

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

JANUARY 28, 2015



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

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Board members were called to order at 6:00 PM by Zimmerman (Chairman) presiding with the following members present: Connett (Dist. 1), Crawford (Dist. 3), Donahue (Dist. 2), B. Grimm (Dist. 2), Graff (Dist. 2), Harris (Dist. 3), Hillegonds (Dist. 3), Holford (Dist. 3), Imig (Dist. 2), Meisinger (Dist. 1), Mingus (Dist. 3), Neuhauser (Dist. 2), Proehl (Dist. 1), Redlingshafer (Dist. 3), Sinn (Dist. 2), Sundell (Dist. 1), Vanderheydt (Dist. 1) - 17.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Rinehart (Dist. 3), Wolfe (Dist. 1) - 4.

Chairman Zimmerman along with Vice Chairman Tim Neuhauser presented this years' Service Awards. Each employee that was called received a certificate and a pin for their years of service they have provided for the County.

Dawn Cook who is part of the United Way Campaign informed the Board members that just from the Tazewell County employees they raised \$3,191 for the United Way Campaign. Preceding her information about the United Way Dawn did the drawing for a t-shirt/ booklet on tornado victims, Bucket of goodies, and one week condo stay in Gulf Shores.

Winners of the drawings:

Pam Lockwood- t-shirt/booklet on tornado victims

Evelyn Neavear- Bucket of goodies

Christie A. Webb- One week condo stay in Gulf Shores



## 2014 Service Awards by Department

### 43 Employees total

740 years of service

1:	35 years of service
4:	30 years of service
6:	25 years of service
5:	20 years of service
13:	15 years of service
14:	10 years of service

### Animal Control

JAYMEE HARMS	10 years
JEFFREY WILLIAMS	15 years

### Auditor

TERRY SHORT	10 years
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### Child Advocacy Center

SARAH SMITH	10 years
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### Coroner

GLENDIA GRASHOFF	10 years
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### County Clerk

MOIRA HARTLEY	25 years
CHRISTIE WEBB	30 years

### Courts

KATHERINE THORTON	20 years
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### Court Services

MICHAEL SEWARD	15 years
KAREN BEAN	15 years
SUSAN WALKER	30 years

### Health Department

DONNA REILING	10 years
REBECCA ONKEN	10 years
KIMBERLEY SAMS	10 years
SUZANNE SHORT	10 years
ERICA MUTCHLER	15 years
ERIC VANDYKE	15 years
KARLA BURRESS	20 years
DEANA SMITH	25 years

### Highway

RUSTY ALBERS	15 years
DENNIS WOLL	20 years
JOHN REPLOGLE	25 years
CHRIS MOLDENHAUER	30 years
CHARLES MAAS	35 years

### Public Defender

LUKE TAYLOR	10 years
ANGELA MADISON	15 years
LARRY PALUSKA	25 years

### Sheriff Department

KEVIN KEEN	10 years
DONALD SHARPE	10 years
MARY WOODWORTH	10 years
TRENT STRUNK	10 years
KELLY VANSAGHI	15 years
JEFFREY ROGERS	15 years
JEFFREY STOCKE	15 years
STEVEN ANTONY	15 years
LARRY STEELE	20 years
PAUL MALAVOLTI	20 years
DARRYL STOECKER	25 years

### States Attorney

DEANNA GRAY	25 years
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**Supervisor of Assessments**

CAROL GREENHALGH 15 years

**Treasurer**

CHRIS JOESTING 15 years  
MARY BURRESS 30 years

**Zoning (Community Development)**

DUANE LESSEN 10 years

Motion by Member Vanderheydt (Dist. 1), Second by Member Sundell (Dist. 1) to approve the September 24, 2014, October 29, 2014, November 19, 2014, and December 10, 2014 Board Minutes.  
Motion Carried by Voice Vote.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Rinehart (Dist. 3), Wolfe (Dist. 1) -4

Human Resources Committee In Place meeting at 6:15 P.M. Human Resources Committee In Place meeting adjourned at 6:16 P.M.

Executive Committee In Place meeting at 6:16 P.M. Executive In Place Committee meeting adjourned at 6:17 P.M.

Motion by Member B. Grimm (Dist. 2), Second by Member Graff (Dist. 2) to approve Consent Agenda, Pulling 19, 13 and Appointments Z, AA, and BB. Removing appointment W of Greg Nelson. Motion Carried by Voice Vote.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Reinhart (Dist. 3), Wolfe (Dist. 1) -4.

**COMMITTEE REPORT**

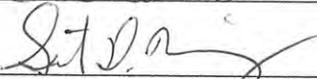
Mr. Chairman and Members of the Tazewell County Board:

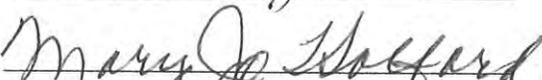
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

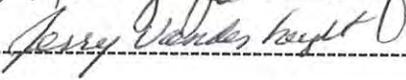
  
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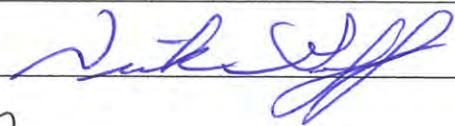
  
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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Armington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Armington to the County in the sum of \$425.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, JoAnne Williams, Village Board President, PO Box 31, 103 N. Main, Armington, IL 61721 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Armington, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$425.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

Christa A Webb  
Tazewell County Clerk

MUNICIPALITY:

Jo Anne Williams  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

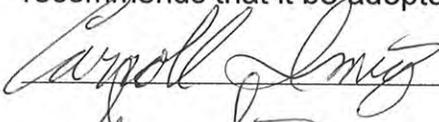
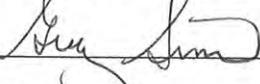
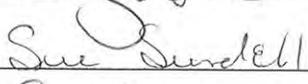
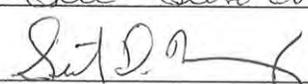
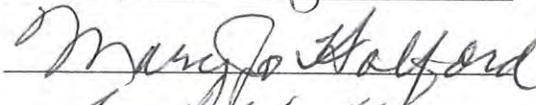
Ryan Sanders  
Director

ANNUAL AMOUNT: \$425.00

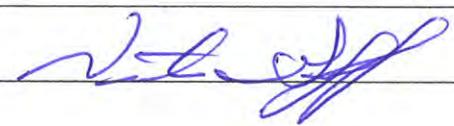
MONTHLY AMOUNT \$35.42

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:

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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Creve Coeur which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Creve Coeur to the County the sum of \$6,918.00; and

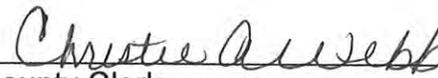
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Fred Lang, Mayor of Creve Coeur, 103 N. Thorncrest, Creve Coeur, IL 61610 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:



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



\_\_\_\_\_  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as “County”) and the Village of Creve Coeur, a unit of local government of the State of Illinois (hereinafter referred to as “Municipality”), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$6,918.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff’s Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
Tazewell County Board Chairman

ATTEST:

Christie Quobb  
Tazewell County Clerk

MUNICIPALITY:  
Fred Long  
Mayor or Village Board President

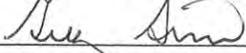
TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
Ryan Sanders  
Director

ANNUAL AMOUNT: \$6,918.00  
MONTHLY AMOUNT \$576.50

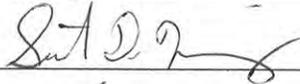
Mr. Chairman and Members of the Tazewell County Board:

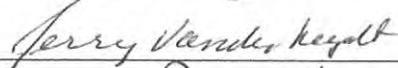
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
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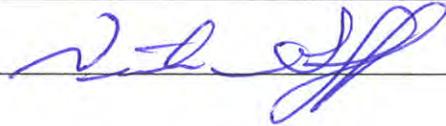
  
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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Deer Creek which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Deer Creek to the County the sum of \$696.00; and

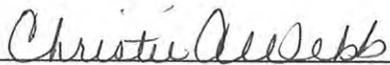
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, James Hackney, Village Board President, PO Box 38, Deer Creek, IL 61733 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Deer Creek, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$696.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

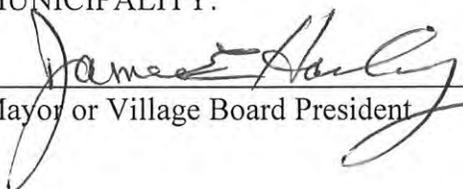
PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

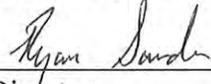
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:    \$696.00

MONTHLY AMOUNT   \$58.00

**COMMITTEE REPORT**

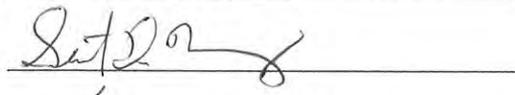
Mr. Chairman and Members of the Tazewell County Board:

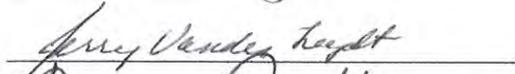
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

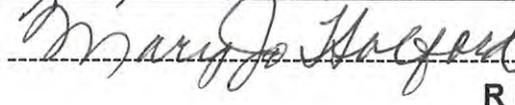
  
\_\_\_\_\_

  
\_\_\_\_\_

Steve Durdell  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Delavan which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Delavan to the County the sum of \$2,097.00; and

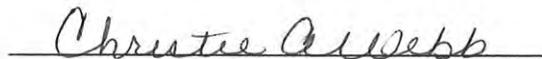
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

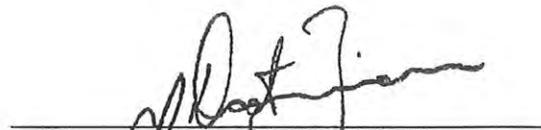
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Elizabeth Skinner, Mayor, 219 Locust, P.O. Box 590, Delavan, IL 61734 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

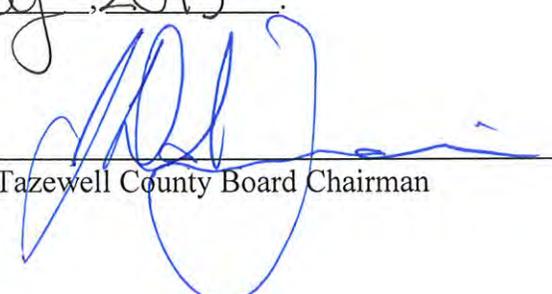
THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Delavan, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$2,097.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

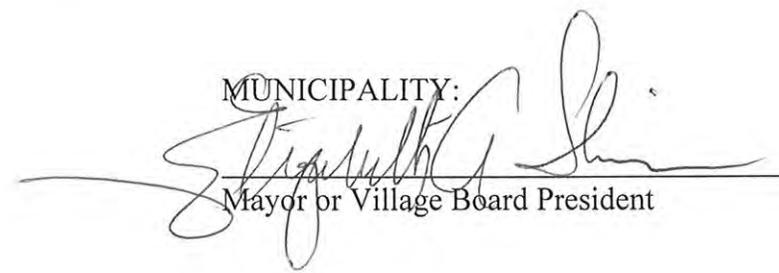
PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

Christie A. Webb  
\_\_\_\_\_  
Tazewell County Clerk

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

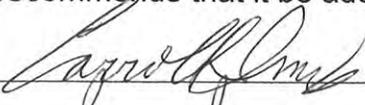
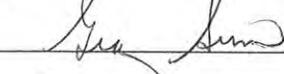
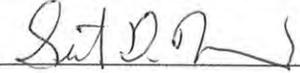
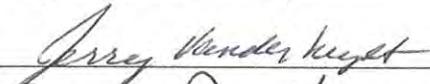
Ryan Sade  
\_\_\_\_\_  
Director

ANNUAL AMOUNT: \$2,097.00

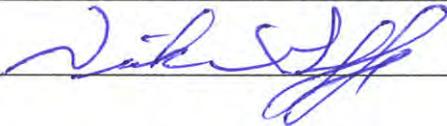
MONTHLY AMOUNT \$174.75

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:

  
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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Mackinaw which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Mackinaw to the County the sum of \$1,674.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Craig Friend, Mayor, Municipal Building, 100 E. Fast Avenue, P.O. Box 500, Mackinaw, IL 61755 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
 \_\_\_\_\_  
 County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Mackinaw, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,674.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

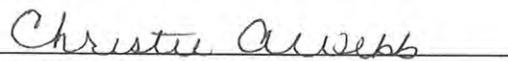
1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

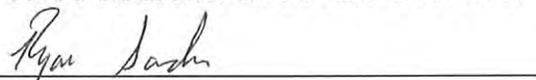
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT: \$1,674.00

MONTHLY AMOUNT \$139.50

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:

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*Sue Dentell*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*Mary J. Halgard*

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Marquette Heights which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Marquette Heights to the County in the sum of \$3,210.00; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Mayor Dana Dearborn, 715 Lincoln Road, Marquette Heights, IL 61554, and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

\_\_\_\_\_  
*Christa Alessi*  
County Clerk

\_\_\_\_\_  
*[Signature]*  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

