBER, 2009

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim	Amount	Account:
49	Ackerman, John	Salary	\$200.00	511-090
19	Antonini, Joyce	Salary	\$200.00	511-090
23	Berardi, Joseph	Salary	\$200.00	511-090
5	Carius, James	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
30	Donahue, Jan	Salary	\$200.00	511-090
68	Grimm, Brett	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
67	Hahn, Paul	Salary	\$200.00	511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
56	Hobson, Lincoln C.	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
61	Neuhauser, Tim	Salary	\$200.00	511-090
43	Palmer, Rosemary	Salary	\$200.00	511-090
16	Sinn, Greg	Salary	\$200.00	511-090
48	Stanford, Mel	Salary	\$200.00	511-090
54	Sundell, Sue	Salary	\$200.00	511-090
50	Vanderheydt, Jerry	Salary	\$200.00	511-090
44	VonBoeckman, Terry	Salary	\$200.00	511-090
	Auditor's Total:		\$4,200.00	

To: The Tazewell County BoardFund 100Department: 111**OCTOBER, 2009**

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim		Amount	Account:
49	Ackerman, John	Spec Per Diem		\$0.00	511-080
19	Antonini, Joyce	Spec Per Diem		\$0.00	511-080
23	Berardi, Joseph	Spec Per Diem		\$0.00	511-080
5	Carius, James	Spec Per Diem		\$360.00	511-080
62	Crawford, K. Russell	Spec Per Diem		\$480.00	511-080
30	Donahue, Jan	Spec Per Diem		\$480.00	511-080
68	Grimm, Brett	Spec Per Diem		\$0.00	511-080
8	Grimm, Dean	Spec Per Diem	Sept./October	\$840.00	511-080
67	Hahn, Paul	Spec Per Diem		\$0.00	511-080
36	Harris, Michael	Spec Per Diem		\$360.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem		\$0.00	511-080
56	Hobson, Lincoln C.	Spec Per Diem		\$300.00	511-080
20	Imig, Carroll	Spec Per Diem		\$300.00	511-080
66	Meisinger, Darrell	Spec Per Diem		\$240.00	511-080
61	Neuhauser, Tim	Spec Per Diem		\$300.00	511-080
43	Palmer, Rosemary	Spec Per Diem		\$120.00	511-080
16	Sinn, Greg	Spec Per Diem		\$60.00	511-080
48	Stanford, Mel	Spec Per Diem		\$60.00	511-080
54	Sundell, Sue	Spec Per Diem		\$0.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem		\$360.00	511-080
44	VonBoeckman, Terry	Spec Per Diem		\$300.00	511-080
	Auditor's Total:			\$4,560.00	

Claims Docket
Expenditure Accounts

Comty **COUNTY BOARD 100-111**
Vend-No Vend-Name

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-111-511-043	13958	PEKIN LIFE INSURANCE* CO ADM INSURANCE PREMIUM 10AADM TREM LIFE 100-111	0002838130-1109	322.50
100-111-533-152	88506	BOARD CHAIRMAN TRAVEL VISA* TRAVEL 100-111	3103-1109	45.02
100-111-533-153	75517	ADMINISTRATOR EXPENSES VISA* MARIOTT CHICAGO 100-111	2279-1009A	24.00
100-111-533-154	108	RECRUITMENT/RELOCATION EXP PEKIN DAILY TIMES*	85488	397.90
146	146	JOURNAL STAR*	IN053075	1,144.70
100-111-533-400	108	LEGAL NOTICES PEKIN DAILY TIMES*	84853	275.10
1251	5981	COURIER PUBLISHING CO* TIMES NEWSPAPERS*	352	314.58
91312	91312	COMCAST FINANCIAL AGENCY CORP* LGL NOTICE CRTS 100-111 AMNESTY PROGRAM CRTS 100-111	01107988 227683	291.90 214.50

TOTAL: 3,030.20

Claims Docket
Expenditure Accounts

Comty **COUNTY BOARD**
Vend-No **100-111**
Vend-Name

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-111-533-300	MILEAGE		
24	BERARDI*JOSEPH	MILEAGE 100-111	24-1109	9.35
25	CARIUS*JAMES	MILEAGE 100-111	25-1109	123.20
26	CRAWFORD*K RUSSELL	MILEAGE 100-111	26-1109A	316.25
29	GRIMM*DEAN	SEPT/OCT MILEAGE 100-111	29-1109	258.50
31	IMIG*CARROLL	MILEAGE 100-111	31-1109	115.50
39	SINN*GREG	MILEAGE 100-111	39-1109	31.90
155	FALMER*ROSEMARY	MILEAGE 100-111	155-1109	59.40
2041	STANFORD*MELVIN	MILEAGE 100-111	2041-1109	56.10
3424	DONAHUE*JANET	MILEAGE 100-111	3424-1109	50.60
5716	HARRIS*MICHAEL	MILEAGE 100-111	5716-1109	152.90
64636	ACKERMAN*JOHN C	MILEAGE 100-111	64636-1109	39.60
75298	HOBSON*LINCOLN C	MILEAGE 100-111	75298-1109	99.00
77953	MEISINGER*DARRELL G	MILEAGE 100-111	77953-1109	100.10
78594	NEUHAUSER*TIMOTHY D	MILEAGE 100-111	78594-1109	123.20
87928	HAHN*PAUL	MILEAGE 100-111	87928-1109	22.00

TOTAL: 1,557.60

Claims Docket
Expenditure Accounts

Comty **PUBLIC DEFENDER** 100-123
Vend-No Vend-Name

Comty	Vend-Name	Invoice-Numb	Expense-Amount
100-123-522-140	DOES & SUBSCRIPTION		
1227	BERNARDI*FRED A	0191906-1109	289.00
100-123-533-971	ASST. PUBLIC DEFENDER OFFICE		
1228	BODE*KIRK W	1228-1109	750.00
1230	SHEEHAN*DENNIS M	1230-1109	750.00
1231	PALUSKA*LARRY G	1231-1109	750.00
1235	WERTZ*MARK E	1235-1109	450.00
10092	MADISON*ANGELA	10092-1109	450.00
11449	LONERGAN*JOHN	11449-1109	450.00
16264	THOMAS*DALE	16264-1109	450.00
61048	LEUCK*JOHN F	61048-1109	450.00
69692	DLUSKI*AIMEE	69692-1109	300.00
73182	TAYLOR ATTY*LUKE	73182-1109	300.00
73183	RISINGER*MICHAEL D	73183-1109	300.00
73185	BRADSHAW*JAMES D	73185-1109	300.00
73186	SOLOMON*LAWRENCE M	73186-1109	300.00
88721	HOPPOCK*MATTHEW	88721-1109	600.00

TOTAL: 6,889.00

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
	100-124-522-010		OFFICE SUPPLIES		
	20	WILL HARMS CO*	TONER/FILES 100-124	28690	468.83
	4532	STAPLES CREDIT PLAN*	RECHARGABLE BATTERY 100-124	91516	19.99
	100-124-522-030		BOOKS & RECORDS		
	43	WEST PAYMENT CENTER*	LAWBOOK 100-124	6062046987	67.00
	43	WEST PAYMENT CENTER*	WESTLAW FOR 9/09 100-124	819167422	888.90
	43	WEST PAYMENT CENTER*	LAW BOOKS 100-124	819277588	1,341.92
	43	WEST PAYMENT CENTER*	WESTLAW FOR 10/09 100-124	819371403	872.90
	100-124-522-140		PROF. DUES AND INSURANCE		
	11234	NATIONAL DISTRICT ATTORNEYS ASSOC*	PROFESSIONAL DUES 100-124	11234-1109	570.00
	77737	PACER SERVICE CENTER*	ELECTRONIC FILING 100-124	TC1453-1109	13.44
	100-124-533-050		LEGAL SERVICES		
	9686	STATE'S ATTORNEYS APPELLATE PROS*	AREITRATION 100-124	15132	270.00
	74196	MILLER HALL & TRIGGS*	LEGAL SVC 100-124	74196-1109	11,923.15
	91095	BROWN LAW OFFICE LLC*	MERIT COMMISSION 100-124	319	3,731.00
	100-124-533-140		COURT REPORTING FEES		
	2585	ALLIANCE REPORTING SERVICE INC*	MCCLARY TRANS 100-124	40428	150.00
	2602	HARRIS*E SCOTT	TURNER TRANSCRIPT 100-124	07JA128	48.00
	5730	KOLLER*KATHERINE F	TRANSCRIPT 100-124	09CF443	84.00
	91306	GIFOTOS CSR*ANA M	GRAND JURY 10/15 100-124	102909	629.50
	100-124-533-170		WITNESS FEES		
	72470	MEDICAL SERVICE PLAN*	WITNESS FEES 100-124	091111-01	2,850.00
	100-124-533-400		LEGAL NOTICES		
	146	JOURNAL STAR*	09-JA-76 100-124	36083	39.78
	146	JOURNAL STAR*	08-JA-115 100-124	38289	161.46
	146	JOURNAL STAR*	07-JA-85 100-124	38291	166.14
	146	JOURNAL STAR*	09-JA-136 100-124	45298	42.90
	146	JOURNAL STAR*	09-JA-115-116 100-124	45299	43.68
	146	JOURNAL STAR*	09-JA-121 100-124	45303	42.90
	100-124-544-000		MISC EQUIPMENT		
	70738	VISA*	MISC. EQUIPT. 100-124	1321-1109	269.99

Claims Docket
Expenditure Accounts

Comity Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-124-522-140 97167	PROF. DUES AND INSURANCE ATTORNEY REGISTRATION AND DISC. COMM.		
100-124-533-170 97161	WITNESS FEES CITY OF JACKSONVILLE	2086 11-16-09	3,355.00
100-124-533-700 827	VEHICLE MAINTENANCE SECRETARY OF STATE	2054 10-30-09	40.00
	PLATES IMPALA	2022 10-16-09	79.00
	MANUAL TOTAL		3,474.00
	GRAND TOTAL		28,169.48