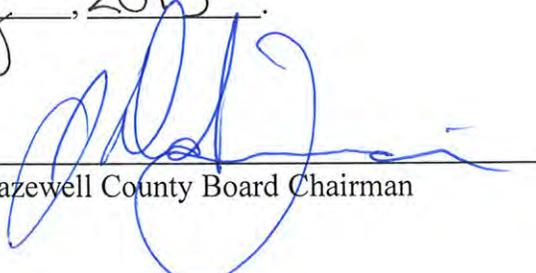
THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Marquette Heights, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$3,210.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

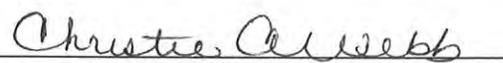
1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

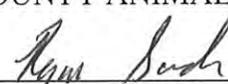
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT: \$3210.00

MONTHLY AMOUNT \$267.50

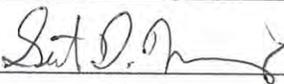
Mr. Chairman and Members of the Tazewell County Board:

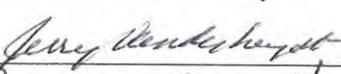
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
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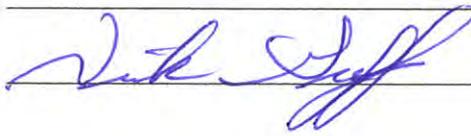
  
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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of North Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of North Pekin to the County the sum of \$1,808.04; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Stephen Flowers, Village Board President, 318 North Main Street, North Pekin, IL 61554, and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as “County”) and the Village of North Pekin, a unit of local government of the State of Illinois (hereinafter referred to as “Municipality”), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,808.04, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

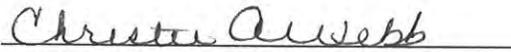
1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff’s Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

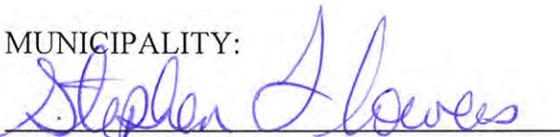
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT: \$1,808.04

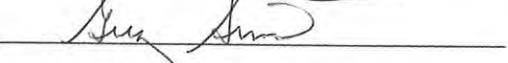
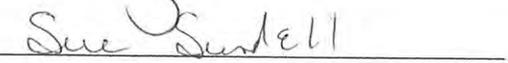
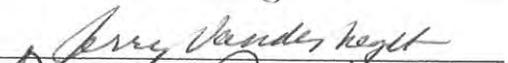
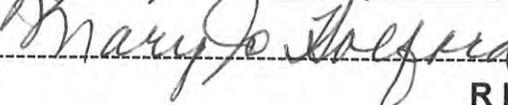
MONTHLY AMOUNT \$150.67

**COMMITTEE REPORT**

HS-15-08

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:

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Sue Sundell	_____
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_____

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Pekin to the County in the sum of \$45,045.96; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

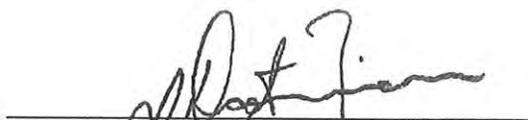
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Laurie Barra, Mayor, 111 South Capitol Street, Pekin, IL 61554 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$45,045.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

Chester A Webb  
Tazewell County Clerk

MUNICIPALITY:

Lauree L Barre  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

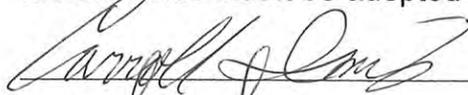
Ryan Sack  
Director

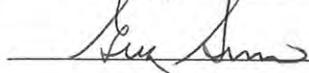
ANNUAL AMOUNT: \$45,045.96

MONTHLY AMOUNT \$3,753.83

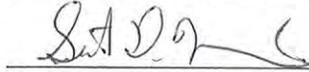
Mr. Chairman and Members of the Tazewell County Board:

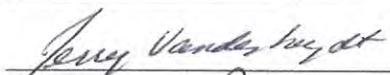
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
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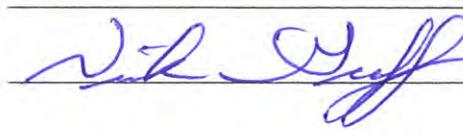
  
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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Washington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Washington to the County the sum of \$13,359.96; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

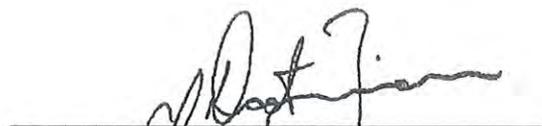
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Gary Manier, Mayor of Washington, 301 Walnut Street, Washington, IL 61571, and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

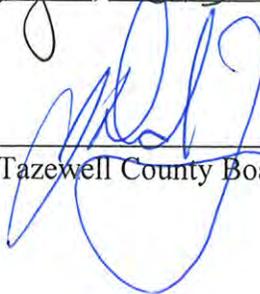
THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Washington, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$13,359.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
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4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
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6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

Christie A. Webb  
Tazewell County Clerk

MUNICIPALITY:

Harry W. Manner  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

Ayan Sarkis  
Director

ANNUAL AMOUNT: \$13,359.96

MONTHLY AMOUNT \$1,113.33

ORDINANCE NO. 3104

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWEILL FOR ANIMAL AND RABIES CONTROL SERVICES**

**BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, as follows:**

**Section 1.** That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for animal and rabies control services, a copy of which is attached hereto as Exhibit "A", and by reference expressly made a part hereof, be, and the same is hereby approved.

**Section 2.** That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit "A", and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

**Section 3.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 4.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 1st day of December, 2014.

AYES: Schneider, J. Gee, Dingledine, Butler, T. Gee, Brucks, Brownfield, Moss

NAYS: -0-

*David W. Mawier*  
Mayor

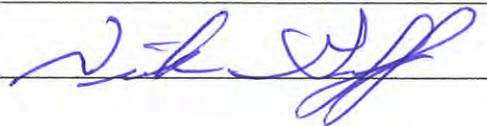
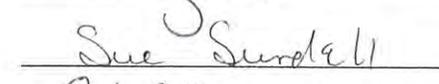
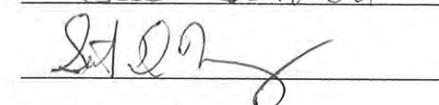
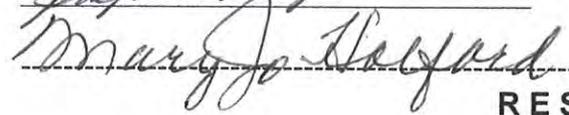
ATTEST:

*Patricia S. Brown*  
City Clerk

**COMMITTEE REPORT**

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 it enter into an agreement with the Village of South Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of South Pekin to the County in the sum of \$1,477.08; and

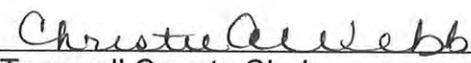
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Richard Huse, Village Board President, 209 W. Main Street, P.O. Box 10, South Pekin, IL 61564 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of South Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,477.08, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 8th day of DECEMBER, 2014.

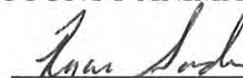
  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

Christa Ausebb  
Tazewell County Clerk

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

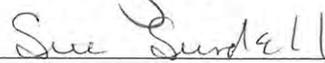
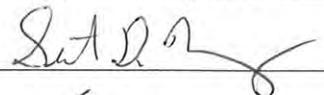
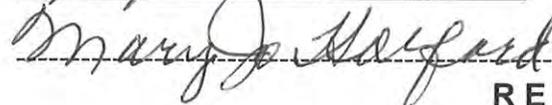
ANNUAL AMOUNT: \$1,477.08

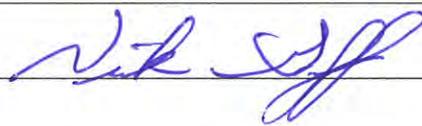
MONTHLY AMOUNT \$123.09

**COMMITTEE REPORT**

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 it enter into an agreement with the City of East Peoria which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of East Peoria to the County the sum of \$28,752.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through The Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, David Mingus, Mayor of East Peoria, City Hall, Administrative Office, 100 S. Main Street, East Peoria, IL 61611 and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:



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



\_\_\_\_\_  
Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of East Peoria, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$28,752.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

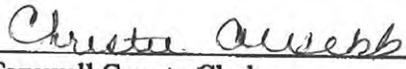
1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

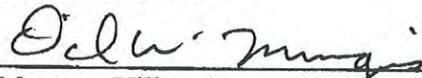
PASSED this 28 day of January, 2015.

  
\_\_\_\_\_  
Tazewell County Board Chairman

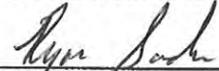
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT: \$28,752.00

MONTHLY AMOUNT \$2,396.00

RESOLUTION NO. 1415-081

East Peoria, Illinois

December 23, 2014

RESOLUTION BY COMMISSIONER

Dan Shoberger

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY AND THE COUNTY OF TAZEWELL FOR ANIMAL AND RABIES  
CONTROL SERVICES

**WHEREAS**, Tazewell County (hereinafter referred to as the "County") has offered to provide animal and rabies control services to the City of East Peoria (hereinafter referred to as the "City"); and

**WHEREAS**, the current agreement for animal control services between the City and the County expires December 31, 2014; and

**WHEREAS**, it is in the best interests of the City to enter into a new agreement with the County in substantially the form attached hereto labeled as "Exhibit A" (hereinafter referred to as the "Agreement");

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**, THAT the agreement in substantially the form attached hereto is approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the Agreement shall not be binding upon the City until an executed original thereof has been delivered to the County.

APPROVED:

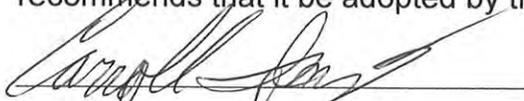
John Morgan  
Mayor

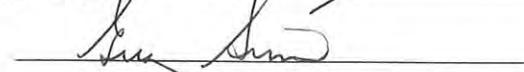
ATTEST:

Morgan T. Cadwalader  
City Clerk

Mr. Chairman and Members of the Tazewell County Board:

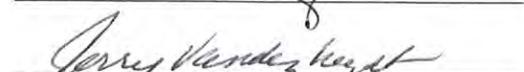
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

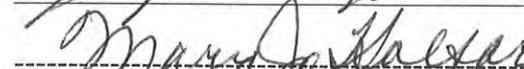
  
\_\_\_\_\_

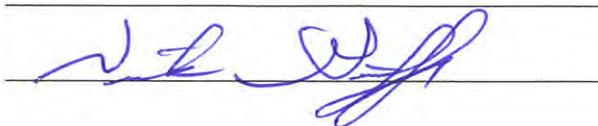
  
\_\_\_\_\_

Sue Sundell  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Hopedale which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Hopedale to the County the sum of \$1,068.00; and

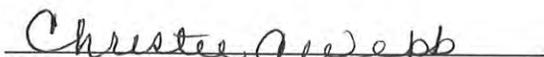
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, August Eilts, Village Board President, PO Box 387, Hopedale, IL 61747, and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
County Clerk

  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Hopedale, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,068.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

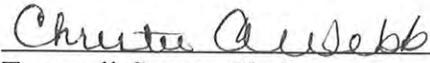
1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

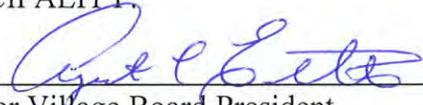
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 17th day of November, 2014.

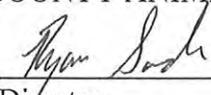
  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

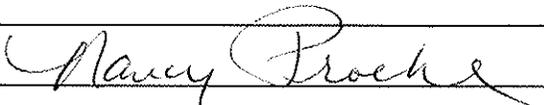
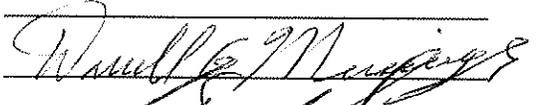
ANNUAL AMOUNT: \$1,068.00

MONTHLY AMOUNT \$89.50

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to renew the 24 month Lease Agreement with Alesandrini & Hostetter Appraisals P.C. for office space rental in the Monge Building; and

WHEREAS, the lease agreement is from January 01, 2015 until January 01, 2017 and the rent will be \$690.00 per month.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Auditor and Alesandrini & Hostetter Appraisals P.C. of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

## MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 28th day of January, 2015 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
  - (a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
  - (b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
  - (c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
  - (d) "the lessee" shall mean Alesandrini & Hostetter Appraisals P.C., Suite 215 S. Capitol Pekin, IL 61554  
the lessee's trade name is \_\_\_\_\_.
  - (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
  - (f) "premises" shall mean that part of the Monge Building commonly known as Suite 200 a/k/a Suite 215, 15 South Capitol, Pekin, Illinois 61554, containing approximately 1200 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.

3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.
4. **Purpose.** The premises are to be used by the lessee for the purpose of Appraisal Business.
5. **Term.** The term of this lease shall be for 24 months, commencing on the 1st day of January, 2015, and ending on the 1st day of January, 2017. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 1 term(s) of 12 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 8,280.00 payable in equal monthly installments of U.S. \$ 690.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5<sup>th</sup> date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee's workers' compensation or similar insurance (for all alterations and improvements to be performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other

improvements and betterments in the amount of at least 80% of their replacement cost. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

8. **Utilities.** The lessor shall pay for all water, sewer, natural gas, electricity, garbage removal. Telephone service and any other utility product or service used on the premises during the term of the lease or the lessee's occupancy of the premises shall be paid by the lessee. However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.