TOTAL: 24,695.48

County **COUNTY CLERK 100-152**

Vend-No Vend-Name

Invoice-Numb

Expense-Amount

100-152-522-010	OFFICE SUPPLIES		
734	QUILL CORPORATION*	1432143	129.98
734	QUILL CORPORATION*	1492522	94.16
734	QUILL CORPORATION*	1541677	1,857.06
734	QUILL CORPORATION*	9843194	90.62
100-152-522-080	ELECTION SUPPLIES		
150	MIDLAND PAPER*	35V62810	1,244.29
734	QUILL CORPORATION*	1491905	567.53
7311	VERIZON WIRELESS*	2300096461	2.10
82215	LIBERTY SYSTEMS LLC*	1763	254.00
100-152-533-410	PRINTING		
54	ARAMARK UNIFORM SERVICES INC*	5529565	25.00
54	ARAMARK UNIFORM SERVICES INC*	5540005	25.00
150	MIDLAND PAPER*	35V11820	71.85
150	MIDLAND PAPER*	35V11960	78.98
150	MIDLAND PAPER*	35V45440	1,219.93
150	MIDLAND PAPER*	35V45490	115.05
150	MIDLAND PAPER*	35V69770	611.40
150	MIDLAND PAPER*	35V69780	115.05
2606	PROFESSIONAL BINDING PRODUCTS INC*	PSI0121299	253.00
100-152-533-720	ELECTIONS EQUIPMENT MAINT		
84544	PREMIER ELECTION SOLUTIONS INC*	EWA63952	19,845.00
100-152-533-300	MILEAGE		
744	MOIRA HARTLEY		50.38
100-152-522-010	OFFICE SUPPLIES		
97165	BILL IRWIN		33.63

TOTAL: 26,600.00

check# 2023 10-23-09

check# 2067 11-06-09

MANUAL TOTAL 84.01

GRAND TOTAL 26,684.01

Claims Docket
Expenditure Accounts

Comty Vend-No	COUNTY RECORDER Vend-Name	100-153	Invoice-Numb	Expense-Amount
100-153-522-010	OFFICE SUPPLIES			
734	QUILL CORPORATION*	LASER LABELS 100-153	1188786	119.94
100-153-522-030	BOOKS & RECORDS			
4126	ILLINOIS BLUEPRINT CORPORATION*	PLATS 100-153	0908-107	408.95
100-153-533-300	MILEAGE			
260	LUTZ*ROBERT	TRANSPORTATION 100-153	2601109	57.80
100-153-533-710	OFFICE EQUIPMENT MAINTENANCE			
254	LASERPRO*	TONER 100-153	66053	90.50
100-153-533-720	PRINT TRACKING CONTRACT			
84566	APIX INTERNATIONAL INC*	PRINT TRACKING 100-153	33915-IN	575.00
TOTAL:				1,252.19
100-000-441-011	REVENUE STAMPS			
361	ILLINOIS DEPARTMENT OF REVENUE	REVENUE STAMPS		50,000.00
MANUAL TOTAL				50,000.00
GRAND TOTAL				51,252.19

Claims Docket
Expenditure Accounts

County **COUNTY TREASURER 100-155**

Vend-No Vend-Name

Invoice-Numb Expense-Amount

100-155-533-400	LEGAL NOTICES		
108	PEKIN DAILY TIMES*		
	TAX SALE AD 100-155	2788-1109	1,320.20
100-155-533-710	OFFICE EQUIPMENT MAINTENANCE		
77749	B T PUBLICATIONS*	10	522.00
80330	WALZ LABEL AND MAILING*	9157-A	245.58
		TOTAL:	<u>2,087.78</u>

Claims Docket
Expenditure Accounts

SUPERVISOR OF ASSESSMENTS 100-157

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-157-522-010	OFFICE SUPPLIES		
734	QUILL CORPORATION* OFFICE SUPPLIES 100-157	9843677	19.99
4532	STAPLES CREDIT PLAN* LABEL MAKER, LABELS 100-157	92365	168.45
100-157-522-140	DUES & SUBSCRIPTIONS		
5973	PEKIN TROPHY HOUSE & ENGRAVED GIFT RECOGNITION ITEMS 100-157	423624	26.00
100-157-533-700	VEHICLE MAINTENANCE		
90195	BEST AUTOMOTIVE* BATTERY, MECH. RPRS 100-157	1019	342.90
90239	FIRESTONE COMPLETE AUTO CARE* TIRES 100-157	87461	400.56
100-157-544-000	MISC EQUIPMENT		
734	QUILL CORPORATION* 4 DRAWER FILE CABINET 100-157	9887491	286.26
TOTAL:			<u>1,244.16</u>

Claims Docket
Expenditure Accounts

County **BOARD OF REVIEW 100-158**

Comty Vnd-No	Vnd-Name	Invoice-Numb	Expense-Amount
100-158-522-010	OFFICE SUPPLIES		
13535	US LASER PRINTERS & SUPPLIES INC* HP TONER 100-158	10753	134.99
100-158-533-300	FIELD WORK-MILEAGE		
83409	PAULLIN*ROB INSPECTION MILEAGE 100-158	83409-1109	26.95
90194	EDIE*DON PROPERTY INSPECTIONS 100-158	90194-1109	6.60
TOTAL:			<u>168.54</u>

Claims Docket
Expenditure Accounts

Comty **COMMUNITY DEVELOPEMENT 100-161**
Vend-No Vend-Name

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-161-522-013	46	WIDMER INTERIORS INC* COMPUTER SUPPLIES PERMIT FILE FOLDERS 100-161	586338	184.06
100-161-522-100	77739	CITY OF PEKIN - VEHICLE MAINT DEPT OCTOBER GAS 100-161	77739-1109	123.17
100-161-522-140	65348	ASEFM* DUES & SUBSCRIPTIONS 2010 MEMBERSHIP 100-161	11481-1109	100.00
100-161-533-060	296	CONNETT*MONICA APPEAL BOARD NOV ZBA/MILEAGE 100-161	296-1109	38.78
1210	2585	TOEVS*LOREN ALLIANCE REPORTING SERVICE INC* NOV ZBA/MILEAGE 100-161	1210-1109	17.60
6268	10667	VOGELSANG*ROBERT NEWMAN*JAMES A NOV ZBA MILEAGE 100-161	40460AN	412.50
14327	19536	SCHNICK*JOHN ZIMMERMAN*KENNETH L NOV ZBA MILEAGE 100-161	6268-1109	2.20
69484	19536	ZIMMERMAN*KENNETH L NOV ZBA MILEAGE 100-161	10667-1109	22.00
	69484	HOEFFT*MARY L NOV ZBA MILEAGE 100-161	14327-1109	16.50
			19536-1109	17.60
			69484-1109	17.60
100-161-533-300	148	DEININGER*KRISTAL MILEAGE OCT/NOV MILEAGE 100-161	148-1109	62.15
100-161-533-400	108	PEKIN DAILY TIMES* LEGAL NOTICES NOV LEGAL NOTICE 100-161	84960	103.00
1250	1251	COURIER PUBLISHING CO (MORTON)* COURIER PUBLISHING CO* NOV LEGAL NOTICE 100-161	101409	56.93
			355	59.40
100-161-533-700	15187	UFRING AUTOMALL* VEHICLE MAINTENANCE OIL CHANGE/TIRE ROTATE 100-161	FOCS17641	56.74
100-161-533-981	711	MUNICIPAL ADDRESSING INC* ADDRESSING SERVICES 4TH QUARTER PAYMENT 100-161	711-1109	1,000.00

TOTAL: 2,290.23

Claims Docket
Expenditure Accounts

County Vend-No	BUILDING ADMINISTRATION 100-181 Vend-Name	Invoice-Numb	Expense-Amount
100-181-522-080	CLEANING SERVICE SUPPLIES		
2981	AMSAN LLC*	211171772	70.00
2981	AMSAN LLC*	211617352	288.92
2981	AMSAN LLC*	212479737	431.97
2981	AMSAN LLC*	212930119	160.63
89011	SUNRISE SUPPLY*	15866	678.95
100-181-533-030	JANITORIAL SERVICE		
74	TCRC INC*	12536	2,268.01
18475	PROFESSIONAL CLEANING SVC OF CTRL	1635	4,553.77
18481	CLEMMERS JANITORIAL SERVICE*	10092	1,610.00
100-181-533-150	CONSULTANT		
85877	HDR ENGINEERING INC*	149304-H	750.00
100-181-533-200	TELEPHONE		
102	AT&T*	6946317-1109	38.03
102	AT&T*	2125457-1109	97.37
102	AT&T*	2990747-1109	121.17
222	VERIZON NORTH*	3470930-1109	41.34
222	VERIZON NORTH*	4772787-1109	66.46
222	VERIZON NORTH*	7451307-1109	33.26
222	VERIZON NORTH*	9252271-1109	60.83
222	VERIZON NORTH*	9253631-1019	72.39
222	VERIZON NORTH*	9254107-1109	78.36
222	VERIZON NORTH*	L002412-1109	53.72
5411	CENTURYTEL*	304070156-1009	45.83
5411	CENTURYTEL*	304070156-1109	42.26
100-181-533-202	CELLULAR & PAGER SERVICE		
556	USA MOBILITY WIRELESS INC*	S3528775K	29.58
7311	VERIZON WIRELESS*	38031682700001	4,029.02
100-181-533-351	PARKING LOT EXPENSES		
869011	SUNRISE SUPPLY*	15865	441.00
100-181-533-400	LEGAL NOTICES		
108	PEKIN DAILY TIMES*	84958	233.38

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	BUILDING ADMINISTRATION 100-181	Vend-Name	LGL NTC COURTS 100-181	Invoice-Numb	Expense-Amount
146	JOURNAL STAR*				IN039966	387.20
100-181-533-620		ELECTRIC & GAS				
7	AMEREN CILCO*			334 ELIZABETH 100-181	0432120171-1109	438.57
7	AMEREN CILCO*			15 S. CAPITOL 100-181	1030794006-1019	211.64
7	AMEREN CILCO*			15 S. CAPITOL 100-181	1329512003-1109	237.75
7	AMEREN CILCO*			15 S. CAPITOL 100-181	16067-59006-110	266.65
7	AMEREN CILCO*			15 S. CAPITOL 100-181	3488850005-1109	211.93
7	AMEREN CILCO*			9 S CAPITOL 100-181	3518116027-1019	24.03
7	AMEREN CILCO*			11 S 4TH ST 100-181	4109289052-1109	1,853.10
7	AMEREN CILCO*			334 ELIZABETH 100-181	6123448013-1109	84.04
7	AMEREN CILCO*			11 S CAPITOL 100-181	6246615000-1109	100.58
7	AMEREN CILCO*			416 COURT 100-181	7027064571-1109	162.03
7	AMEREN CILCO*			17 S. CAPITOL 100-181	7634524015-1109	59.99
7	AMEREN CILCO*			15 S CAPITOL 100-181	8352035006-1109	400.81
7	AMEREN CILCO*			15 CAPITOL UNIT B 100-181	8984208007-1109	226.01
7	AMEREN CILCO*			416 COURT ST 100-181	9337035532-1109	173.61
7	AMEREN CILCO*			15 CAPITOL 100-181	9551284000-1109	42.78
7	AMEREN CILCO*			360 COURT 100-181	9569812254-1109	631.70
84567	SEMPRA ENERGY SOLUTIONS LLC*			SEPT-OCT 09 100-181	1230833	6,671.82
100-181-533-630		WATER				
219	ILLINOIS AMERICAN WATER COMPANY*			334 ELIZABETH 100-181	0902079847-1109	109.93
219	ILLINOIS AMERICAN WATER COMPANY*			360 COURT ST 100-181	0902080126-1109	223.33
219	ILLINOIS AMERICAN WATER COMPANY*			11 S. 4TH ST 100-181	0902080134-1109	143.40
219	ILLINOIS AMERICAN WATER COMPANY*			418 COURT 100-181	0902080225-1109	60.72
219	ILLINOIS AMERICAN WATER COMPANY*			VAC 100-181	0902286939-1109	15.99
219	ILLINOIS AMERICAN WATER COMPANY*			ESDA 100-181	0902286947-1109	15.99
219	ILLINOIS AMERICAN WATER COMPANY*			334 ELIZABETH 100-181	0902291442-1109	44.93
219	ILLINOIS AMERICAN WATER COMPANY*			WATER SVVC 100-181	0908579824-1109	117.45
100-181-533-640		PEST CONTROL				
9	MARKLEY'S PEST ELIMINATION*			VAC 100-181	176815	30.00
9	MARKLEY'S PEST ELIMINATION*			MCKENZIE 100-181	176963	75.00
9	MARKLEY'S PEST ELIMINATION*			OPO 100-181	177422	45.00
9	MARKLEY'S PEST ELIMINATION*			VAC 100-181	178045	30.00
646	W B MCCLLOUD CO INC*			COURTHOUSE 100-181	25065550	119.00
646	W B MCCLLOUD CO INC*			TAZEWELL BUDG 10-181	25065551	74.00
90612	AMERICAN PEST CONTROL INC*			SERVICE 100-181	1008020	35.00

Claims Docket
Expenditure Accounts

Comty **BUILDING ADMINISTRATION - 100-181**
Vend-No Vend-Name

		Invoice-Numb	Expense-Amount
100-181-533-660	GARBAGE COLLECTION		
66418	X WASTE INC*	104935	106.00
66418	X WASTE INC*	105009	19.57
66418	X WASTE INC*	105010	183.34
66418	X WASTE INC*	105011	76.22
66418	X WASTE INC*	105012	41.20
66418	X WASTE INC*	105013	41.20
100-181-533-720	BUILDING MAINTENANCE		
15	14TH ST HARDWARE INC*	SM191837	6.51
15	14TH ST HARDWARE INC*	SM195747	7.82
54	ARAWAK UNIFORM SERVICES INC*	5546275	37.50
70	TUCKER PLUMBING*	09-1329	37.00
80	MENARDS*	21872	69.31
80	MENARDS*	26562	353.80
2054	COPS INC SECURITY SOLUTIONS*	19773	391.32
4532	STAPLES CREDIT PLAN*	78322	389.88
9275	THOMPSON ELECTRONICS CO*	51168	305.48
16040	PEORIA FLAG & DECORATING*	10252510	332.21
100-181-533-731	MECHANICAL EQUIP. MAINTENANCE		
18	RUYLE MECHANICAL SERVICES INC*	93597	1,650.00
18	RUYLE MECHANICAL SERVICES INC*	93670	116.30
18	RUYLE MECHANICAL SERVICES INC*	93671	363.15
18	RUYLE MECHANICAL SERVICES INC*	93792	2,172.53
100-181-533-733	ELEVATOR MAINTENANCE		
10103	KONE INC*	220224474	102.54
10103	KONE INC*	220251210A	501.00
100-181-533-770	GROUNDS MAINTENANCE		
3396	GOLF GREEN LAWN CARE*	440735	68.20
18698	OLD HERITAGE LANDSCAPING, INC*	128155	252.07
100-181-544-100	CAPITAL PROJECTS		
10103	KONE INC*	150259010	3,144.00
10103	KONE INC*	150259011	3,144.00
100-181-544-200	BLDG CONST. & REMODELING		

Comty Vend-No	Vend-Name	BUILDING ADMINISTRATION 100-181	Invoice-Numb	Expense-Amount
80	MENARDS*			
90621	RP LUMBER CO INC*	SUPPLIES CO CLRK RMDL 100-181	21873	54.21
91313	SCHIEBER/MASINELLI	CEILING TILE CO. CLK 100-181	0911-058772	37.35
		FLOOR COVERING* CARPET OPO 100-181	36502	2,334.06
				<u>45,958.00</u>
TOTAL:				
100-181-533-151		ARCHITECTURAL CONSULTANT		
66039	JOST/BECKER/JOST ARCHITECTS	ARCHITECTURAL SVCS. TAZEWELL BLDG.		8,000.00 check# 2059 10-30-09
100-181-533-200		TELEPHONE		
5411	CENTURYTEL	LAPTOP CARDS		45.83 check# 2071 11-06-09
5411	CENTURYTEL	MONTHLY SERVICE		5,658.54 check# 2024 10-23-09
68782	GREATAMERICA LEASING CORP.	MONTHLY SERVICE		4,240.04 check# 2060 10-30-09
100-181-533-620		ELECTRIC/GAS		
7	AMEREN CILCO	9 S. CAPITOL		24.22 check# 2025 10-23-09
7	AMEREN CILCO	11 S. CAPITOL		158.98 check# 2026 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		272.90 check# 2027 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		248.86 check# 2028 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		47.27 check# 2020 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		310.43 check# 2030 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		288.78 check# 2031 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		522.80 check# 2032 10-23-09
7	AMEREN CILCO	15 S. CAPITOL		135.13 check# 2033 10-23-09
7	AMEREN CILCO	17 S. CAPITOL		176.47 check# 2034 10-23-09
100-181-544-100		CAPITAL PROJECTS		
97163	SHELL SYSTEMS	FURNACE & AIR CONDITIONER		14,960.00 check# 2056 10-30-09
100-181-544-200		BLDG CONST. & REMODELING		
66039	JOST/BECKER/JOEST ARCHITECTS	ARCHITECTURAL SVCS TAZEWELL BLDG.		8,544.65 check# 2058 10-31-09
100-181-544-300		CAPITAL PROJECTS II/ACQUISITIONS		
97162	WAYNE LITWILLER EXCAVATING, INC.	EMERGENCY SHELTER-TREMONT		2,309.00 check# 2057 10-31-09
MANUAL TOTAL				45,943.90
GRAND TOTAL				91,901.90

Claims Docket
Expenditure Accounts

Comty JUSTICE CENTER 100-182
Vend-No Vend-Name

Comty	JUSTICE CENTER	100-182		Invoice-Numb	Expense-Amount
Vend-No	Vend-Name				
100-182-522-080	CLEANING SERVICE SUPPLIES				
80	MENARDS*				
2981	AMSAN LLC*		17978	105.52	
2981	AMSAN LLC*		211171764	35.00	
2981	AMSAN LLC*		211617345	1,021.85	
2981	AMSAN LLC*		212397400	272.93	
2981	AMSAN LLC*		212397418	125.77	
2981	AMSAN LLC*		212479729	914.99	
2981	AMSAN LLC*		212930093	120.00	
2981	AMSAN LLC*		212930101	107.09	
89011	SUNRISE SUPPLY*		15767	719.66	
100-182-522-710	SALT				
18377	HEART OF ILLINOIS SALT SERVICE*		45953	322.50	
18377	HEART OF ILLINOIS SALT SERVICE*		46079	322.50	
100-182-533-030	JANITORIAL SERVICE				
18481	CLEMMERS JANITORIAL SERVICE*		1009	4,100.00	
100-182-533-351	PARKING LOT EXPENSE				
89011	SUNRISE SUPPLY*		15864	441.00	
100-182-533-620	ELECTRIC/GAS				
84567	SEMPRA ENERGY SOLUTIONS LLC*		6141434333-1109	7,387.41	
100-182-533-630	WATER		1230833A	11,415.07	
219	ILLINOIS AMERICAN WATER COMPANY*		0904974672-1109	1,505.22	
219	ILLINOIS AMERICAN WATER COMPANY*		0905172862-1109	44.93	
100-182-533-640	PEST CONTROL				
89	MARKLEY'S PEST ELIMINATION*		176962	120.00	
100-182-533-660	GARBAGE COLLECTION				
67	WASTE MANAGEMENT*		2116996-2070-7	457.53	
100-182-533-720	BUILDING MAINTENANCE				
54	ARAMARK UNIFORM SERVICES INC*		5535886	37.50	
70	TUCKER PLUMBING*		09-1272	225.00	

Claims Docket
Expenditure Accounts

Comty Vend-No	JUSTICE CENTER Vend-Name	100-182	Invoice-Numb	Expense-Amount
80	MENARDS*			
2054	COPS INC SECURITY SOLUTIONS*		26563	298.16
2056	GETZ FIRE EQUIPMENT*		19751	90.58
3398	GRAINGER*		16-521485	198.20
67445	GRAYBAR ELECTRIC COMPANY INC*		9114625016	38.68
67445	GRAYBAR ELECTRIC COMPANY INC*		944314470	61.50
69049	COMMERCIAL IRRIGATION & TURF*		944570741	403.25
70725	FASTENAL COMPANY*		9678	250.00
70725	FASTENAL COMPANY*		ILPEK38981	246.44
71382	ENTEC SERVICES INC*		ILPEK39198	387.73
78439	MID-ILLINI MOTORSPORTS*		S39879	2,449.00
80442	CUSTOMCARE EQUIPMENT SALES*		391254	8.95
82673	MAHONEY ENVIRONMENTAL*		14268	271.80
			12077163	172.00
100-182-533-731	MECHANICAL EQUIP. MAINT			
71382	ENTEC SERVICES INC*		RPR BOILERS/RTU 1 100-182	523.90
100-182-533-733	ELEVATOR MAINTENANCE			
10103	KONE INC*		220229561	324.00
10103	KONE INC*		220251210	329.00
100-182-533-770	GROUPS MAINTENANCE			
3396	GOLF GREEN LAWN CARE*		441764	42.02
3396	GOLF GREEN LAWN CARE*		TREES,SHRUBS DRMNT OIL 100-182 442327	69.50
100-182-544-200	BLDG CONST & REMODELING			
668	VONDERHEIDE FLOOR COVERINGS CO INC		CARPET JAIL CLK/BOOKING 100-1 15806	3,280.00
10108	M PERDUE PAINTING & COATINGS INC*		PAINT FOR SHOWERS 100-182 3177	3,445.00
10108	M PERDUE PAINTING & COATINGS INC*		PAINTING IN SHOWERS 100-182 3178	1,530.00
TOTAL:				44,221.18