The lessee shall pay to the lessor on the first day of each month during the term hereof or during the lessee's occupancy of the premises, a monthly heating and air conditioning charge of \$     -0-    ; this charge shall be adjusted each calendar year, and it shall be increased or decreased in relation to the percentage increase or decrease in the entire heating and air conditioning charge to the lessor as compared to the charges incurred for the previous calendar year.

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$ -0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **Advertisements.** The lessee shall may include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.

12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of the Monge Building without the lessor's prior written consent.

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 8, 20 and 33)
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.

19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.
20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common

area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

22. **Quiet Enjoyment.** The lessor covenants that the lessee shall peaceably hold or enjoy the premises so long as the lessee shall not be in default or breach.
23. **The Lessee's Indemnities.** The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or, (b) any accident damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.
24. **Expiration of Term, Renewal, Early Termination, Holding Over.** At the expiration of the lease term, or upon any termination of this lease, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear expected, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall prior to the expiration of the lease term, or upon termination, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for an equivalent period of time at double the annual rent or the lessor may without notice deem this lease to be a month to month lease at double the monthly installment(s) of rent, either of which shall be the lessor's election in addition to any other remedy of the lessor. The lessee shall return to the lessor all keys, door openers, security cards and any other means of access the day the tenant vacates the premises.
25. **Default and Remedies.** It shall be an event of default (a) if the lessee shall fail to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date including the abandonment or vacation of the premises or the appearance thereof (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes on any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 18% per annum until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

26. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as an estoppel to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Main, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such

notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree ~~Landlord~~ either may terminate this Lease by giving the ~~Tenants~~ other party sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.

28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

Tenant, at no cost or expense to the Landlord, shall, solely with regard to actions or omissions of the Tenant, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Tenants failure to comply with Environmental Laws.

29. **Other.** The parties acknowledge and consent that the Lessee will have a sub-tenant, the law firm of Wayne Carmichael PC, and that the sub lease does not violate any provisions of this Lease.

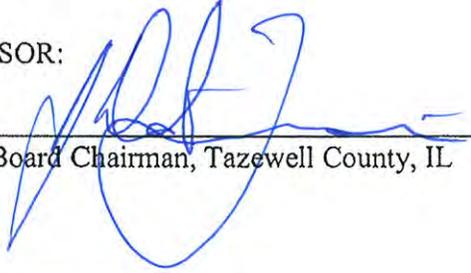
Dated this 28th day of January, 2015.

ATTEST:

Christie Aweeb

\_\_\_\_\_  
(Print Name & Title)

LESSOR:

By:   
Board Chairman, Tazewell County, IL

ATTEST:

Kimberly J. Oltman

KIMBERLY J. OLTMAN, Secretary  
(Print Name & Title)

LESSEE:

By: 

STEVEN E. HOSTETTER, President  
(Print Name & Title)

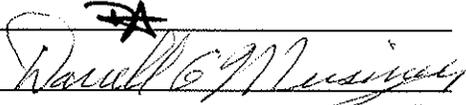
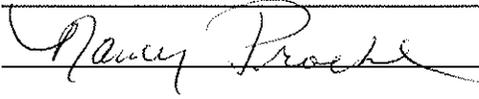
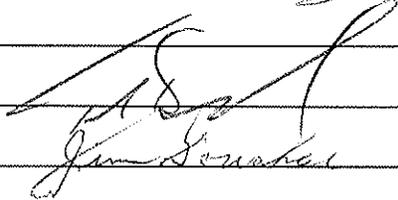
## ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 690.00.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the Lease Renewal Agreement with Midwest Counseling Services for office space rental in the Monge Building; and

WHEREAS, the lease renewal will be for 24 months commencing on January 01, 2015 and ending January 01, 2017 with monthly rent in the amount of \$705.00.

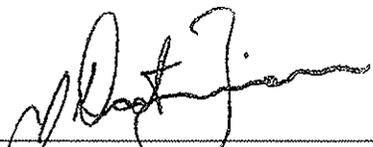
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Midwest Counseling Services, 15 S. Capitol Street, Pekin, IL and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

## MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 28th day of January, 2015 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
  - (a) “common area” shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
  - (b) “floor area” shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, “floor area” shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
  - (c) “Monge Building” shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
  - (d) “the lessee” shall mean Midwest Counseling Services.  
the lessee’s trade name is \_\_\_\_\_.
  - (e) “the lessor” shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
  - (f) “premises” shall mean that part of the Monge Building commonly known as Suite 207 & 209, 15 South Capitol, Pekin, Illinois 61554, containing approximately 953 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

**Purpose.** The premises are to be used by the lessee for the purpose of Offices

4. **Term.** The term of this lease shall be for 24 months, commencing on the 1st day of January, 2015, and ending on the 1st day of January 1, 2017. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 1 term(s) of 12 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 7,800.00 payable in equal monthly installments of U.S. \$ 705.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5<sup>th</sup> date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee's workers' compensation or similar insurance (for all alterations and improvements to be performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other improvements and betterments in the amount of at least 80% of their replacement cost. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

8. **Utilities.** The lessor shall pay for all water, sewer, natural gas, electricity, garbage removal. Telephone service and any other utility product or service used on the premises during the term of the lease or the lessee's occupancy of the premises shall be paid by the lessee. However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.

The lessee shall pay to the lessor on the first day of each month during the term hereof or during the lessee's occupancy of the premises, a monthly heating and air conditioning charge of \$     -0-    ; this charge shall be adjusted each calendar year, and it shall be increased or decreased in relation to the percentage increase or decrease in the entire heating and air conditioning charge to the lessor as compared to the charges incurred for the previous calendar year.

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$ 0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.
10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault
11. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.
12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of the Monge Building without the lessor's prior written consent.

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 17 & 30).
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.
19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the

rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.

20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
  
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

22. **Quiet Enjoyment.** The lessor covenants that the lessee shall peaceably hold or enjoy the premises so long as the lessee shall not be in default or breach.
23. **The Lessee's Indemnities.** The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or, (b) any accident damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.
24. **Expiration of Term, Renewal, Early Termination, Holding Over.** At the expiration of the lease term, or upon any termination of this lease, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear expected, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall prior to the expiration of the lease term, or upon termination, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for an equivalent period of time at double the annual rent or the lessor may without notice deem this lease to be a month to month lease at double the monthly installment(s) of rent, either of which shall be the lessor's election in addition to any other remedy of the lessor. The lessee shall return to the lessor all keys, door openers, security cards and any other means of access the day the tenant vacates the premises.
25. **Default and Remedies.** It shall be an event of default (a) if the lessee shall fail to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date including the abandonment or vacation of the premises or the appearance thereof (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses,

including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes on any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 18% per annum until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

26. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as an estoppel to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Mail, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any

reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree ~~Landlord~~ either may terminate this Lease by giving ~~Tenants~~ the other party sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.
28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

Tenant, at no cost or expense to the Landlord, shall, solely with regard to actions or omissions of the Tenant, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Tenants failure to comply with Environmental Laws.

Dated this 28th day of January, 2015.

ATTEST:

Christie All Webb

\_\_\_\_\_  
(Print Name & Title)

LESSOR:

By:   
\_\_\_\_\_  
Board Chairman, Tazewell County, IL

ATTEST:

Christa A Webb

\_\_\_\_\_  
(Print Name & Title)

LESSEE:

By:



GIL PILAPIL PRESIDENT

(Print Name & Title)

MIDWEST COUNSELING  
SERVICES INC.

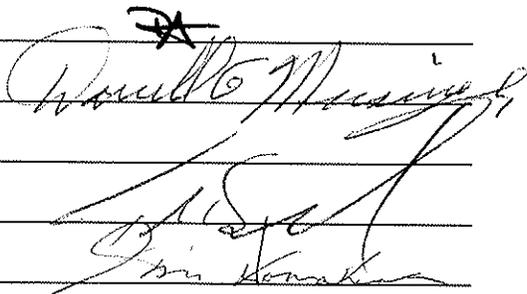
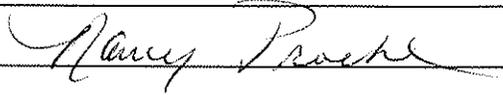
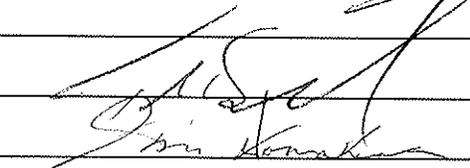
## ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 705.00.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to renew the 24 month Lease Agreement with the Illinois Representative Mike Unes for office space rental in the Monge Building; and

WHEREAS, the lease agreement is from January 15, 2015 until January 13, 2017 and the rent will be \$765.00 per month.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Auditor and Illinois Representative Mike Unes of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between Tazewell County Board, 11 S. 4th St., Pekin IL 61554 ("LESSOR")  
(Name, Address, Zip Code)

and the Illinois House of Representatives ("LESSEE") by its agent, State Representative Michael D. Ures  
("REPRESENTATIVE"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM

- 1. From January 15, 2015 until January 13, 2017, LESSOR agrees to lease to LESSEE, for use as a state legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

19 S. Capitol Street, Pekin, IL 61554

ARTICLE II. RENT

- 1. LESSEE agrees to pay LESSOR as rent \$765.00 dollars per month, mailed to LESSOR at the following address:

- 2. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly fails to appropriate or otherwise make available funds for this Lease.

ARTICLE III. USE

- 1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a legislative district office.

ARTICLE IV. POSSESSION

- 1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

ARTICLE V. UTILITIES

- 1. Utilities are the responsibility of LESSOR or check here \_\_\_\_\_ if obligation is that of LESSEE.

ARTICLE VI. IMPROVEMENTS & MAINTENANCE

- 1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
- 2. LESSOR shall provide and maintain air conditioning and heating systems.
- 3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises and all structural and other components of the premises, including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning and heating systems or equipment serving the premises, except for repairs to and maintenance of the LESSEE's personal property.
- 4. LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises, including, but not limited to, all common areas, sidewalks, parking areas, entryways, exits, and other similar areas.

## ARTICLE VII. TAXES & ASSESSMENTS

1. LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the Lease.
2. LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the Lease.

## ARTICLE VIII. HOLDING OVER

1. If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

## ARTICLE IX. TERMINATION

1. LESSEE may terminate the Lease by giving LESSOR thirty (30) days written notice of intention to terminate the Lease, *and lessor may terminate the Lease by giving Lessee ninety (90) days written notice.*
2. If REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, LESSEE may, after providing notice to LESSOR, permit the person appointed to serve the remainder of the term to which REPRESENTATIVE was elected ("APPOINTED REPRESENTATIVE") to occupy the premises for the remainder of the term of the Lease. Alternatively, LESSEE may terminate the Lease no later than the 30<sup>th</sup> day after the REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives by giving LESSOR written notice of the intention to terminate the Lease. Nothing in this paragraph shall be construed to prohibit LESSEE from terminating the Lease pursuant to paragraph 1 of this Article IX.
3. The commencement date of any termination notice under this Lease shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

## ARTICLE X. DAMAGE OR DESTRUCTION

1. If the premises is totally destroyed by fire or any other casualty, or if the premises is damaged so that restoration to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage, this Lease shall automatically terminate effective on the date of the damage and the rent shall be abated for the unexpired portion of the Lease, unless the parties otherwise agree in writing.
2. If the premises is partially damaged by fire or any other casualty and restoration to its preexisting condition can reasonably be completed within ninety (90) days after the date of the damage, LESSOR shall, at LESSOR's expense, promptly and with due diligence repair and restore the premises to substantially the same condition in which it existed prior to the damage. In such event, this Lease shall remain in full force and effect, but until the required repairs and restoration are completed, the rent shall be abated for the unusable portion of the premises.

## ARTICLE XI. TRANSFER, BANKRUPTCY, OR FORECLOSURE

1. In the event (a) LESSOR sells, transfers, or otherwise disposes of any part of the leased premises, (b) LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (c) the premises is foreclosed upon, or (d) of any similar occurrence, LESSOR agrees to notify LESSEE of the event in writing within thirty (30) days after the occurrence of such event.

## ARTICLE XII. ESTOPPEL CERTIFICATES

1. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

## ARTICLE XIII. LIABILITY

1. LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.
2. LESSOR agrees that neither LESSEE nor any of LESSEE's officers or employees will indemnify or hold harmless LESSOR against any liability of LESSOR to any third party that may arise during or as a result of this Lease or LESSEE's tenancy.

ARTICLE XIV. NO CONFESSION OF JUDGMENT

1. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XV. COURT OF CLAIMS

1. Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

ARTICLE XVI. INSURANCE

1. LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and LESSOR'S personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than \$2,000,000 per occurrence.

ARTICLE XVII. CERTIFICATIONS

1. Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. See 30 ILCS 580/1, et seq.
2. Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this Lease, LESSOR certifies that the premises and services provided under this Lease are and will continue to be in compliance with the American with Disabilities Act. See 42 U.S.C. 12101; 28 CFR 35.130.
3. Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. See 30 ILCS 583/1, et seq.
4. Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by the labor of any child under the age of 12. See 30 ILCS 584/1, et seq.
5. Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. See 410 ILCS 25/5(e).
6. Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. See 5 ILCS 385/3.
7. International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. See 30 ILCS 582/5.
8. Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. See 775 ILCS 5/1-101, et seq.
9. Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. See 30 ILCS 500/50-5.
10. Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-11.
11. Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. See 30 ILCS 500/50-11.
12. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is 37-600217D.