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	100-211-522-010		OFFICE SUPPLIES		
	734	QUILL CORPORATION*	SUPPLIES 100-211	1372561	160.22
	734	QUILL CORPORATION*	BAL PO 50128 100-211	1424605	22.16
	734	QUILL CORPORATION*	BAL PO 50128 100-211	1432667	59.91
	734	QUILL CORPORATION*	SUPPLIES 100-211	1513022	167.92
	13535	US LASER PRINTERS & SUPPLIES INC*	INK CARTRIDGES 100-211	10750	802.89
	13535	US LASER PRINTERS & SUPPLIES INC*	LASERJET TONER 100-211	10819	64.99
	100-211-522-011		FIELD SUPPLIES		
	80	MENARDS*	DET SUPPLIES 100-211	23895	3.96
	240	SHERIFF'S PETTY CASH*	POSTAGE 100-211	201011821	16.30
	246	EMPLOYEE DATA FORMS*	09-10 EMP CALENDAR 100-211	10-11708	42.75
	2054	COPS INC SECURITY SOLUTIONS*	LOCK/KEY FOR DETECTOR 100-211	19774	191.95
	2184	RAY O'HERRON CO INC*	FLASHLIGHT 100-211	920843-IN	514.63
	13455	AMERICAN RED CROSS*	FIRST AID/CPR KIT 100-211	4505	285.00
	13455	AMERICAN RED CROSS*	GLOVES/BARRIERS 100-211	4564	22.00
	81419	MCCLAIN RADAR SERVICE LLC*	RADAR CERTIFICATIONS 100-211	1664	1,190.00
	90609	VISA*	GPS LOWER 100-211	1011-1109C	179.99
	90609	VISA*	4GB FLASH LOWER 100-211	10111109B	24.99
	91307	PATC TECH FORENSIC DIGITAL EVIDENC	FORENSIC SOFTWARE 100-211	N009-10228	1,560.95
	100-211-522-050		MEDICAL SUPPLIES		
	48	PEKIN HOSPITAL*	LAB TESTS 100-211	10/31-11/02/09	30.65
	48	PEKIN HOSPITAL*	INMATE CARE 100-211	5672817	148.30
	245	PRAXAIR DISTRIBUTION INC-465*	JAIL OXYGEN 100-211	34767920	14.75
	100-211-522-100		GASOLINE & OIL		
	240	SHERIFF'S PETTY CASH*	SQUAD FUEL 100-211	10502209	32.00
	17631	TAZEWELL COUNTY HIGHWAY*	FUEL SHERIFF 10/ 09 100-211	80596	10,110.14
	17631	TAZEWELL COUNTY HIGHWAY*	FUEL STATES ATTY 10/09 100-211	80601	85.98
	81739	VISA*	SQUAD FUEL 10/09 100-211	4555-1109	217.28
	90609	VISA*	SQUAD FUEL LOWER 100-211	1011-1109D	37.21
	90609	VISA*	SQUAD FUEL LOWER 100-211	1011-1109E	34.92
	90609	VISA*	SQUAD FUEL LOWER 100-211	1011-1109F	44.01
	90609	VISA*	SQUAD FUEL LOWER 100-211	1011-1109G	42.36
	90609	VISA*	SQUAD FUEL LOWER 100-211	1011-1109H	36.58
	90609	VISA*	SQUAD FUEL LOWER 100-211	1011-1109I	20.00
	90609	VISA*	METRO LOWER 100-211	1011-1109J	7.80

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	90609	VISA*		1011-1109K	20.27
	90609	VISA*		1011-1109L	27.60
	90609	VISA*		1011-1109M	28.93
	90609	VISA*		1011-1109N	21.36
	90609	VISA*		1011-1109P	208.57
	100-211-522-110		UNIFORMS & CLOTHING		
	51	LPD UNIFORMS*		216334	645.70
	51	LPD UNIFORMS*		216426/30	1,925.10
	51	LPD UNIFORMS*		216427/29	1,948.31
	51	LPD UNIFORMS*		216428	87.90
	51	LPD UNIFORMS*		216432	93.40
	51	LPD UNIFORMS*		216438	380.00
	51	LPD UNIFORMS*		216441	649.70
	51	LPD UNIFORMS*		216453	299.70
	51	LPD UNIFORMS*		216462	109.94
	51	LPD UNIFORMS*		216463	124.10
	51	LPD UNIFORMS*		216466	89.90
	51	LPD UNIFORMS*		216471	158.44
	51	LPD UNIFORMS*		216472	95.00
	51	LPD UNIFORMS*		216479	549.65
	51	LPD UNIFORMS*		216480	650.00
	51	LPD UNIFORMS*		216489	65.00
	51	LPD UNIFORMS*		216491	39.95
	51	LPD UNIFORMS*		216498	85.00
	62	PEKIN GUN & SPORTING GOODS INC*		93747	60.96
	62	PEKIN GUN & SPORTING GOODS INC*		93970	200.00
	62	PEKIN GUN & SPORTING GOODS INC*		95368	135.94
	227	PEKIN SHOE REPAIR*		13022	78.00
	227	PEKIN SHOE REPAIR*		13023	199.76
	227	PEKIN SHOE REPAIR*		558	154.76
	2240	SHERIFF'S PETTY CASH*		102609	14.00
	248	SAM HARRIS UNIFORMS*		68254	35.00
	248	SAM HARRIS UNIFORMS*		68494	347.61
	2184	RAY O'HERRON CO INC*		927852-IN	354.22
	2184	RAY O'HERRON CO INC*		927955-IN	10,740.00
	2184	RAY O'HERRON CO INC*		927956-IN	5,148.00
	15560	GT DISTRIBUTORS - AUSTIN*		285979	282.89
	15560	GT DISTRIBUTORS - AUSTIN*		286169	94.95

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	15560	GT DISTRIBUTORS - AUSTIN*		287826	8.99
	18701	MAHR*RANDY		18701-1109	117.48
	88942	COPPLUS INC*		88942-1109	38.57
	89284	GT DISTRIBUTORS OF GEORGIA*		144091	154.80
	89284	GT DISTRIBUTORS OF GEORGIA*		144172	49.90
	89284	GT DISTRIBUTORS OF GEORGIA*		144380	32.95
	89284	GT DISTRIBUTORS OF GEORGIA*		144413	39.95
	89284	GT DISTRIBUTORS OF GEORGIA*		144537	74.95
	90609	VISA*		1011-1109A	36.00
	100-211-522-120		WEAPONS & AMMUNITION		
	76172	GIL HEBARD GUNS INC*		38070-2	1,363.80
	79370	ULTRAMAX*		108304	792.00
	100-211-522-140		DUES & SUBSCRIPTIONS		
	74885	CENTRAL IL EMERGENCY RESP TEAM*	2010 ANNUAL DUES 100-211	74885-1109	150.00
	100-211-533-020		K-9 EXPENSES		
	240	SHERIFF'S PETTY CASH*		255574	9.99
	100-211-533-050		HEALTH PROFESSIONALS, LTD		
	238	PEKIN PRESCRIPTION LAB INC*	INMATE DRUGS 10/09 100-211	238-1109	4,365.27
	3786	HEALTH PROFESSIONALS LTD*	RECONCIL APR-JUN 09 100-211	1571	10,920.59
	100-211-533-060		PRISONERS FOOD		
	74027	A'VIANDS LLC*	PLATES 100-211	32769	25.89
	74027	A'VIANDS LLC*	INMATE MLS 10/1-10/3 100-211	32992	2,171.10
	74027	A'VIANDS LLC*	INMATE MLS 10/4-10/10 100-211	32993	5,317.97
	74027	A'VIANDS LLC*	INMATE MLS 10/10-10/22 100-211	32994	5,297.03
	74027	A'VIANDS LLC*	INMATE MLS 10/18-10/24 100-211	33194	5,055.17
	74027	A'VIANDS LLC*	INMATE MLS 10/25-10/31 100-211	33195	5,288.62
	74027	A'VIANDS LLC*	CUPS 100-211	33276	15.73
	100-211-533-700		VEHICLE MAINTENANCE		
	90195	BEST AUTOMOTIVE*	MAINT 06-4 100-211	100909A	27.99
	90195	BEST AUTOMOTIVE*	BATTERY 06-7 100-211	101109	119.95
	90195	BEST AUTOMOTIVE*	MAINT 07-8 100-211	101309	27.99
	90195	BEST AUTOMOTIVE*	TIRES 08-4 100-211	101309A	144.00
	90195	BEST AUTOMOTIVE*	BRAKES 05-4 100-211	101309B	291.91

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
90195		BEST AUTOMOTIVE*		101409	55.98
90195		BEST AUTOMOTIVE*		101509	225.89
90195		BEST AUTOMOTIVE*		101509A	324.95
90195		BEST AUTOMOTIVE*		1016	373.94
90195		BEST AUTOMOTIVE*		1017	27.99
90195		BEST AUTOMOTIVE*		1018	14.98
90195		BEST AUTOMOTIVE*		1020	269.89
90195		BEST AUTOMOTIVE*		102109	27.99
90195		BEST AUTOMOTIVE*		102109A	52.99
90195		BEST AUTOMOTIVE*		1022	45.86
90195		BEST AUTOMOTIVE*		1023	50.36
90195		BEST AUTOMOTIVE*		102309	27.99
90195		BEST AUTOMOTIVE*		102309A	126.14
90195		BEST AUTOMOTIVE*		102309B	115.19
90195		BEST AUTOMOTIVE*		102609	162.86
90195		BEST AUTOMOTIVE*		102709	121.98
90195		BEST AUTOMOTIVE*		102809	185.98
90195		BEST AUTOMOTIVE*		102909	27.99
90195		BEST AUTOMOTIVE*		110209	27.99
90195		BEST AUTOMOTIVE*		110309	31.98
90195		BEST AUTOMOTIVE*		110409	27.99
90195		BEST AUTOMOTIVE*		110409A	575.90
90195		BEST AUTOMOTIVE*		110509	35.84
90195		BEST AUTOMOTIVE*		110609	31.98
90195		BEST AUTOMOTIVE*		110609A	97.58
90239		FIRESTONE COMPLETE AUTO CARE*		86782	735.70
90609		VISA*		1011-1109Q	58.53
91311		LET IT SHINE*		91122046	70.00
100-211-533-760			RADIO MAINTENANCE		
230		MOYER ELECTRONICS INC*		10344	22.50
230		MOYER ELECTRONICS INC*		243845	29.95
230		MOYER ELECTRONICS INC*		243859	16.95
1265		RAGAN COMMUNICATIONS INC*		305657	139.40
1265		RAGAN COMMUNICATIONS INC*		305663	70.80
100-211-544-001			MISC EQUIPMENT		
85980		PENTAR LLC*		10257	611.07
			SURVEILLANCE CAMERA 100-211		