13. Real Estate Disclosure Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) 60% of the Governor's annual salary, and LESSOR further certifies that notice has been given to LESSEE or REPRESENTATIVE of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. Include name, address, and proportionate or dollar amount of share, as applicable.

N/A

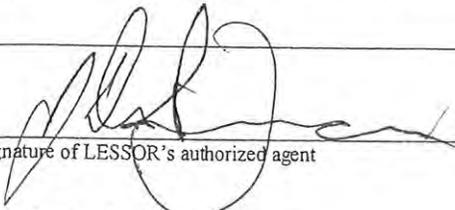
14. Legal Status Disclosure. LESSOR is doing business as (please check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility                            |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services     |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services |
| <input checked="" type="checkbox"/> Governmental Entity   | <input type="checkbox"/> Nonresident Alien Individual   |
| <input type="checkbox"/> Estate or Legal Trust  | <input type="checkbox"/> Foreign Corporation, Partnership, Estate or Trust                        |
| <input type="checkbox"/> Limited Liability Company—Disregarded Entity, Corporation, or Partnership (circle one) |   |
| <input type="checkbox"/> Other: _____   |   |

ARTICLE XVIII. GENERAL PROVISIONS

1. This Lease is subject to all applicable laws of the State of Illinois.
2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: \_\_\_\_\_  
 BY:   
 Signature of LESSOR's authorized agent  
 BY: David Zimmerman  
 Printed Name of LESSOR's authorized agent  
 DATED: 01-30-15

LESSEE: Illinois House of Representatives  
 BY:   
 Signature of REPRESENTATIVE, LESSEE's authorized agent  
 BY: State Rep. Michael D. Ures  
 Printed Name of REPRESENTATIVE, LESSEE's authorized agent  
 DATED: 2-5-15

**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:

*Sut 122*  
 \_\_\_\_\_  
*Vick Wuff*  
 \_\_\_\_\_  
 \_\_\_\_\_  
*Carroll Embury*  
 \_\_\_\_\_  
 \_\_\_\_\_  
*Jim Konahue*  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
*David G. Musings*  
 \_\_\_\_\_  
 \_\_\_\_\_  
*Monica Connett*  
 \_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for a Jail Clerk in the Sheriff's Department; and

WHEREAS, the Jail Clerk position is a Grade 11 union position and has a starting wage range of \$10.681 to \$11.096 plus a 30 cent potential differential for 2<sup>nd</sup> and /or 3<sup>rd</sup> shifts.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire a Jail Clerk.

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

PASSED THIS 28th DAY OF JANUARY, 2015.

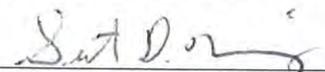
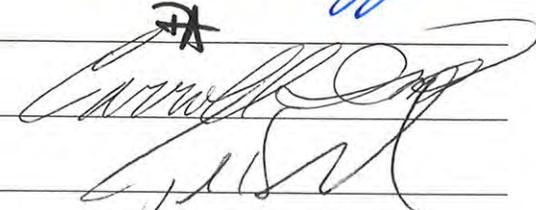
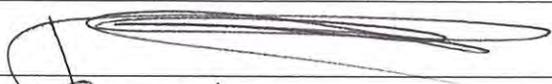
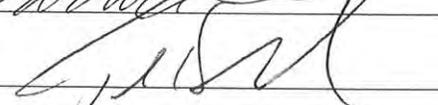
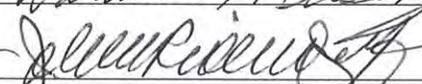
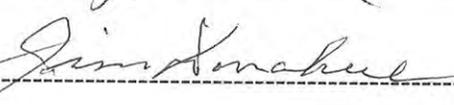
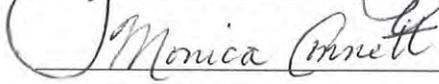
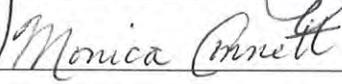
ATTEST:

*Christie All Webb*  
 \_\_\_\_\_  
 County Clerk

*[Signature]*  
 \_\_\_\_\_  
 County Board Chairman

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:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Maintenance Lead Technician; and

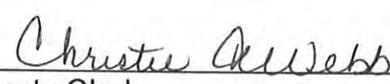
WHEREAS, the Maintenance Coordinator position is a Grade 10 union position with a starting hourly pay range of \$11.695 - \$12.148.

THEREFORE BE IT RESOLVED by the County Board that the Facilities Director be authorized to hire a Maintenance Lead Technician.

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

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

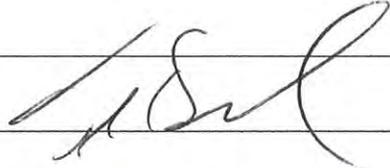
  
County Clerk

  
County Board Chairman

**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 Consolidated Omnibus Reconciliation Budget Act (COBRA) requires employers with twenty or more employees to offer continued coverage in their group health plans to certain former employees, retirees, spouses and dependent children; and

WHEREAS, the length of continuation coverage offered ranges from eighteen to thirty-six months depending upon the existence of a "qualifying event"; and

WHEREAS, the employer may require individuals electing this health coverage to pay monthly premiums based upon an actuarial or experience method of calculation plus a surcharge of up to 2% to cover administrative costs.

NOW THEREFORE BE IT RESOLVED to establish the following COBRA premiums, based upon the actuarial method of calculation:

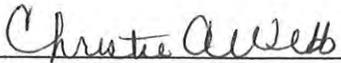
	<u>Medical/RX</u>	<u>Dental</u>	<u>Total</u>
Employee	\$628.66	\$43.65	\$672.31
Family	\$1491.55	\$96.66	\$1588.21

The effective date for premium change will be December 01, 2014.

BE IT FURTHER RESOLVED that the County Clerk notifies County Board Chairman, Health Alliance and the Payroll Division of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

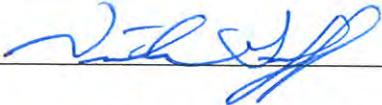
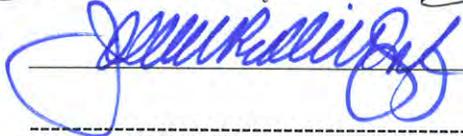
ATTEST:

  
County Clerk

  
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 enter into the attached Provider Services Agreement and Business Associate Agreement with Benefit Planning Consultants, Inc.;

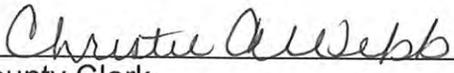
WHEREAS, the benefits provided under this Agreement were reassigned to BPC from Health Alliance.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department and the Auditor of the action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

As you know, I took over your group from Sarah back around the first of February 2014. It came up in March, 2014, because no one had paid the fees to BPC since 12/1/13. That is when I was trying to find out what happened. Here is what I found out:

At HCH, the medical reimbursement claims were processed through the regular medical claims, so any fees were built into your admin. fees. When Tazewell County transitioned over to Health Alliance on 12/1/12, the claims department advised us that they would not be able to process the reimbursement claims and that BPC would take over for those folks. BPC is our partner for all of these types of things (along with flex and HRA accounts for our groups). Tazewell County was in the middle of a two-year admin. agreement so Health Alliance management agreed to abide by the agreed-upon administrative fees for that second year (and first year with Health Alliance). Because of that, we agreed to pay the fees directly to BPC from our admin. fees for 12/1/12-11/30/13. That two-year admin. agreement expired on 12/1/13.

What should have happened at your 12/1/13 renewal meetings is that the fees should have been discussed, and BPC would begin to bill Tazewell County directly for those fees. I could find nothing in Sarah's notes addressing it, so the assumption is that it was never discussed. Management at Health Alliance agreed to pay the fees to BPC for a second year, since it apparently was not addressed at last year's renewal. I was told to make a note to discuss it with your 12/1/14 renewal, which we did.

There really isn't any documentation that I was able to find other than some internal emails confirming what happened a couple years ago on this. I hope this helps. The good news is that the County got an extra "free" year on this. If you have any questions, just let me know. Thanks!

*Susan Mekus*

Client Consultant

Health Alliance Medical Plans

Direct: (217) 383-8248

Toll-Free: (800) 851-3379, ext. 8248

Fax: (217) 365-7001

Cell: (309) 573-2981

[susan.mekus@healthalliance.org](mailto:susan.mekus@healthalliance.org)



## PROVIDER SERVICES AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT

### RECITALS

A. Tazewell County ("Employer") has established certain employee benefit programs, including one or more of the following: a health flexible spending account ("FSA") under Code Section 105; a dependent care assistance program ("DCAP") under Code Section 129; a medical reimbursement plan ("MRP") under Code Section 105; transportation fringe benefit plan ("Transportation Plan") under Code Section 132(f)(4); Health Savings Accounts ("HSA") under Code Section 223 and COBRA administration. The FSA and the DCAP are each offered under Code Section 125 cafeteria plan.

B. Employer has requested Benefit Planning Consultants, Inc. ("PROVIDER") to act as its agent for the payment of certain benefits and to furnish certain administrative services for one or more of the FSA, DCAP, MRP, Transportation Plan, HSA, and COBRA as described in this Agreement (collectively, the "Program").

In consideration of the mutual promises contained in this Agreement, Employer and PROVIDER agree as follows.

### ARTICLE I. INTRODUCTION

**1.1 Effective Date and Term.** The effective date of this Agreement is December 1, 2014 ("Effective Date"). The initial term shall be the length of the initial plan year; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 7.8.

**1.2 Scope of Undertaking.** Employer has sole and final authority to control and manage the operation of the Program. PROVIDER is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer. Nor shall PROVIDER and Employer be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor. PROVIDER does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is PROVIDER in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Program. Provider generally provides reimbursement services only and does not assume any financial risk or obligation with respect to benefits offered or claims for benefits payable by Employer under the Program. Nothing herein shall be deemed to constitute Provider as a party to the Program or to confer upon Provider any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon Provider any obligation to any employee of Employer or any person who is participating in the program ("Participant").

#### **1.3 Definitions.**

**"Agreement"** means this Provider Services Agreement, including all Appendices hereto.

**"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"DCAP"** has the meaning given in the Recitals.

**"Electronic PHI"** has the meaning assigned to such term under HIPAA.

**"Eligibility Reports"** have the meaning described in Section 2.3.

**"Employer"** has the meaning given in the Recitals.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

**"Effective Date"** has the meaning given in Section 1.1.

**"FSA"** has the meaning given in the Recitals.

**"Group Health Plan"** means a Plan maintained by an Employer that provides medical care to employees or their dependents, directly or through insurance, reimbursement, or otherwise.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**"Named Fiduciary"** means the named fiduciary as defined in ERISA Section 402(a) (1).

**"Participant"** has the meaning given in Section 1.2.

**"Plan"** means the FSA, DCAP, MRP, Transportation Plan, or Group Health Plan as applicable.

**"Plan Administrator"** means the administrator as defined in ERISA Section 3(16)(A).

**"Program"** has the meaning given in the Recitals

**"Provider"** has the meaning given in the Recitals.

**"Qualifying Event"** means a Triggering Event that causes a loss of coverage under a Group Health Plan.

**"Transportation Plan"** has the meaning given in the Recitals.

**"Triggering Event"** means an event that will result in a Qualifying Event under COBRA, it also causes a loss of coverage under a Group Health Plan.

**ARTICLE II.**  
**EMPLOYER RESPONSIBILITIES**

**2.1 Sole Responsibilities**

- (a) *General.* Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. Employer gives Provider the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and Provider. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits for purposes of ERISA.
- (b) *Examples.* Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; determine if and when a valid election change has occurred; handle Participant appeals; execute and retain required Plan, claims and COBRA documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, the Code and other applicable federal and state laws. Upon written request, Provider can act as an independent contractor to assist in preparing said services for mutually agreed upon fees or as outlined in the fee schedule Appendix.

**2.2 Service Charges, Taxes and Fees; Funding.** Employer shall pay Provider the service charges set forth in the Appendices hereto, as described in Article V. Employer shall promptly fund an account maintained for the payment of Program benefits as described in Article IV. In addition, the Employer shall pay Provider any taxes or fees that may be required to be paid by the Provider for any plans or plan participants sponsored by the Employer. Benefit Payment System (BPS), the company the TPA uses for processing payments for the Employer Program will debit the Employer's bank account \$1.00 for a pre-note fee whenever the Employer provides a new bank account or there is a change in the bank account the Employer uses for payments under any Program. The employer will be responsible for funding this pre-note fee.

**2.3 Information to Provider.** Employer shall furnish the information requested by Provider as determined necessary to perform Provider's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits ("Eligibility Reports"). Such information shall be provided to Provider in the time and in the manner agreed to by Employer and Provider but no later than 30 days from the date of coverage termination for COBRA notification purposes. Provider shall have no responsibility with regard to benefits paid in error due to Employer's failure to timely update such information. From time to time thereafter, but no more frequently than monthly, Provider shall provide Employer with updated Reports by electronic medium unless otherwise agreed by the parties. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Provider relating to the accuracy of any Report. Provider shall have no liability to Employer or any Participant as a consequence of an inaccurate Report and Provider shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to Provider as a consequence of Employer failing to review Reports for accuracy. Provider shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Such Eligibility Reports shall be considered PHI and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the privacy and security rules under HIPAA and Article VI of this Agreement.