89,083.90

Comty	Vend-No	Vend-Name	ESDA (100-213)	Invoice-Numb	Expense-Amount
	100-213-533-300		MILEAGE		
	30487	COOK*DAWN		320487-1109A	42.90
				TOTAL:	<u>42.90</u>

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
100-214-533-000		CONTRACTUAL SERVICE		
87	SEICO INC*		59394	330.00
87	SEICO INC*	3 VOICE DIALERS 100-214	59629	360.00
87	SEICO INC*	PANIC BUTTON PROBATION 100-214	59630	444.00
87	SEICO INC*	BATTERY PANEL OPO 100-214	59916	426.15
87	SEICO INC*	REP MONITOR 100-214	60016	525.00
230	MOYER ELECTRONICS INC*	ID CARDS 100-214	9112	240.00
1265	RAGAN COMMUNICATIONS INC*	SERV CONTR 11/09 100-214	305732	27.12
1265	RAGAN COMMUNICATIONS INC*	CORONER RADIO 11/09 100-214	305735	1,695.00
84051	CRIMECOG TECHNOLOGIES INC*	SHERIFF RADIO 11/09 100-214	1845	650.00
		EJS SYSTEM UPDATE 100-214		

TOTAL: 4,697.27

Claims Docket
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Comty	Vend-No	Vend-Name	COUNT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	100-230-522-100		GASOLINE/OIL		
	17631	TAZEWELL COUNTY HIGHWAY*	FUEL FOR SQUADS 10/09 100-230	80599	173.27
	77739	CITY OF PEKIN - VEHICLE MAINT DEPT	FUEL FOR 10/09 100-230	77739-1109A	851.55
	100-230-522-140		BUES & SUBSCRIPTIONS		
	18699	PERSONAL PROTECTION CONSULTANTS*	OCAT INSTRUC ANNUAL 100-230	0-18930-1109	55.00
	100-230-533-000		CONTRACTUAL SERVICE		
	77755	AAA CERTIFIED CONFIDENT SECURITY*	FILE DESTRUCTION 100-230	33473	141.12
	78691	CITYLINK*	50 SINGLE BUS PASSES 100-230	111009	50.00
	100-230-533-080		WORK RELEASE/ELECTRONIC MON		
	333	BI INC*	WORK RELEASE SVC 10/09 100-230	608361	128.65
	333	BI INC*	ELEC MNTNG SVC 10/09 100-230	608362	752.21
	5868	INTOXIMETERS INC*	2 PET METERS/GAS CANS 100-230	234089	1,170.00
	0624	CAM SYSTEMS*	GPS MONITARY FOR 9/09 100-230	2762-2767	1,402.50
	100-230-533-180		MEDICAL SERVICES		
	335	MARY DAVIS DETENTION HOME*	JV PHYSICAL 100-230	335-1109B	20.00
	580	ALCOPRO INC*	RFR ON METER 100-230	0134520-IN	77.50
	6867	REDWOOD TOXICOLOGY LABORATORY INC*	DRUG SCREENINGS 100-230	3417200910	528.50
	0736	VISA*	SHIPPING FEE 100-230	1511-1109A	9.83
	7937	AMERICAN SCREENING CORP*	DRUG TESTING SUPPLIES 100-230	202723	172.00
	7937	AMERICAN SCREENING CORP*	DRUG TESTING SUPPLIES 100-230	202874	795.00
	00-230-533-220		T/PCCC		
	265	RAGAN COMMUNICATIONS INC*	REPROGRAM OF RADIO 100-230	305651	40.00
	265	RAGAN COMMUNICATIONS INC*	REPLACE WIRING ANTENA 100-230	305652	91.00
	265	RAGAN COMMUNICATIONS INC*	REPLACE WIRE/ ANTENA 100-230	305653	89.20
	265	RAGAN COMMUNICATIONS INC*	MO. SVC CHARGE 100-230	305729	203.40
	100-230-533-700		VEHICLE MAINTENANCE		
	77739	CITY OF PEKIN - VEHICLE MAINT DEPT	VEHICLE REPAIRS 100-230	77739-1109B	869.90
	100-230-533-910		TRAINING		
	275	NIEMANN FOODS INC*	FOOD FOR TRAINING 100-230	1055218	61.26
	275	NIEMANN FOODS INC*	FOOD FOR TRAINING 100-230	1055219	23.40
	751	WALKER*SUSAN	PARKING /TRAINING 100-230	751-1109	13.00

Claims Docket
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Conty	Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	2183	UNIVERSITY OF ILLINOIS-CAR*	CONTROL TRAIN TACTICS 100-230	UPIN4797	359.00
	2183	UNIVERSITY OF ILLINOIS-CAR*	CENTRAL TACT TRAIN 100-230	UPIN4797A	359.00
	2597	CLAR*KIMBERLY	PARKING/TRAINING 100-230	2597-1109	13.00
	12542	HOWE*JOE	PARKING/TRAINING 100-230	12542-01109	7.00
	15778	BRADLEY UNIVERSITY*	REGIST/ NEGOTIATNS SOL 100-230	1109091325891	39.00
	15778	BRADLEY UNIVERSITY*	REGIST FEE 100-230	1325883-10	39.00
	15778	BRADLEY UNIVERSITY*	REGIST FEE 100-230	1325883-11	39.00
	62810	TURNER*MORIAH	PARKING AT TRAINING 100-230	62810-1109	6.00
	70736	VISA*	HOTEL ROOM TRAINING 100-230	1511-1109	288.56
	100-230-544-000		COMPUTER HARDWARE/SOFTWARE		
	87	SEICO INC*	KPR ON MOBILE TRACKER 100-230	59501	110.00
	87	SEICO INC*	GLOBAL TRAINING FEE 100-230	59822	231.00
	87	SEICO INC*	MOVED CARD READER 100-230	59915	110.00
	350	SOLUTION SPECIALTIES INC*	NETWORK SVC CHRGS 100-230	152713941810496	55.10
	9464	COMMUNICATION REVOLVING FUND*	COMMUNICATION CHRGS 100-230	T1012002	105.54
	100-230-544-001		MISC EQUIPMENT		
	18465	STAPLES ADVANTAGE*	FILE SORTER 100-230	98510998	52.68
	69044	ALLSTATE IMAGING INC*	FAX DRUM 100-230	879884	199.94
	100-230-544-002		OFFICER SAFETY EQUIPMENT		
	2184	RAY O'HERRON CO INC*	OFFICE SFTY EQPT 100-230	921557-IN	100.20
	2184	RAY O'HERRON CO INC*	OFFICE SAFETY EQPT 100-230	929148-IN	898.80
	100-230-533-080		WORK RELEASE/ELECTRONIC MON.		
	70736	VISA	MISCELLANIOUS		42.91
	100-230-533-180		MEDICAL SERVICES		
	97837	AMERICAN SCREENING CORP.	SWEAT PATCHES/CUPS		1,134.75
	100-230-533-910		TRAINING		
	8407	EMPLOYERS ASSOCIATION	LAW UPDATE		540.00
	83222	WOMEN IN LEADERSHIP	LUNCHEON		20.00
	100-230-544-000		COMPUTER HARDWARE/SOFTWARE		
	7311	VERIZON WIRELESS	LAPTOP CARDS		399.69
					2,137.35
					12,868.46
					10,731.11

TOTAL:

MANUAL TOTAL
GRAND TOTAL

Claims Docket
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Comty	Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Num	Expense-Amount
	100-231-533-070		DETEITION		
335	MARY DAVIS DETENTION HOME*		JV DETENTION 10/09 100-231	335-1109	1,210.00
10816	PEORIA COUNTY JUVENILE DETENTION*		JV DETENTION 10/09 100-231	10816-1109	2,520.00
	100-231-533-190		PRIVATE HOMES & INSTITUTIONS		
335	MARY DAVIS DETENTION HOME*		JV PLACEMENT 10/09 100-231	335-1109A	5,605.00
345	ARROWHEAD RANCH*		JV PLACEMENT 10/09 100-231	1373-IN	8,902.80
2068	NEXUS-ONERGA ACADEMY*		JV PLACEMENT 10/09 100-231	08JDI7-1109	8,452.15
				TOTAL:	<u>26,689.95</u>

Claims Docket
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Comty	Vend-No	Vend-Name	LEGAL SERVICES (100-232)	Invoice-Numb	Expense-Amount
	100-232-522-010		OFFICE SUPPLIES		
4532	STAPLES CREDIT PLAN*		MISC OFFICE SUPPLIES 100-232	91338	458.29
	100-232-533-300		MILEAGE		
101	KNIGHT*LISA		MILEAGE 100-232	101-1109	3.96
	100-232-544-000		NEW EQUIPMENT		
80	MENARDS*		HUMIDIFIER FOR OFFICE 100-232	27508	79.99
4532	STAPLES CREDIT PLAN*		DRUM UNIT & INK 100-232	91338A	144.98
				TOTAL:	<u>687.22</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
	100-252-522-100		GASOLINE		
	17631	TAZEWELL COUNTY HIGHWAY*		80598	127.74
	100-252-533-020		PATHOLOGY EXPENSE		
	323	TARASKA MD*DR JOHN J	AUTOPSY 100-252	A-10-09	800.00
	323	TARASKA MD*DR JOHN J	AUTOPSY 100-252	A-11-09	800.00
	323	TARASKA MD*DR JOHN J	AUTOPSY 100-252	A-8-09	800.00
	323	TARASKA MD*DR JOHN J	AUTOPSY 100-252	A-9-09	800.00
	69046	QUARELLO*JANE L	AUTOPSY ASST (3) 100-252	A-07-08-10-09	425.00
	83587	LAIR DEATH INVESTIGATIONS*	AUTOPSY ASSIST (2) 100-252	1747	350.00
	83587	LAIR DEATH INVESTIGATIONS*	REN-1652-C9 ASST 100-252	1754	175.00
	83587	LAIR DEATH INVESTIGATIONS*	ASSIST 100-252	1762	175.00
	83587	LAIR DEATH INVESTIGATIONS*	ASSIST 100-252	1768	175.00
	91305	GALLETTI*KELA	AUTOPSY ASSIST 100-252	100709	125.00
	100-252-533-021		TOXICOLOGY LAB EXPENSE		
	9679	SLU DEPT OF PATHOLOGY*	TOX ON 6 DEATHS 100-252	T1010071	750.00
	100-252-533-022		MORGUE USE EXPENSE		
	48	PEKIN HOSPITAL*	MORGUE USE 100-252	A-06-07-09	624.00
	48	PEKIN HOSPITAL*	PEKIN MORGUE USE 10/09 100-252	A-08-09-10-09	936.00
	322	CENTRAL ILLINOIS MORTUARY SERVICES	DEATHS IN OCTOBER 100-252	322-1109	950.00
	100-252-533-300		MILEAGE		
	363	SEWARD*MICHAEL	MILEAGE OCT/NOV 100-252	363-1109	24.48
	77194	PRICE*SCOTT A	MILEAGE/ SCENE CALLS 100-252	77194-1109	77.66
	100-252-533-370		BODY REMOVAL		
	322	CENTRAL ILLINOIS MORTUARY SERVICES	BODY REMOVAL IN OCT 100-252	322-1109A	1,000.00
	88161	VISION MEDICAL*	BODY BAGS 100-252	22155	348.20
	100-252-533-700		VEHICLE MAINTENANCE		
	316	VELDE FORD SALES INC*	WORK ON SQUAD 100-252	F0CS275485	74.99
	100-252-544-001		GRANT EQUIPMENT		
	1249	GALLS AN ARAMARK CO*	MILON DUTY BELT 100-252	510197547	5.24
	1249	GALLS AN ARAMARK CO*	EQUIP FOR OFFICE 100-252	510216746	80.00
	1249	GALLS AN ARAMARK CO*	OFFICE EQUIP 100-252	510218129	527.56