**2.4 Plan Documents.** Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide Provider with all relevant documents, including but not limited to, the Program documents and any Program amendments. Employer will notify Provider of any changes to the Program at least sixty (60) days before the effective date of such changes. Employer acknowledges that Provider is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program. As described in Section 3.7, Provider can furnish updated documents and/or amendments at the current applicable fee.

**2.5 Liability for Claims.** Employer is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. Provider does not insure or underwrite the liability of Employer under the Program. Employer is responsible for proper funding of reimbursements issued by Provider to participants. Except for expenses specifically assumed by Provider in this Agreement, Employer is responsible for all expenses incident to the Program.

**2.6 Indemnification.** Employer shall indemnify Provider and hold it harmless from and against all loss, liability, damage, expense, attorney's fees or other obligations, resulting from, or arising out of any act or omission of Employer in connection with the Program or demand, or lawsuit by Program Participants and beneficiaries against Provider in connection with benefit payments or services performed hereunder. In addition, Employer shall indemnify Provider and hold it harmless from and against any liability, expense, demand, or other obligation, resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Program or Employer is liable. Employer shall also have the indemnification obligation described in Section 3.3. Provider shall indemnify Employer and hold it harmless from and against all loss, liability, damage, expense, attorney's fee or other obligations, resulting from, or arising out of any act or omission of Provider in connection with performing its obligations under this Agreement.

**2.7 Medical Records.** Employer shall, if required by law or regulation, notify each Participant and provide each Participant with an opportunity to opt out (if required) or obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including the Gramm-Leach-Bliley Act) to permit Employer and/or Provider to perform their obligations under this Agreement.

### **ARTICLE III.** **PROVIDER RESPONSIBILITIES**

**3.1 Sole Responsibilities.** Provider's sole responsibilities shall be as described in this Agreement (including the obligations listed in any Appendix to this Agreement). Provider generally provides certain reimbursement and record keeping services, as described further below.

**3.2 Service Delivery.** Provider shall provide customer service personnel during normal business hours as determined by Provider by telephone and shall provide electronic administrative services twenty-four (24) hours per day, seven (7) days per week. Provider shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

**3.3 Benefits Payment.** Provider shall, as agent of Employer, operate under the express terms of this Agreement and the Program. Provider shall initially determine if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in this Article III and Article IV. Provider shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or Program administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that: (a) Provider has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-off claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and (c) Employer shall indemnify and hold Provider harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

**3.4 Bonding.** Provider has, and will maintain, a fidelity bond for all persons involved in collecting money or making claim payments, and all officers of the company. This bond covers the handling of Employer's and Participants' money from dishonesty, theft, forgery or alteration, and unexplained disappearance.

**3.5 Reporting.** Provider shall make available to Employer each month via electronic medium (unless otherwise agreed upon by the parties) a master report showing annual election, year-to-date claims paid, year-to-date payroll deposits, and account balances. For purposes of Employer's FSA, Employer must provide certification that the plan document requires the Employer to comply with applicable privacy and security rules under HIPAA before Provider will make available the reports provided for in this Section to Employer. Provider shall also make available to Participants each quarter via electronic medium unless otherwise agreed on by the parties a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts. For purposes of Employer's Health FSA, Employer is responsible for ensuring that any beneficiary of the Participant for whom a claim has been submitted to the Health FSA has agreed to the disclosure of his or her PHI to the Participant, if required by the privacy rule.

**3.6 Claims or Coverage Appeals.** Provider shall refer to Employer or its designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by Provider or any class of claims that Employee may specify, including: (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

**3.7 Additional Documents.** Employer requests, and Employer and Provider mutually agree upon payment of applicable fees, then Provider shall furnish Employer: (a) plan documents to be reviewed by Employer, for creation of customized documentation for the Program to be approved and executed by Employer, including board resolutions, summary plan descriptions (SPDs), plan documents and plan amendments (if any); and (b) administrative forms needed for Provider to perform its duties under this Agreement. Provider will furnish legally required amendments, as needed without specific request of Employer at the rate stated on the Provider's current standard fee schedule.

**3.8 Recordkeeping.** Provider shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that Provider has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at Provider's offices with reasonable prior notice. If this Agreement terminates, Provider may deliver, or at Employer's request, will deliver all such books, records, and documents to Employer, subject to Provider's right to retain copies of any records it deems appropriate. Employer shall be required to pay Provider reasonable charges for transportation or duplication of such records.

Provided, however, that upon termination of this Agreement, Provider must destroy or return to Employer all PHI, including PHI that is in the possession of subcontractors or agents of Provider. If it is infeasible to return or destroy PHI received from Employer or the Health FSA, or created or received by Provider on behalf of Employer or the Health FSA, Provider shall provide to Employer notification of the conditions that make return or destruction infeasible. Upon Employer's agreement that return or destruction of PHI is infeasible, Provider shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Provider retains such PHI. Provider shall pay all storage charges for any such PHI for so long as Provider retains such PHI

**3.9 Standard of Care.** Provider shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Provider makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Provider shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Provider will not be liable for such payment, unless Provider would otherwise be liable under another provision of this Agreement.

**3.10 Notices to Participants; Amendment to Comply with Privacy Rules.** Provider shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act). Parties agree to amend this Agreement as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.

**3.11 Non-Discretionary Duties; Additional Duties.** Provider and Employer agree that the duties to be performed hereunder by Provider are non-discretionary duties. Provider and Employer may agree to additional duties in writing as may be specified in the Appendices from time to time.

**ARTICLE IV.**  
**BENEFIT PROGRAM PAYMENT:**  
**EMPLOYER'S FUNDING RESPONSIBILITY**

**4.1 Payment of Benefits.** Employer authorizes Provider to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of the Employer for the payment of Program benefits. Each week or at such other interval as mutually agreed upon, Provider will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the bank account the amount needed for the payment of Program benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 4.1. Provider shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Program funds to or on behalf of Participants in payment of approved claims. Provider is merely a collection agent for the employer and any funds collected belong to the employer (and not to the Provider). Provider shall immediately forward any amount due the group policyholder for remittance to the appropriate insurer. Provider will not pay any claims with money withdrawn from an account established in which premiums or charges are deposited. If debit cards are used in conjunction with the Program, Employer agrees to sufficiently fund the bank account and monitor it to prevent overdraft.

**4.2 Funding of Benefits.** Funding for any payment on behalf of the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, where such expenses are incurred and the claim is presented for payment during the term of this Agreement.

**ARTICLE V.**  
**PROVIDER COMPENSATION**

**5.1 Service Charges.** The amounts of the monthly service charges of Provider are described in the Appendices. Provider may change the amount of such charges by providing at least thirty (30) days written or electronic notice to Employer, before the annual date of renewal of this Agreement. Provider may also change the monthly service charges as of the date any change is made in the Program. Requests for additional or non-standard services may result in additional charges.

**5.2 Billing of Charges.** All service charges of Provider, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

**5.3 Payment of Charges.** All charges under this Article V shall be determined by Provider and billed prospectively to Employer on a monthly basis unless otherwise agreed upon in the Appendices. Fees for the month shall be billed around the 15<sup>th</sup> of each month. Alternatively, if so agreed by the parties, Provider may deduct payment for monthly service charges from the bank account maintained by Employer as described in Article IV. Employer shall make payment to Provider within fifteen (15) business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by Employer as described in Article IV.

**ARTICLE VI.**  
**HIPAA GUIDELINES FOR EMPLOYER AND PROVIDER**

This Article VI is the **BUSINESS ASSOCIATE AGREEMENT** (“**Agreement**”) by and between the Plan Administrator or Employer (“**Covered Entity**”) and the Provider (“**Business Associate**”). Business Associate and Covered Entity are hereafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Parties recognize that HIPAA and the Privacy Regulations require the imposition of certain safeguards necessary to protect the privacy of individually identifiable health information that is created or received by Business Associate in performing services (“**Services**”) for or on behalf of Covered Entity pursuant to the most recent Provider Services Agreement (“**Underlying Agreement**”).

The Parties will fully comply with all applicable Privacy Security Regulations (including Breach Notification regulations) and other applicable laws respecting the privacy and the security of health information, and hereby agree to enter into this Agreement in order to comply with the business associate agreement requirements of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and its implementing regulations and to comply with the Privacy and Security Regulations, the standards for electronic transactions (45 C.F.R. Parts 160, 162, and 164) promulgated or to be promulgated under HIPAA, and to incorporate any material required to be incorporated thereby. The Parties do hereby agree as follows:

**6.1 Definitions.**

- (a) *Breach.* “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402.
- (b) *Breach Notification Rule.* “Breach Notification Rule” shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.
- (c) *Business Associate.* “Business Associate” shall mean Benefit Planning Consultants, Inc.
- (d) *Covered Entity.* “Covered Entity” shall mean Plan Administrator or Employer.
- (e) *Designated Record Set.* “Designated Record Set” shall mean
  - (1) A group of records maintained by or for a health plan or health care provider, that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for the health plan or health care provider to make decisions about individuals.
  - (2) For purposes of this definition, the term *record* means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a health plan or health care provider.

- (f) *Electronic Protected Health Information*. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.
- (g) *Electronic Transactions Rule*. "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- (h) *Enforcement Rule*. "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.
- (i) *Genetic Information*. "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR §160.103.
- (j) *HHS*. "HHS" shall mean the Department of Health and Human Services.
- (k) *HIPAA Rules*. "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.
- (l) *HITECH Act*. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
- (m) *Privacy Rule*. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.
- (n) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- (o) *Required by Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- (p) *Security Incident*. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- (q) *Security Rule*. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.
- (r) *Subcontractor*. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.
- (s) *Transaction*. "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103.
- (t) *Unsecured Protected Health Information*. "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

## 6.2 Privacy and Security of Protected Health Information.

- (a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:
- (i) **Functions and Activities on Covered Entity's Behalf.** Business Associate performs one or more services relating to Medical Reimbursement Plan Accounts (MRP), Health Flexible Spending Accounts (FSA), and Dependent Care Flexible Spending Accounts (DCAP), Health Savings Accounts (HSA) and COBRA administration as defined in the Underlying Agreement.
- (ii) **Business Associate's Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that-
- (A) The disclosure is Required by Law; or
- (B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will-

(1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.

(iii) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

(b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described above.

(c) **Information Safeguards.**

(i) **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf.

(iii) **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

(d) **Subcontractors.** Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

(e) **Prohibition on Sale of Protected Health Information.** Effective as of Effective Date, Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information.

(f) **Prohibition on Use or Disclosure of Genetic Information.** Effective as of Effective Date, Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

(g) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

**6.3 Compliance With Electronic Transactions Rule.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

## 6.4 Individual Rights.

(a) **Access.** Business Associate will, within twenty-five (25) calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524. Effective September 23, 2013, if Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

(b) **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR §164.528:

(i) **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

(iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within fifty-five (55) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

(d) **Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR §164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

## 6.5 Breaches and Security Incidents.

### (a) Reporting.

(i) **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than twenty-five (25) calendar days after Business Associate discovers such non-permitted use or disclosure.

(ii) **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information not more than fifty-five (55) calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

(A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

(B) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

(D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

(F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as Covered Entity may reasonably request.

(iii) **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report annually, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

(b) **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

## 6.6 Term and Termination.

(a) **Term.** This Agreement shall be effective as of Effective Date.

(b) **Right to Terminate for Cause.** Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

(c) **Treatment of Protected Health Information on Termination.**

(i) **Return or Destruction of Covered Entity's Protected Health Information If Feasible.** Upon termination of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than sixty (60) calendar days following the Effective Date of the termination of this Agreement.

(ii) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than sixty (60) calendar days following the Effective Date of the termination or other conclusion of Agreement.

(iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

## 6.7 General Provisions.

(a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

(b) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

(c) **Red Flag Rules.** To the extent applicable and upon the Effective Date, as stated by the Federal Trade Commission (the "FTC"), and thereafter, if Business Associate performs services for Covered Entity with respect to Covered Accounts as such term is defined in the Identity Theft Red Flag rules published by the FTC (the "Rules"), Business Associate shall also be deemed a "Service Provider" of Covered Entity and as to such Covered Accounts, Business Associate shall: (i) perform its activities under the Agreement in accordance with reasonable policies and procedures of Business Associate designed to detect, prevent, and mitigate the risk of identity theft, as required of a Service Provider under the Rules (the "Program"); and (ii) promptly report to Covered Entity but in no event later than five (5) days after learning of any specific Red Flag Incidents (as such term is defined in the Rules) which Business Associate detects as to Covered Accounts of Covered Entity pursuant to the Program and respond to, or reasonably assist Covered Entity in responding to, such reported Red Flag.

(d) **Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

(e) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(f) **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

(g) **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the law of Illinois, except to the extent preempted by federal law. Business Associate shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the requirements of HIPAA.

(h) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(i) **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(j) **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

(k) **Underlying Agreement.** Except as specifically required to implement the purposes of this Agreement, and except to the extent inconsistent with this Agreement, all terms of the Underlying Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Underlying Agreement and this Agreement, this Agreement shall control.

(l) **Indemnification.** Business Associate agrees to indemnify, defend, and hold harmless Covered Entity and its directors, officers, affiliates, employees, agents, and permitted successors from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from or arising out of any act or omission of Business Associate in connection with performing its obligations under this Agreement or the Underlying Agreement. Covered Entity agrees to indemnify, defend, and hold harmless Business Associate and its directors, officers, affiliates, employees, agents, and permitted successors from and against any and all claims, loss, liability, damage, costs, and expenses (including reasonable attorneys' fees) or other obligations, resulting from, or arising out of any act or omission of Covered Entity in connection with performing its obligations under this Agreement.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 Severability; Headings.** If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**7.2 Compliance; Non-Waiver.** Failure by Employer or Provider to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 7.3.

**7.3 Assignment; Amendment.** Neither Employer nor Provider can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of Employer and Provider.

**7.4 Audits.** Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse Provider for Provider's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

### **7.5 Non-Disclosure of Proprietary Information**

- (a) *General.* Employer and Provider each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and Provider agree that each party shall; (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).
- (b) *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 7.5 shall survive the termination of this Agreement.

**7.6 Arbitration.** Any controversy or claim arising out of or relating to this Agreement between Employer and Provider, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Champaign, Illinois.

### **7.7 Notices and Communications.**

(a) *Notices.* All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when sent.

(b) *Addresses.*

Employer's address for notices as described above is:  
Tazewell County  
11 S. 4<sup>th</sup> Street, Suite 432  
Pekin, IL 61554

Provider's address for notices as described above is:  
Benefit Planning Consultants, Inc.  
2110 Clearlake Blvd., Suite 200  
P.O. Box 7500  
Champaign, IL 61826-7500

(c) *Communications.* Employer agrees that Provider may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer "Named Contact" and specifically agrees to indemnify Provider and hold it harmless: (a) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (b) from any claim for the improper use or disclosure of any PHI by Provider if such information is used in a manner consistent with its duties and responsibilities hereunder.

### **7.8 Termination of Agreement**

(a) *Automatic.* This Agreement shall automatically terminate as of the earliest of the following: (i) the effective date of any legislation which makes the Program and/or this Agreement illegal; (ii) the date Employer or Provider becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (iii) the termination date of the Program, subject to any agreement between Employer and Provider regarding payment of benefits after the Program is terminated.

(b) *Optional.* This Agreement may be terminated as of the earliest of the following: (i) by Provider upon the failure of Employer to pay any charges within thirty (30) business days after they are due and payable as provided in Article V; (ii) by Provider upon the failure of Employer to perform its obligations in accordance with this Agreement, (iii) by Employer upon the failure of Provider to perform its obligations in accordance with this Agreement; or (iv) by either Employer or Provider, as of the end of the term of this Agreement, by giving the other party thirty (30) days written notice.

(c) *Limited Continuation After Termination.* If the Program is terminated, Employer and Provider may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Program benefit, expense or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and Provider may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by Provider before the date of such termination. If this Agreement is continued in accordance with this subsection (c), Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued. This Agreement shall continue as provided by and subject to Section 3.8 if the return or destruction of PHI is determined to be infeasible.

(d) *Survival of Certain Provisions.* Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, privacy and security provisions of this Agreement shall survive its termination.

**7.9 Complete Agreement; Governing Law.** This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties. This Agreement shall be construed, enforced and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Employer and Provider have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Tazewell County  
("Employer")

Signed: \_\_\_\_\_

By: David Zimmerman  
Print name

Title: County Board Chairman

Date: 01-30-15

Benefit Planning Consultants, Inc.  
("Provider")

Signed: \_\_\_\_\_

By: Habeeb G. Habeeb

Title: CEO & President

Date: 3-2-2015

**Provider Service Agreement  
Appendix A - MRP Administration Guidelines  
Tazewell County**

Capitalized terms used in this Appendix and not defined have the meanings given in the Agreement.

**Initial Setup Fee:** Waived

**Initial Document Fee:** Waived

\*\*Requests for additional or non-standard services may result in additional charges.

**Monthly Service Fees for BPC Administrative Services:**

Administrative fees for the MRP offered by Employers whose Group Health Plan is administered by Health Alliance Medical Plans, Inc. (Health Alliance) will be invoiced by BPC at the Health Alliance rate. The monthly fees charged for each Participant enrolled in the MRP for any part of the plan year of the Agreement and for 90 days following a participant's termination from the MRP shall be \$4.40 per Participant per month, with a minimum monthly fee of \$50 as long as the employer remains insured by Health Alliance and is covered under a qualified plan. Fees will be billed by BPC prospectively on a quarterly basis around the 15<sup>th</sup> of the month for Provider services performed for the following quarter, and are due and payable within 21 calendar days. Interest that will not exceed the maximum allowed under Illinois law will be charged on the outstanding balance beginning 30 calendar days after it is billed. Employers no longer insured by Health Alliance or no longer covered under a qualified plan will be required to assume the fees using BPC standard fee structure beginning the first month following termination from Health Alliance or the qualified health plan. Requests for stop-payment or nonpayment of any claims expenses for insufficient funds or any other reason will be billed at the prevailing fee charged by bank or debit card company at the time the request is made or non-payment occurs.

**Annual Administration Services:**

Annual New Year data set-up and annual discrimination testing is \$75.00 after the first Plan year.

*Optional:* IRS form 5500 preparation and filing (if required) will be charged at the current applicable rates.

**Services Included:**

Employer is responsible for all legal requirements and administrative obligations with regard to the MRP, except for the following administrative duties (to be performed by Provider):

1. Provider shall make available (by electronic medium or paper copy) a set of master enrollment and reimbursement forms and instructions for filing Participant claims, so the employer can make copies to distribute to all plan participants. Upon payment of additional fees, Provider shall make available other MRP documents.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Provider shall make the requested change in the Participant's election as soon as practicable.
3. Employer shall prepare and submit any Form 5500 unless otherwise agreed upon by both parties in writing and for mutually agreed upon fees.
4. Provider shall assist Employer in preparing nondiscrimination tests for the MRP when requested.
5. Provider shall disburse any benefit payments that it determines to be due weekly but within no more than one (1) month from the day on which Provider receives the claim. Benefit payments shall be made by check or direct deposit payable to the Participant. Claims of less than \$25.00 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$25.00, except that any remaining amount shall be paid after the end of the run-out period for the Plan Year without regard to the \$25.00 threshold. In the case of DCAP claims, if the amount of the claim exceeds the amount the Participant has had withheld to date, Provider will hold the claim and make reimbursements as monies are withheld from the Participant's pay.
6. Provider shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. Provider shall follow the requirements of ERISA with regard to denial of claims.

**Services Not Included:**

Provider is not responsible for any of the following:

1. Employer's compliance with COBRA or compliance with HIPAA with regard to certificates of creditable coverage unless otherwise agreed upon by both parties in writing and for mutually agreed upon fees.
2. Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health FSA or DCAP.
3. Employer is responsible for furnishing Open Enrollment materials, SPDs, and SMMs to Plan Participants as needed.

**Provider Service Agreement  
Appendix B – COBRA Administration Guidelines  
Tazewell County**

Capitalized terms used that are not defined have the meanings given in the Agreement.

**Initial Setup Fee: Waived**

\*\*Requests for additional or non-standard services may result in additional charges.

**Monthly Service Fees for BPC Administrative Services:**

Administrative fees for COBRA offered by Employers whose Group Health Plan is administered by Health Alliance Medical Plans, Inc. (Health Alliance) will be invoiced by BPC at the Health Alliance monthly rate of \$.80 per Employee eligible in benefit plans requiring COBRA notification, with a minimum monthly fee of \$40.00 as long as the Employer's Group Health Plan remains administered by Health Alliance. Fees will be billed by BPC prospectively on a quarterly basis around the 15<sup>th</sup> of the month for Provider services performed for the following quarter, and are due and payable within 21 calendar days. Interest will be charged on the outstanding balance beginning 30 calendar days after it is billed. In addition, the Provider will keep the 2% administrative fee added to the COBRA premiums paid by the Employer's COBRA participants. Employers whose Group Health Plan is no longer administered by Health Alliance or no longer covered under a qualified plan will be required to assume the fees using BPC standard fee structure beginning the first month following termination from Health Alliance or the qualified health plan. Requests for stop-payment or nonpayment of any claims expenses for insufficient funds or any other reason will be billed at the prevailing fee charged by bank or debit card company at the time the request is made or non-payment occurs.

**Optional Annual service:** Mailing of annual Open Enrollment Packets for COBRA participants and Qualified Beneficiaries (if elected) will be charged at the current applicable rates. Service will be offered each year prior to open enrollment period.

**Services Performed by Provider:**

Employer is responsible for all legal requirements and administrative obligations with regard to COBRA, except for the following administrative duties (to be performed by Provider):

1. Provider shall supply Initial COBRA Notification forms and shall disburse to Plan Participants and spouses. If Tazewell County desires, Employer may do mailing to Plan Participants and spouses. Employer shall be responsible to inform Provider of all new hires within 30 days of Date of Eligibility.
2. Provider shall send a COBRA Election Notice and COBRA Election/Waiver Form via First Class Mail United States Postal Service to the Qualified Beneficiary, within 14 days of the notification from Employer, once Provider has been notified of the Qualifying Event.
3. Provider will process all billing and collection of COBRA premiums and forward any COBRA premium payments received each to the Employer weekly.
4. Provider will send Premium Shortfall Notice if necessary.
5. Provider will send notice of change in COBRA premium.
6. Provider shall track COBRA participation information.
7. Provider will send Cessation of coverage letters and HIPAA Certificate of Creditable Coverage for the COBRA period.

**Services Performed by Employer:**

Provider is not responsible for the following:

1. Employer shall be responsible for notifying Provider of qualifying event within 30 days of the event.
2. Employer is responsible for furnishing Open Enrollment materials, conversion notices, SPDs, SMMs and documents to Qualified Beneficiaries as needed.
3. Employer shall be responsible for notifying Provider of new hire employees electing benefits within 30 days of Date of Eligibility.

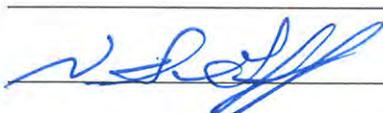
**COMMITTEE REPORT**

F-15-04

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:

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

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**RESOLUTION**

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

- Transfer \$5,522.36.00 from Exempt Personnel Line Item 100-111-511-048 to Recruitment/Relocation Line Item 100-111-511-154

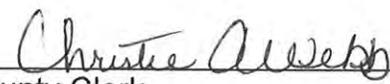
WHEREAS, the transfer of funds is needed for the final invoice from GovHR USA for their services in the completion of the County Administrator search.

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

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

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

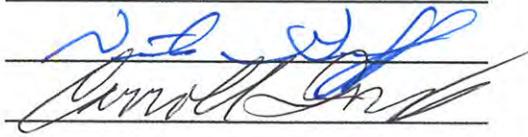
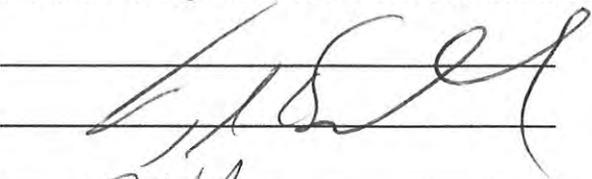
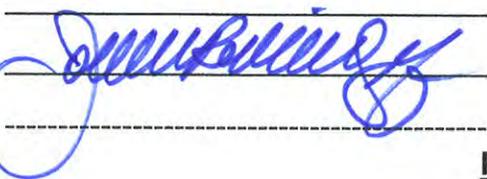
  
\_\_\_\_\_  
County Board Chairman

**COMMITTEE REPORT**

F-15-06

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:

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**RESOLUTION**

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

Transfer \$7,500.00 from Part Time Line Item (100-231-511-050) to Project Stipend Line Item (100-231-511-043)

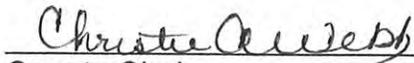
WHEREAS, this transfer is needed due to the establishment of an in-house training program that will be facilitated by Officers.

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 Court Services Director and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

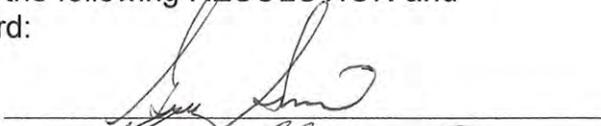
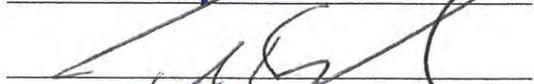
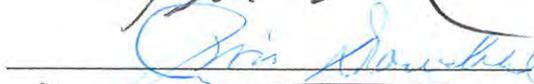
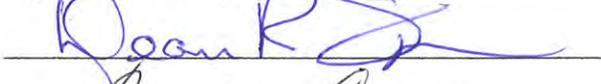
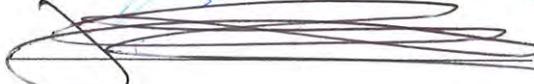
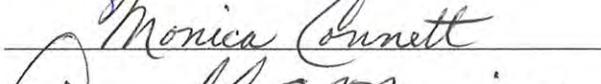
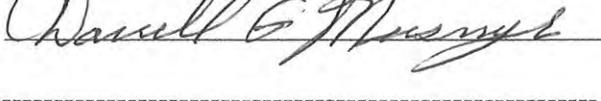
ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Central Management Services - Management Release Form for the Illinois Century Network (ICN); and

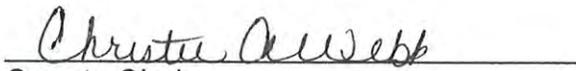
WHEREAS, Central Management Services provides internet service for the County public websites and remote access into our servers for vendors and the IT Department.