Comty Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
62557	CDW GOVERNMENT INC*	OFFICE COMPUTER 100-252	QNR2146	1,036.11
62557	CDW GOVERNMENT INC*	DVDR DUPLICATOR 100-252	QPF8579	266.75
62557	CDW GOVERNMENT INC*	SONY NEC OPTIAR 100-252	QQB9131	39.99
TOTAL:				<u>11,493.72</u>

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Comty	Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Numb	Expense-Amount
	100-711-522-010		OFFICE SUPPLIES		
100		BYERS PRINTING COMPANY*	RECEIPT BOOKS 100-711	101409	371.50
4532		STAPLES CREDIT PLAN*	OFFICE SUPPLIES 100-711	78206	34.98
4532		STAPLES CREDIT PLAN*	OFFICE SUPPLIES 100-711	9198861811	120.29
16290		SOFTWARE TECHNOLOGY INC*	1099 FORMS LASER 100-711	58375	8.50
68097		WENDELIN CONSULTING GROUP INC*	CONVERTERS 100-711	2003-492	57.98
100-711-522-140			DUES & SUBSCRIPTIONS		
68006		AREA III REGIONAL SUPERINTENDENTS* FY10	AREA III DUES 100-711	110609	250.00
100-711-533-300			MILEAGE		
67086		HOUGHIN*ROBIN G	OCT MILEAGE 100-711	67086-1109B	85.25
88507		STUEVE*RANDY	OCT 09 MILEAGE 100-711	88507-1109	28.60
100-711-533-800			HEALTH LIFE/SAFETY INSPECTIONS		
88258		STUEVE*RANDY	4 INSPECTIONS 100-711	88258-1109	400.00

TOTAL: 1,357.10

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Comity Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
100-800-522-010		OFFICE SUPPLIES		
20	WILL HARMS CO*	CALENDARS 100-800	28661	47.94
20	WILL HARMS CO*	SIGNATURE STAMPS 100-800	28688	58.39
4532	STAPLES CREDIT PLAN*	FILE BINS 100-80	74970	64.97
100-800-522-040		JUROR FOOD		
11446	COURTYARD CAFE*	JUROR FOOD 100-800	08DT537	100.10
100-800-533-120		ATTORNEY FEES		
10092	MADISON*ANGELA	APPELLANT ATTY FEES 100-800	07JA29	2,624.96
73182	TAYLOR ATTY*LUKE	GAL FEES 100-800	08F16	1,051.00
73184	FLANAGAN*JEFFREY	ATTY FEE CRT APPT CNSL 100-800	05MR91	5,937.50
100-800-533-140		COURT REPORTING FEES		
2585	ALLIANCE REPORTING SERVICE INC*	TRANSCRIPT 100-800	40427PM	280.50
5730	KOLLER*KATHERINE F	TRANSCRIPT 100-800	08JA63	73.50
5730	KOLLER*KATHERINE F	TRANSCRIPT 100-800	09CF49	27.00
5730	KOLLER*KATHERINE F	TRANSCRIPT 100-800	09CF510	60.00
91306	GIFTCO CSR*AANA M	TRANSCRIPT 100-800	098CF483	93.00
100-800-533-170		WITNESS FEES		
2482	ZAVALA*CATALINA	SPANISH TRANSLATOR 100-800	09TR15942-43	65.00
2482	ZAVALA*CATALINA	SPANISH INTERPRETER 100-800	09TR16039	65.00
65743	PHAN*AN V	VIETNAMESE TRANS 100-800	09-CF-505	130.00
65743	PHAN*AN V	VIETNAMESE TRANS 100-800	09CF505	65.00
82948	WITHERSPOON PHD*KIRK	WITNESS FEES 100-800	7238	1,928.50
100-800-533-180		TESTING FEES		
75308	ECKERT PSY D*DR JOEL O	FITNESS EVALUATION 100-800	09CF479	576.00
75308	ECKERT PSY D*DR JOEL O	FITNESS EVALUATION 100-800	09CM525	960.00
78454	SCHIEBEL*DR. L.W.	RESEARCH FEES 100-800	09-CF-293	3,000.00
82948	WITHERSPOON PHD*KIRK	TESTING 100-800	7761	3,465.17
TOTAL:				20,673.53

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County Vend-No	Vend-Name	COURTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
100-913-522-010		OFFICE SUPPLIES		
75516	OFFICE DEPOT*	SUPPLIES 100-913	489872161001	75.50
100-913-522-300		COMPUTER SUPPLIES		
734	QUILL CORPORATION*	LASERJET CART 100-913	1369228	539.98
734	QUILL CORPORATION*	LASERJET CART 100-913	1374454	155.69
734	QUILL CORPORATION*	INKJET CART. 100-913	9928664	547.12
4532	STAPLES CREDIT PLAN*	SUPPLIES 100-913	90708	363.85
100-913-533-011		COMPUTER MAINTENANCE		
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	INST ESX14 TO NW SRVR 100-913	5623	800.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	WORK ON NEW WEBSITE 100-913	5644	250.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	WORK ON NEW WEBSITE 100-913	5648	50.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	WORK ON NEW WEBSITE 100-913	5652	100.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	UPDATE SERVER 100-913	5657	575.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	NEW WEBSITE WORK 100-913	5666	100.00
100-913-533-013		ADMN ADJUDICATION SERVICE		
30	HELLER P C*J BRIAN	PRO SVC CODE HRNGS 100-913	10194	696.60
100-913-533-210		POSTAGE		
12217	QUICKSILVER MAILING SERVICES*	1ST CLASS PRESORT 100-913	60990	398.87
70675	UNITED STATES POSTAL SERVICE*	OCT POSTAGE 100-913	70675-1109	5,799.12
100-913-533-320		COPY MACHINE MAINTENANCE/USAGE		
90611	DIGITAL COPY SYSTEMS LLC*	OCT 09 COPY COUNTS 100-913	CNIN054371	1,766.81
100-913-533-910		EDUCATION/TRAVEL/TRAINING		
26	CRAWFORD*K RUSSELL	LODGING/PKNG C. BOARD 100-913	26-1109B	163.80
2183	UNIVERSITY OF ILLINOIS-GAR*	BASIC TRAINING SHERIFF 100-913	UPIN4817	6,748.00
12814	OWEN*GAIL S	LODGING/MILEAGE 100-913	12814-1109	281.86
67086	HOUCHIN*ROBIN G	WORKSHOP 100-913	67086-1109	61.60
67086	HOUCHIN*ROBIN G	LODNG/MILEAGE REIMB 100-913	67086-1109A	281.86
70738	VISA*	DOMESTIC VIOLENCE CONF.100-913	1321-1109a	595.00
90609	VISA*	FBI CLASS LOWER 10-913	1011-1109	566.50
90609	VISA*	TRAINING SHERIFF 100-913	1011-1109B	211.44
100-913-533-970		YOUTH SERVICES BOARD		

TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	1224	YOUTH SERVICE BOARD*	GRANT AGREEMENT 100-913	1224-1109	3,750.00
	100-913-533-971		TRI-CO. REG. PLANNING COMMISS.		
	1223	TRI-COUNTY REGIONAL PLANNING COMM*	GRANT AGREEMENT 100-913	1223-1109	4,000.00
	100-913-533-972		TAZ CO SOIL & WATER CONSER.		
	662	TAZEWELL COUNTY SOIL & WATER CONS*	GRANT AGREEMENT 100-913	662-1109	1,875.00
	100-913-533-978		ECONOMIC DEVELOPMENT COUNCIL		
	828	EDC INC*	1/4 BILLING 9/09-11/09 100-913 400		17,706.25
	100-913-533-979		CTR FOR PREVENTION OF ABUSE		
	1218	CENTER FOR PREVENTION OF ABUSE*	GRANT AGREEMENT 100-913	1218-1109	6,750.00
	100-913-533-981		HEARTLAND COMM. HEALTH CLINIC		
	1220	HEARTLAND COMM HEALTH CLINIC*	GRANT AGREEMENT 100-913	1220-1109	1,250.00
	100-913-533-983		HOUSE OF HOPE		
	15563	TAZEWELL COUNTY HOUSE OF HOPE*	GRANT AGREEMENT 100-913	15563-1109	1,000.00
	100-913-544-000		TECHNOLOGY UPGRADES		
	62557	CDW GOVERNMENT INC*	SYMANTEC BACKUP 100-913	QMW1124	385.00
	62557	CDW GOVERNMENT INC*	NEW SERVER-ROE 100-913	QPT2079	4,304.78
				TOTAL:	62,149.63
	100-913-533-210		POSTAGE		
	214	POSTMASTER	PERMIT # 51		1,200.00
	656	UPS	POSTAGE TREASURER		1,000.00
	100-913-533-320		COPY MACHINE MAINTENANCE/USAGE		
	90611	DIGITAL COPY SYSTEMS	SEPT 09 MAINT/LEASE CONTRACTS		4,221.40
	100-913-533-910		EDUCATION/TRAVEL/TRAINING		
	263	KEVIN JOHNSON	M & IE S/A		78.00
	368	STEWART UMHOLTZ	M & IE (3)DAYS S/A		150.00
	368	STEWART UMHOLTZ	M & IE S/A		78.00
	1244	ILLINOIS STATES ATTORNEY ASSOC.	TUITION S/A		450.00
	2985	CAELYN DEEB-DIVER	M & IE S/A		78.00
	5417	MIKE GREEN	M & IE S/A		78.00
	8407	EMPLOYERS ASSOCIATION	CO. CLERK		330.00
	10119	CHRIS MCKINNEY	M & IE SHERIFF		99.00

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Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Number	Expense-Amount
	100-913-533-910		EDUCATION/TRAVEL/TRAINING		
	2814	GAIL OWEN	LARSS/ISBE INADVANCE ROE	123.00 check# 2045	10-23-09
	64179	NICOLE JONES	TRAINING REIMB S OF A	221.67 check# 2039	10-23-09
	6086	ROB HOUGHIN	LARSS/ISBE IN ADVANCE ROE	123.00 check# 2046	10-23-09
	78207	DEANNA GRAY	TRAINING REIMB S/A	154.33 check# 2073	11-06-09
	79595	BRIAN COX	HAZMAT TRAINING HAZMAT	250.00 check# 2072	11-06-09
	87691	GARY TWIST	MILEAGE REIMB S OF A	71.50 check# 2084	11-12-09
	87691	GARY TWIST	MILEAGE REIMB S OF A	77.00 check# 2040	10-23-09
	97164	RHONDA SPRACKLEN	TRAINING SHERIFF	126.00 check# 2053	10-30-09
	97164	RHONDA SPRACKLEN	TRAINING SHERIFF	248.38 check# 2068	11-06-09
	100-913-544-001		HAZMAT EQUIPMENT		
	1117	PEKIN FIRE DEPARTMENT		2,111.03 check# 2074	11-06-09
			MANUAL TOTAL	11,268.31	
				73,417.94	

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Comty	Vend-No	Vend-Name	TOWNSHIP BRIDGE FUND (201-311)	Invoice-Numb	Expense-Amount
	201-311-533-110	ENGINEER CONSULTANT			
	20682	FEHR-GRAHAM & ASSOCIATES*	MORTON TWP BRIDGE 201-311	4-1009	6,583.36
TOTAL:					<u>6,583.36</u>

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Comty	Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
	202-311-522-010		OFFICE SUPPLIES		
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	TFF17600	16.88
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XXB63200	71.98
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XXB63201	28.47
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XXM23400	90.06
	20145	POSTMASTER 2*	STAMPS 202-311	2020	88.00
	202-311-522-720		MAINTENANCE MATERIALS		
	20030	KROLL HEATING A/C REFRIG CO*	MONTHLY SVC 202-311	41692	65.00
	20031	LAWSON PRODUCTS INC*	SUPPLIES 202-311	8545055	643.17
	20031	LAWSON PRODUCTS INC*	SUPPLIES 202-311	8575830	524.43
	20041	PRAXAIR DISTRIBUTION INC-465*	CYLINDER 202-311	34628718	12.90
	20064	SENTRY SAFETY SUPPLY INC*	SUPPLIES 202-311	123440-IN	124.88
	20179	14TH STREET HARDWARE INC*	PARTS 202-311	SM191771	16.48
	20232	HAGERTY INDUSTRIAL SUPPLY*	TOOLS 202-311	5051557-01	82.01
	20364	MENARDS*	SUPPLIES 202-311	15757	26.88
	20364	MENARDS*	SUPPLIES 202-311	17643	9.35
	20364	MENARDS*	SUPPLIES 202-311	18023	9.98
	20364	MENARDS*	SUPPLIES 202-311	19396	1.92
	20364	MENARDS*	SUPPLIES 202-311	20205	25.92
	20364	MENARDS*	SUPPLIES 202-311	22762	8.42
	202-311-533-720		BUILDING MAINTENANCE		
	20013	AMEREN CILCO*	MO. SVC 202-311	06010-1109	17.61
	20013	AMEREN CILCO*	MO. SVC 202-311	07001-1109	17.61
	20013	AMEREN CILCO*	MO. SVC 202-311	23006-1109	21.89
	20013	AMEREN CILCO*	MO. SVC 202-311	27010-1109	13.71
	20013	AMEREN CILCO*	MO. SVC 202-311	48012-1109	17.82
	20013	AMEREN CILCO*	MO. SVC 202-311	49003-1109	17.78
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	58007-1109	395.95
	20013	AMEREN CILCO*	MO. SVC 202-311	64016-1109	22.99
	20013	AMEREN CILCO*	MO. SVC 202-311	92330-1109	401.25
	20038	NICOR GAS*	MO. SVC 202-311	2953-1109	27.80
	20070	AT&T*	MO. SVC 202-311	9255532-1109	399.46
	20208	VERIZON NORTH*	MO. SVC 202-311	9255532-1109	325.49
	20627	S & S SERVICES*	CLEANING 202-311	1109	500.00
	20668	AMEREN IP*	MONTHLY SVC 202-311	23855-1109	51.63
	202-311-533-730		EQUIPMENT MAINTENANCE		

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Comty	Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
	20010	MUTUAL WHEEL CO*	PARTS 202-311	2619147	27.90
	20010	MUTUAL WHEEL CO*	PARTS 202-311	2619482	162.82
	20010	MUTUAL WHEEL CO*	PARTS 202-311	2619801	34.74
	20016	FORCE AMERICA INC*	PARTS 202-311	4107852	268.95
	20032	MARTIN EQUIPMENT OF ILLINOIS INC*	PARTS 202-311	167400	27.00
	20045	SCHAEFFER MFG CO*	OIL 202-311	JZ1043-INVI	1,224.18
	20114	F & G KEENE ELECTRICAL*	PARTS 202-311	219684	224.60
	20120	CENTRAL ILLINOIS TRUCKS INC*	PARTS 202-311	MI57164	450.01
	20120	CENTRAL ILLINOIS TRUCKS INC*	PARTS 202-311	MI57432	14.30
	20138	INTERSTATE BATTERY SYST OF CENTRAL	BATTERIES 202-311	306076	383.80
	20146	SCHWARZENTRAUB IMPLEMENT INC 2*	PARTS 202-311	115638	20.81
	20166	HOTSY EQUIPMENT COMPANY*	PARTS 202-311	53445	546.15
	20181	ILLINOIS OIL MARKETING EQUIP INC*	PARTS 202-311	37114-IN	82.31
	20181	ILLINOIS OIL MARKETING EQUIP INC*	PARTS 202-311	37147-IN	24.87
	20267	ALTORFER INC*	PARTS 202-311	PC30021884	220.84
	20267	ALTORFER INC*	PARTS 202-311	PV30021885	107.86
	20555	CARQUEST AUTO PARTS*	PARTS 202-311	6607-67294	32.36
	20555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-67906	632.73
	20555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-67933	19.36
	20651	HERITAGE-CRYSTAL CLEAN LLC*	OIL 202-311	11316217	179.76
	20724	PENCE'S AG REPAIR INC*	TRUCK TEST 202-311	2822	194.00
	202-311-544-000	NEW EQUIPMENT			
	20329	EAST PEORIA TIRE & VULCANIZING*	TIRES 202-311	37076	6,234.42
	202-311-544-110	ROAD IMPROVEMENT			
	20079	KLEAN WASH INC*	TANK 202-311	58259	1,340.00
	20267	ALTORFER INC*	RENTAL 202-311	R4283002	4,355.00
	20325	METZGER*SHARON	OCTOBER MILEAGE 202-311	1109	124.85
	20596	ALLIED MUNICIPAL SUPPLY*	MARKERS 202-311	9912	983.53
	20762	QPR*	PATCH 202-311	76178	52.39
			TOTAL:		22,047.26

202-311-533-720 BUILDING MAINTENANCE
20668 AMEREN IP MONTHLY SERVICE

MANUAL TOTAL 44.15
GRAND TOTAL 22,091.41

44.15 check# 2061 10-30-09

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Comty	Vend-No	Vend-Name	COUNTY MOTOR FUEL TAX FUND (203-311)	Invoice-Numb	Expense-Amount
	203-311-533-300		MILEAGE		
	20666	ANDERSON*JOHN J	OCTOBER MILEAGE 203-311	1109	275.00
	203-311-533-740		HIGHWAY MAINTENANCE		
	20663	CARGILL INC*	SALT 203-311	2632802	6,263.09
			TOTAL:		<u>6,538.09</u>

TAZEWELL COUNTY

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Comty	Vend-Name	COUNTY BRIDGE FUND (205-311)	Invoice-Number	Expense-Amount
205-311-544-100	LAVERDIERE CONSTRUCTION	BRIDGE CONSTRUCTION	65,940.72	CHECK# 2062 10-30-09
20729	LAVERDIERE CONSTRUCTION	CITY OF WASHINGTON		
			TOTAL	65,940.72

Comty	Vend-No	Vend-Name	MATCHING TAX FUND (206-311)	Invoice-Numb	Expense-Amount
	206-311-544-110		ROAD IMPROVEMENT		
	20723	MICHAEL E RAPIER SURVEYING INC	SPRINGFIELD RD IMPR 206-311	2003-032R	1,010.00
				TOTAL:	<u>1,010.00</u>

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Comty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	208-422-522-010		OFFICE SUPPLIES		
	734	QUILL CORPORATION*	OFFICE SUPPLIES 208-422	1402248	38.08
	734	QUILL CORPORATION*	OFFICE SUPPLIES 208-422	9163043	101.65
	208-422-533-200		TELEPHONE		
	102	AT&T*	PHONE LINE CHARGES 208-422	Z125664-1109	97.37
	102	AT&T*	PHONE LINE CHARGES 208-422	Z991066-1109	32.60
	222	VERIZON NORTH*	PHONE LINE CHARGES 208-422	4773199-1109	41.19
	222	VERIZON NORTH*	PHONE LINE CHARGES 208-422	L002450-1109	41.18
	5411	CENTURYTEL*	LONG DIST 208-422	304006043-1109	181.32
	208-422-533-300		MILEAGE		
	38	SAAL*STEVE	OCT 09 MILEAGE 208-422	38-1109	141.35
	208-422-533-970		EMERGENCY ASSISTANCE		
	7	AMEREN CILCO*	EMERGENCY UTILITY ASST 208-422	1380763011-1109	143.27
	7	AMEREN CILCO*	EMERGENCY UTILITY ASST 208-422	1680477002-1109	200.00
	277	STROPES REALTY*	PARTIAL RENTAL ASST 208-422	18366	250.00
	277	STROPES REALTY*	PARTIAL RENTAL ASST 208-422	18379	250.00
	277	STROPES REALTY*	PARTIAL RENTAL ASST 208-422	18384	250.00
	10510	MAJORS*RICHARD	PARTIAL RENTAL ASST 208-422	18377	330.00
	10569	COUNTY MARKET*	FOOD PANTRY PURCHASE 208-422	1134717	932.49
	111499	DION*KARL	PRTL RNTL ASST. 208-422	18389	330.00
	18822	GROAT*EVA M	PARTIAL RENTAL ASST 208-422	18370	250.00
	67451	OAK LAWN MOBILE ESTATES*	EMERGENCY RNTL ASST. 208-422	18364	250.00
	71412	DRAFTEN*PHILLIP J	PARTIAL RENTAL ASST 208-422	18382	250.00
	72165	VISTA VILLA*	PARTIAL RENTAL ASST 208-422	18369	250.00
	73196	CARNAHAN*BILL	PRTL RNTL ASST. 208-422	18387	250.00
	77410	STIEGLITZ*GLENN A	PARTIAL RENTAL ASST 208-422	18380	250.00
	77760	COX*RICHARD	PARTIAL RENTAL ASST 208-422	18374	250.00
	78644	HELLRIGEL*TODD A	PARTIAL RENTAL ASST 208-422	18373	330.00
	79375	BRADLEY*SUE	PARTIAL RENTAL ASST 208-422	18376	330.00
	79715	RITCHIE*DON	PARTIAL RENTAL ASST 208-422	18375	250.00
	82328	BENASSI*DARREN L	PRTL RNTL ASST. 208-422	18390	250.00
	82951	KRUNHOLZ*JOAN & BILL	PARTIAL RENTAL ASST 208-422	18365	250.00
	82951	KRUNHOLZ*JOAN & BILL	PARTIAL RENTAL ASST 208-422	18368	250.00
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A012339-1	163.35
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A012434-1	33.66