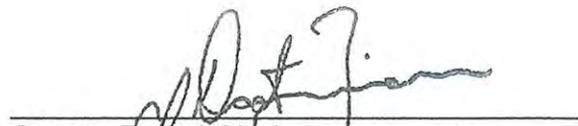
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Central Management Services, the Network Administrator and the Auditor of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
County Clerk

  
County Board Chairman

## Central Management Services Management Release Form for the Illinois Century Network (ICN)

120 West Jefferson Street, First Floor, Springfield, IL 62702-5172 ~ www.illinois.net

### SECTION I: CUSTOMER INFORMATION

Customer Organization Name: Tazewell County

Address: 11 S. 4th Street, Suite 432

City: Pekin State: IL Zip Code: 61554

Phone: 309-478-5849 Fax: 309-477-2273

Email: helpdesk@tazewell.com

### SECTION II: PURPOSE OF THE CMS MANAGEMENT RELEASE AGREEMENT

The purpose of this agreement is to transfer all of the Wide Area Network (WAN), network connectivity, and related hardware management responsibilities listed below from the CMS staff to the customer.

Responsibilities include, but are not limited to:

- Maintain router configurations
- Monitor connection status
- Maintain wide area connections into the Illinois Century Network (ICN) backbone
- Make changes to customer's router as needed to insure and active connection
- Process trouble tickets for down communications lines
- Work with the Wide Area Network Provider to fix any connections that are experiencing problems.

### SECTION III: CMS RESPONSIBILITIES AFTER RELEASING MANAGEMENT TO CUSTOMER

Where requested in writing by customer, CMS will monitor customer access ports. Customer may be required to configure their network to allow monitoring by CMS. If any port monitored by CMS shows signs that the connection to the customer is broken, CMS personnel will make at least one attempt to contact the customer to notify them of the broken link. If requested, CMS personnel will give advice to the customer as to how to rectify the problem. No attempt will be made by CMS personnel to contact the Wide Area Network providers to resolve any problems.

Occasionally, CMS will make changes to the infrastructure of the network that will require changes at the customer's facilities in order to continue to use the ICN. All planned CMS actions that require the customer to complete changes on their equipment prior to, simultaneously with, or after CMS completes its actions, will be delivered by email to that customer at least one week before any CMS action. If customer fails to make any such changes, customer understands that it may not be able to use the ICN, until such time as all necessary changes are made by Customer.

In cases where emergency changes need to be made to the infrastructure of the ICN network where the customer's connections are affected, efforts will be made to contact the customer's technical contact as supplied by the customer to CMS. Customer is responsible for providing CMS with proper and up to date contact information and maintaining their subscription to the CMS customer listserv for email notices.

### SECTION IV: CUSTOMER RESPONSIBILITIES AFTER RELEASING CMS FROM MANAGEMENT

Customer will assume all responsibilities for the customer's Wide Area Network (WAN), network connectivity and related hardware management and releases CMS from liability for any and all

V2.0

claims relating thereto. The customer will cooperate with CMS staff to identify and resolve problems on the network which are thought to be related to the customer's connection.

Customer Organization: Tazewell County

Customer Signature:  Date: 02-11-15

Customer Name Printed: David Zimmerman, County Board Chairman



it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies; and

WHEREAS, this County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources; and

WHEREAS this County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement"; and

WHEREAS, it is the anticipation and intention of this County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies; and

WHEREAS, it is the anticipation and intent of this County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time.

THEREFORE BE IT RESOLVED by this County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

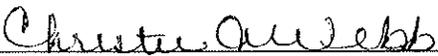
- a. Authorization to enter into a Certain Agreement. The Sheriff of this County is hereby authorized to sign, execute and deliver the agreement Known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement".
- b. Savings Clause. In any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

THEREFORE, BE IT FURTHER RESOLVED that the County Board approves this recommendation.

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

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

# Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

**1. Definitions.** The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

## **2. Agreement to Participate in Law Enforcement Mutual Aid.**

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

**3. The Illinois Law Enforcement Alarm System.** By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
  1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
  - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
  - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
  - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
- 2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
- 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
- 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
  - 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
  - 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
  - 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
  - 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
  - 5. coordinate and provide a facility for training exercises and education;
  - 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
  - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
  - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

#### **4. Additional Signatory Public Agency Provisions**

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
  - 1. It is a Public Agency under the laws of the State of Illinois.
  - 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
  - 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

#### **5. Termination of Participation in LEMAA**

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

#### **6. Non-Member Affiliates**

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
  1. would be eligible to request or provide law enforcement mutual aid, and;
  2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
  - A non-member affiliate may:
    1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
    2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
    3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
    4. to the extent permitted by law:
      - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
      - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
  - A non-member affiliate, or its representative(s) may not:
    1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
  3. disclose to any third party or the public at large:
    - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
    - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
    - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
    1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
    2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
    3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
  - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
    1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

## **7. Additional Provisions**

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
  - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
  - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- i. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

*Balance of this page is intentionally left blank before the signature page.*

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Sheriff's Office  
Public Agency Name  
By: [Signature]  
Legally Authorized Agent

ROBERT M. HUSTON  
Printed Name:

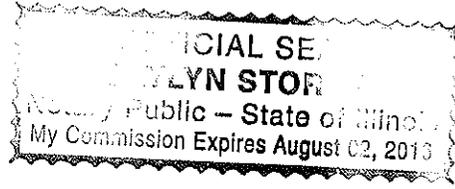
Title: SHERIFF

Date: Feb 2, 2015

State of Illinois )  
County of Tazewell ) ss

[Signature], after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

[Signature]  
Notary Public



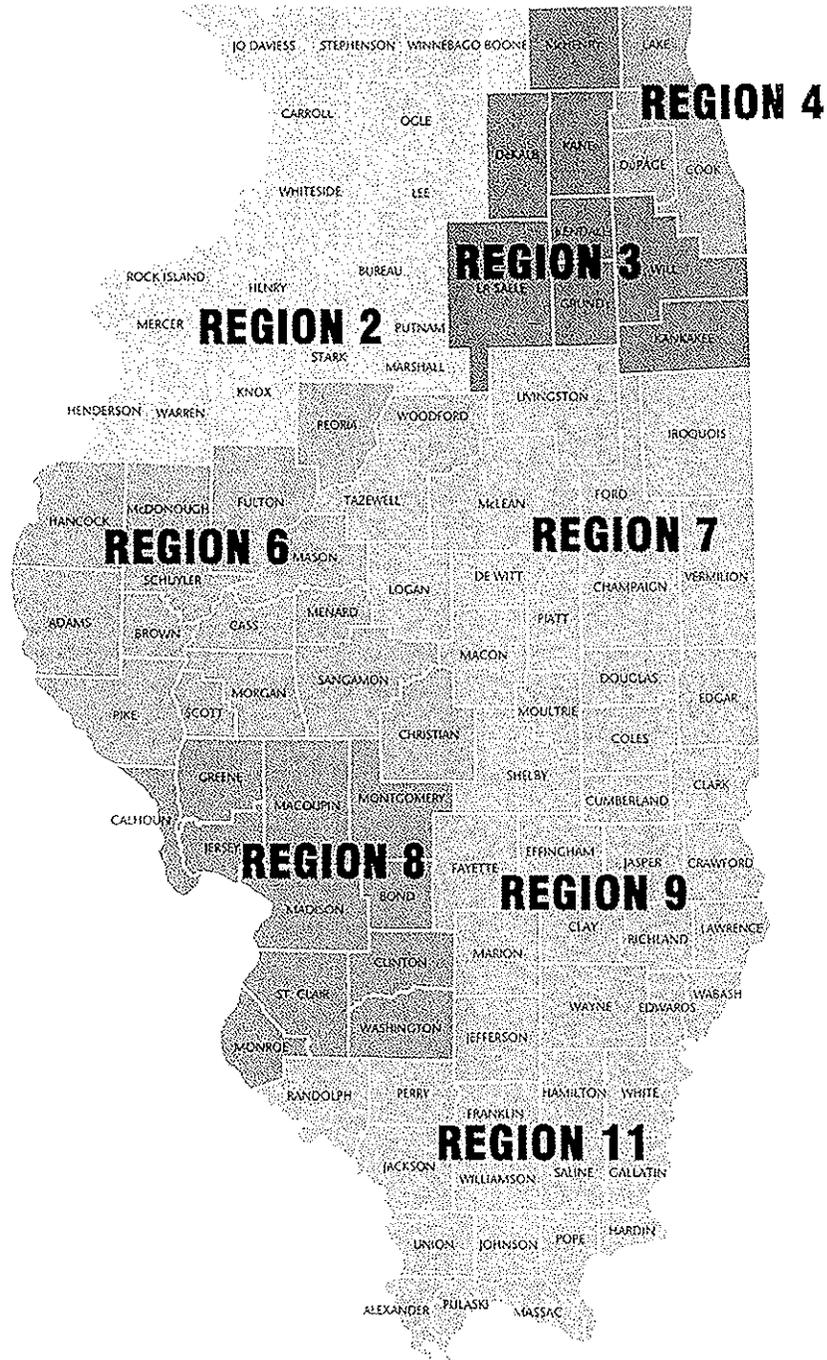
My Commission Expires: August 2, 2016

**Exhibit A**

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubonsee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B



Committee Report

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

Whereas, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

**County Board**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed

**Executive/Risk Management Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed

08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
8/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
11/7/12	Pending Litigation	OPEN
11/15/12	Pending Litigation	OPEN
1/23/13	Pending Litigation	Closed
1/30/13	Pending Litigation	OPEN
2/20/13	Pending Litigation	OPEN
2/27/13	Pending Litigation	OPEN
5/22/13at 4:04 p.m.	Pending Litigation	Closed
5/22/13 at 4:34 p.m.	Personnel	OPEN
9/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
11/12/14 at 4:14 p.m.	Personnel	OPEN

## **Human Resources/Finance and Budget Committee**

<b><u>Date</u></b>	<b><u>Reason for Closed Session</u></b>	<b><u>Action</u></b>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
11/21/06	Personnel	Closed
11/29/06	Personnel	Closed
05/22/07	Personnel	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed

03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/15/11	Personnel	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
8/23/11 at 3:50	Personnel	Closed
8/31/11 at 7:07 p.m.	Personnel	Closed
8/31/11 at 6:17 p.m.	Personnel	Closed
9/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 5:05 p.m.	Personnel	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
11/12/13	Personnel	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed
11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed

## Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed

4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed
8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed

### Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed

### Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
8/18/13	Risk Management	Closed

## Ad Hoc Tax Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

## Collective Bargaining/Grievance Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed

## Candidate Selection Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
08/11/14	Personnel	OPEN

## Search and Screening Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/07/14	Personnel	OPEN

## Hay Group Sub-Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/24/14	Collective Bargaining/Salary Schedules	Closed

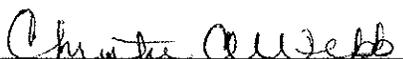
Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

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

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 28<sup>th</sup> DAY OF JANUARY 2015.

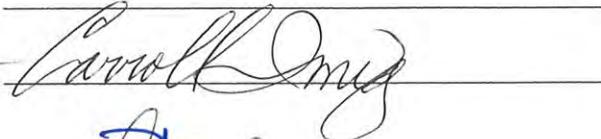
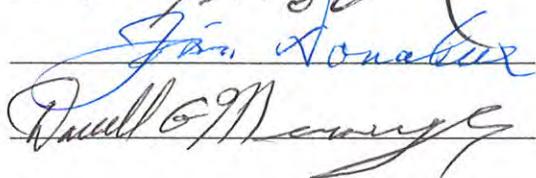
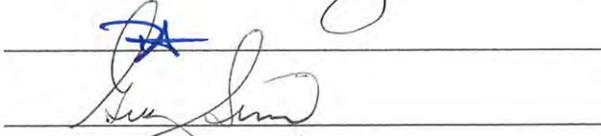
ATTEST:

  
COUNTY CLERK

  
BOARD CHAIRMAN

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to County Board to approve the Letter of Agreement with Tri-County Regional Planning Commission to be the project manager for the Regional Aerial Photo Acquisition Project; and

WHEREAS, Tazewell, Peoria and Woodford County collectively advertised a Request for Proposal for a regional aerial photo acquisition project; and

WHEREAS, representatives of each of the Counties graded the responses to the RFP and selected the vendor to perform services for the Project; and

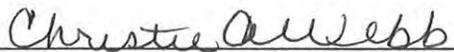
WHEREAS, the Counties desire for TCRPC to administer the contract with the selected vendor.