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	87417	DAVIS*MOE	PRTL RNTL ASST. 208-422	18388	205.08
	87583	VAN HOUSEN*GENE	PARTIAL RENTAL ASST 208-422	18371	250.00
	87583	VAN HOUSEN*GENE	PARTIAL RENTAL ASST 208-422	18372	250.00
	89527	MCCLISTER*LAURA	PARTIAL RNTL ASST 208-422	18383	250.00
	89528	KELLY*KATHRYN D	PARTIAL RENTAL ASST 208-422	18378	250.00
	89837	THOMPSON*DIANA	PRTL RNTL ASST. 208-422	18386	250.00
	90243	OPTIMISTIC PROPERTIES*	PARTIAL RENTAL ASST 208-422	18367	250.00
	91097	SPENCER*CATHERINE	PARTIAL RENT ASST 208-422	18385	330.00

TOTAL: 9,002.59

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-522-010		OFFICE SUPPLIES		
	75516	OFFICE DEPOT*	OFFICE SUPPLIES 211-411	494375379001	157.82
	75516	OFFICE DEPOT*	OFFICE SUPPLIES 211-411	494375685001	83.69
	211-411-522-050		MEDICAL SUPPLIES		
	1236	MMI VETERINARY SUPPLY CO*	2 DOSES CAT VAC 211-411	2477917	83.60
	1257	ANIMAL CONTROL PETTY CASH*	2 APPLIANCE BULBS 211-411	1257-1109	2.88
	1257	ANIMAL CONTROL PETTY CASH*	FIRST AID SUPPLIES 211-411	1257-1109C	14.74
	1405	MORTON ANIMAL HOSPITAL*	24 BOTTLES FATAL PLUS 211-411	PVP7515476	1,176.72
	12480	STATE OF IL DEPT OF AGRICULTURE*	LAB TESTING 211-411	244413	72.00
	211-411-522-090		MAINTENANCE SUPPLIES		
	5	ATLAS SUPPLY COMPANY*	MAINT SUPPLIES 211-411	124956	158.85
	211-411-522-100		GASOLINE		
	1886	TAZEWELL COUNTY VET MED ASSOC*	OCT S/N 211-411	OCT09	190.00
	7631	TAZEWELL COUNTY HIGHWAY*	OCT GAS 211-411	80597	1,189.24
	211-411-533-160		VETERINARIAN OFFICE SERVICE		
	10	HERM*DR ART	OCT MC SVC 211-411	210-1109	1,742.75
	211-411-533-200		TELEPHONE		
	102	AT&T*	TELEPHONE 211-411	2991013-1109	32.60
	222	VERIZON NORTH*	TELEPHONE 211-411	4772270-1109	66.45
	222	VERIZON NORTH*	TELEPHONE 211-411	9253370-1109	116.15
	411	CENTURYTEL*	TELEPHONE 211-411	304044105-1109	47.94
	11-411-533-202		CELLULAR TELEPHONE		
	311	VERIZON WIRELESS*	CELL PHONES 211-411	2308869856	72.06
	11-411-533-210		POSTAGE		
	70675	UNITED STATES POSTAL SERVICE*	OCT POSTAGE 211-411	70675-1109A	982.90
	211-411-533-230		ALARM SYSTEM		
	26629	ADT SECURITY SERVICES INC*	ALARM SERVICE 211-411	01812800	157.11
	211-411-533-600		GAS, ELECTRIC & WATER		
	7	AMEREN CILCO*	OCT GAS & ELECT 211411	5201369932-1109	220.94

Claims Docket
Expenditure Accounts

Conty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	76	PURITAN SPRINGS WATER*	WATER SVC 211-411	1233147-1109	11.74
	219	ILLINOIS AMERICAN WATER COMPANY*	OCT WATER 211-411	0902286913-1109	31.34
	88949	SEMPRA ENERGY SOLUTIONS LLC*	ELEC 211-411	93060001234273	145.23
	211-411-533-660		GARBAGE COLLECTION		
	66418	X WASTE INC*	GARBAGE SVC 211-411	105014	125.66
	211-411-533-700		VEHICLE MAINTENANCE		
	1257	ANIMAL CONTROL PETTY CASH*	2 TAIL LIGHT BULBS 211-411	1257-1109B	5.93
	1257	ANIMAL CONTROL PETTY CASH*	TURN SIGNAL BULB 211-411	1257-1109D	1.24
	79265	O'REILLY AUTO PARTS*	2 CASES WNSHLD WSHR 211-411	1262-387914	23.88
	211-411-533-720		BUILDING & GROUNDS MAINTENANCE		
	9	MARKLEY'S PEST ELIMINATION*	FLEAS INSIDE 211-411	176810	40.00
	74	FCRC INC*	OFFICE FLOORS 211-411	021537	40.00
	1257	ANIMAL CONTROL PETTY CASH*	AUTOMOTIVE TAPE 211-411	1257-1109A	4.31
	88160	G & K SERVICES*	OFFICE RUGS 211-411	1018728615	34.90
	88160	G & K SERVICES*	OFFICE RUGS 211-411	1018741422	34.90
	211-411-533-982		DEPOSIT REIMBURSEMENT		
	75116	SMITH*TARIA	TAG REFUND 211-411	75116-1109	11.00
	211-411-533-984		TAZ CO VET ASSN		
	211	LANGE ANIMAL CLINIC*	SPAY FEMALE DOG 211-411	3089-1109	150.00

TOTAL: 7,228.57

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	HEALTH INTER-SERVICE (249-914)	Invoice-Numb	Expense-Amount
	249-914-533-535	VAD&D			
	10825	LINA*	VOL AD&D-DECEMBER09 249-914	10825-1109	39.80
				TOTAL:	39.80
	249-914-533-101	ADMINISTRATION	TERM. PARTICIPANT FLEX SYSTEM		601.89 check# 2063 10-30-09
	80166	TASC			
	249-913-533-531	CLAMIS PAID	CLAMIS FOR OCTOBER		236,143.02
		MUTUAL MEDICAL			
			MANUAL TOTAL		236,744.91
			GRAND TOTAL		236,784.71

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
		TREASURERS AUTOMATION (252-155)		
	252-155-522-010	OFFICE SUPPLIES		
	80330	WALZ LABEL AND MAILING*	6783A	1,350.00
	84489	RAMS*	090002	4,884.00
	84489	RAMS*	090009	1,297.00
		TOTAL:		<u>7,531.00</u>

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Conty Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
254-112-511-000	TAZEWELL COUNTY HEALTH DEPT SW*	SALARIES	1-1109	19,134.28
50000	TAZEWELL COUNTY HEALTH DEPT SW*	PERSONAL SVC 254-112		
254-112-511-240	TAZEWELL COUNTY HEALTH DEPT SW*	HEALTH INSURANCE	2-1109	2,851.48
50000	TAZEWELL COUNTY HEALTH DEPT SW*	HOSPITALIZATION 254-112		
254-112-533-000	TAZEWELL COUNTY HEALTH DEPT SW*	CONTRACTUAL SERVICE	3-1109	86.90
50000	TAZEWELL COUNTY HEALTH DEPT SW*	CONTRACTUAL 254-112		
254-112-533-001	MIDLAND DAVIS CORP*	RECYCLING	50540	300.00
50070	MIDLAND DAVIS CORP*	LANDFILL DUMP FEE 254-112	52976	300.00
50070	MIDLAND DAVIS CORP*	LANDFILL DUMP FEE 254-112		
254-112-533-210	TAZEWELL COUNTY HEALTH DEPT SW*	POSTAGE	4-1109	1.76
50000	TAZEWELL COUNTY HEALTH DEPT SW*	POSTAGE 254-112		
254-112-533-300	TAZEWELL COUNTY HEALTH DEPT SW*	MILEAGE	5-1109	201.85
50000	TAZEWELL COUNTY HEALTH DEPT SW*	MILEAGE 254-112		

TOTAL: 22,876.27

Claims Docket
Expenditure Accounts

Comty Vend-No Vend-Name **COURT SERVICES GRANT FUND (262-231)**

Invoice-Numb Expense-Amount

262-231-533-000 CONTRACTUAL SERVICES
67002 PF DOVER COUNSELING LLC* SALARIES 262-231

10,022.16

262-231-533-000 CONTRACTUAL SERVICES

10,022.16

67002 PF DOVER COUNSELING SALARIES

10,022.16 check# 2041 10-23-09

MANUAL TOTAL 10,022.16

GRAND TOTAL 20,044.32

TOTAL:

BOARD RECESSED AT 6:40 P.M. NEXT MEETING WILL BE HELD ON DECEMBER 17, 2009.

I, CHRISTIE A. WEBB, CLERK OF TAZEWELL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF THE BOARD MINUTES AT A MEETING HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN, ILLINOIS ON NOVEMBER 18, 2009 AT 6:03 P.M. THE ORIGINALS OF WHICH ARE IN MY CUSTODY IN MY OFFICE AND THAT I AM THE LEGAL CUSTODIAN OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND AFFIXED THE SEAL OF THE SAID COUNTY AT MY OFFICE IN PEKIN, ILLINOIS
THIS 18TH DAY OF NOVEMBER, 2009.