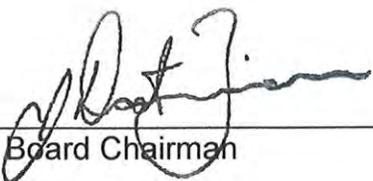
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, Supervisor of Assessments and the Auditor of this action.

PASSED THIS 28<sup>TH</sup> DAY OF JANUARY, 2015.

ATTEST:

  
County Clerk

  
County Board Chairman

## Letter of Agreement

This Agreement is made and entered into as of the 28th day of January, 2015 (the "Effective Date"), by and between Tazewell County (the "County") and the Tri-County Regional Planning Commission ("TCRPC").

WHEREAS, at the request of Peoria County, Tazewell County, and Woodford County (collectively, the "Counties") TCRPC advertised a Request for Proposal ("RFP") for a regional aerial photo acquisition project (the "Project"),

WHEREAS, representatives of each of the Counties graded the responses to the RFP and selected Kucera International Inc. (the "Vendor") to perform services for the Project, and

WHEREAS, the Counties desire for TCRPC to, and TCRPC desires to, enter into a contract with the Vendor (the "Vendor Contract") and administer said contract.

NOW THEREFORE, County and TCRPC agree as follows:

### 1. TCRPC Work.

TCRPC will provide overall project management including the following obligations as set forth under the Vendor Contract:

- a. Assign a TCRPC employee as Project Coordinator;
- b. Review Project deliverables from the Vendor for defects or errors and reject or approve the same;
- c. Answer questions from the Vendor;
- d. Provide designated data to the Vendor; and
- e. Review Vendor invoices for accuracy and invoice the County for its portion of fees and expenses.

### 2. Term.

This Agreement shall be effective from the Effective Date through the termination or expiration of the Vendor Contract. The Project is estimated to be completed by September of 2015 based on Vendor delivery schedule.

### 3. Fees and Payment Terms.

The fees due under the Vendor Contract total one hundred thirty-five thousand, nine hundred (\$135,900) divided between the Counties as follows: Tazewell County \$48,500, Peoria County \$46,100, and Woodford County \$41,300. The Counties shall be responsible for any additional fees or expenses incurred under the Vendor Contract including expenses for the shipment of any materials to the Vendor and fees resulting from any change orders or amendments to the Vendor Contract.

As TCRPC receives invoices from the Vendor for work completed, TCRPC shall invoice the County for the respective portion of the work completed for or regarding the County. The County shall pay all invoices within sixty (60) days of the date of TCRPC invoice.

In addition to the fees and expenses due pursuant to the Vendor Contract, the County shall also pay for its share of the work performed by TCRPC as set forth in Section 1 herein at the following hourly rates:

Project Manager: \$90/hour

GIS Technician: \$75/hour

If interns are available, TCRPC will make use of them to lower the Counties' costs.

The estimated total cost for the work to be performed by TCRPC is thirty-seven thousand, five hundred dollars (\$37,500) with each County's estimated share to be \$12,500. TCRPC will bill the County monthly for work completed by TCRPC.

#### 4. Ownership and Use of Project Data.

TCRPC expressly acknowledges that any and all data, designs, reports, imagery, or other work furnished to or developed for the Counties by TCRPC shall constitute a "work made for hire" as defined by Section 101 of the Copyright Act. The Counties shall own right, title and interest in works of authorship created under the Agreement that constitute a "work made for hire" for their respective geographical areas. For any work performed pursuant to this Agreement that does not qualify as a "work made for hire," TCRPC hereby irrevocably assigns to the County all right, title and interest in the work specific solely to the County, in whatever stage of completion, and warrants waiver of all moral rights therein.

When making any work or deliverables it receives under this Agreement or the Vendor Contract available to any third party, the County shall include a statement/disclaimer as to the proper use/interpretation of such work or deliverables.

#### 5. Miscellaneous.

a. Force Majeure. TCRPC shall not be in default of its obligations hereunder if its performance is prevented or delayed by an existing or future *force majeure* condition including, without limitation, act of government, act of God, strike, insurrection, embargo, fire, flood, earthquake, explosion, riot, war, rebellion, sabotage, epidemic, acts or omissions of any third party including the Vendor, or any cause beyond the reasonable control of TCRPC.

b. TCRPC's work shall be performed in a manner consistent with the care and skill exercised by professionals practicing in similar localities and specialties under similar conditions. TCRPC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK TO BE PERFORMED BY TCRPC AS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THE AGREEMENT ON ANY THEORY OF

ATTEST:

Christa A Webb

\_\_\_\_\_  
(Print Name & Title)

LESSEE:

By:



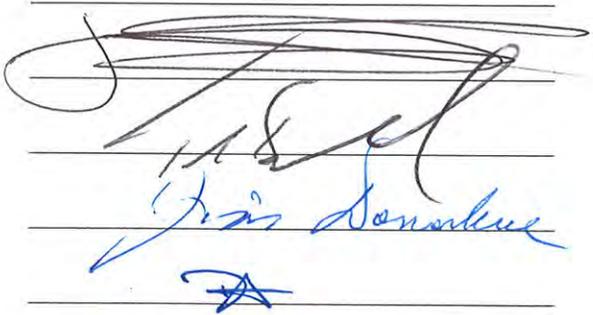
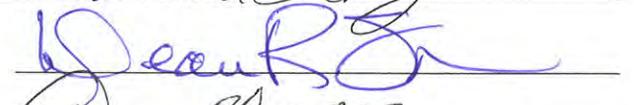
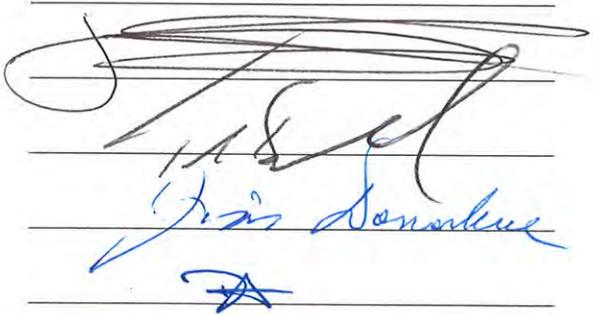
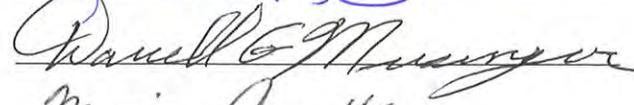
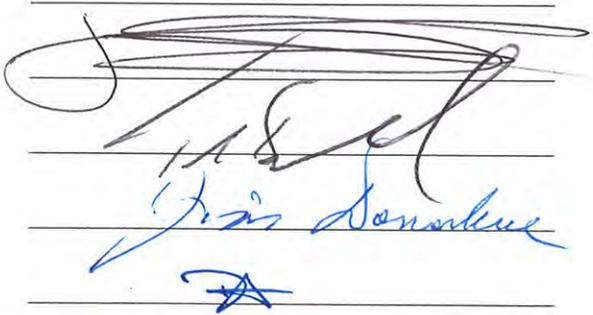
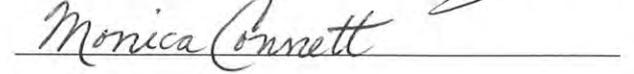
GIL PILAPIL PRESIDENT

(Print Name & Title) MIDWEST COUNSELING SERVICES INC.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve formal acceptance of the resignation of District 1 County Board Member Rosemary Palmer as of January 01, 2015.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
County Board Chairman

Motion by Member Donahue (Dist. 2), Second by Member Mingus (Dist. 3) to approve Appointments/ Reappointments. Motion Carried by Voice Vote.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Rinehart (Dist. 3), Wolfe (Dist. 1) - 4.

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Norbert Schaefer who resides at 1939 Dane Kelsey, Pekin, IL 61554 to the Union Drainage District No. 1 for a term commencing September 03, 2014 and expiring September 05, 2017.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Norbert Schaefer to the Union Drainage District No. 1 and we recommend said reappointment be approved.

\_\_\_\_\_  
\_\_\_\_\_  
*John Schaefer*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*David Zimmerman*  
\_\_\_\_\_  
*Royell Messinger*  
*Carroll Smith*  
*Monica Cornett*  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Norbert Schaefer to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

*Christie A. Webb*  
\_\_\_\_\_  
Tazewell County Clerk

*David Zimmerman*  
\_\_\_\_\_  
Tazewell County Board Chairman

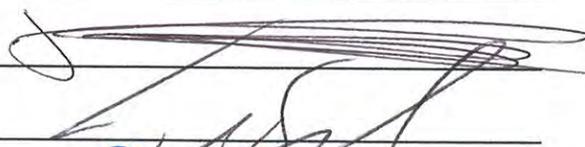
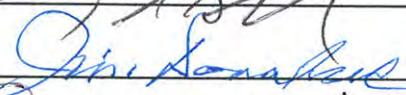
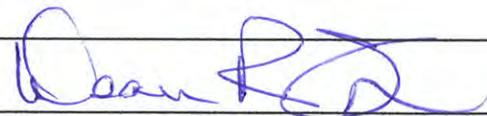
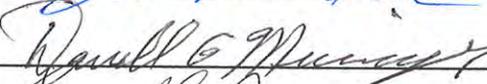
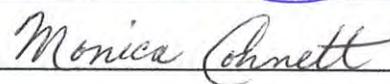
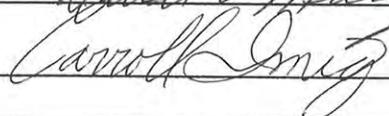
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Litwiller who resides at 5 Cobblestone Lane, PO Box 948, Minier, IL 61759 to the West Fork Drainage District for a term commencing September 03, 2014 and expiring September 05, 2017.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of John Litwiller to the West Fork Drainage District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of John Litwiller to the West Fork Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth Street, Pekin, IL 61554 of this action.

PASSED THIS 28<sup>th</sup> DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

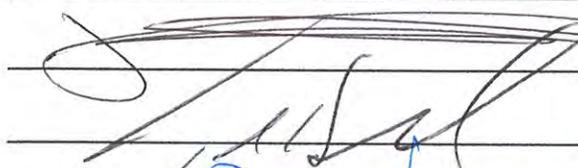
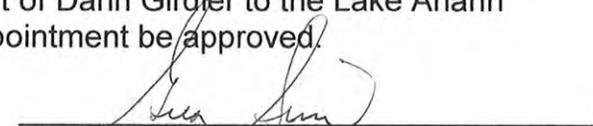
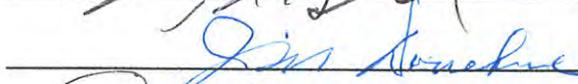
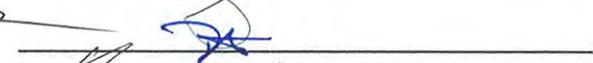
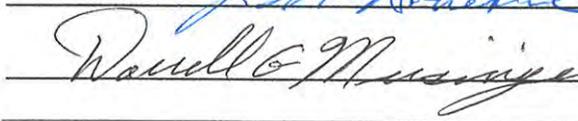
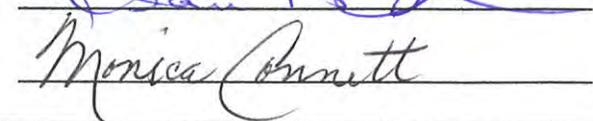
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Darin Girdler of 1011 St. Julian, Pekin, IL to the Lake Arlann Drainage District for a term commencing January 28, 2015 and expiring August 31, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Darin Girdler to the Lake Arlann Drainage District and we recommend said appointment be approved.

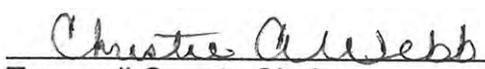
**RESOLUTION OF APPROVAL**

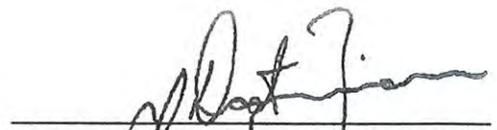
The Tazewell County Board hereby approves the appointment of Darin Girdler to the Lake Arlann Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify J. Scott Kriegsman at 109 S. Fourth Street, Pekin, IL of this action.

PASSED THIS 28th DAY OF JANUARY, 2014.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

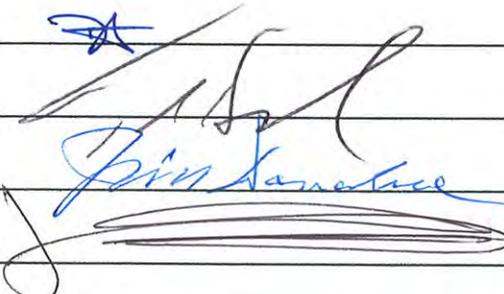
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

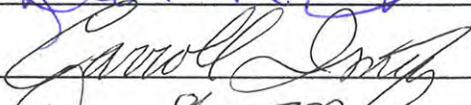
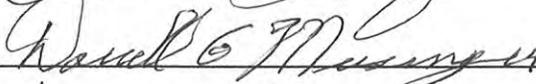
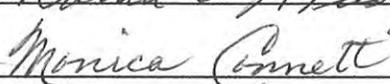
Erich Michelfelder who is employed by Caterpillar Inc., 100 NE Adams Street, Peoria, IL 61629 to the East Peoria Drainage and Levee District for a term commencing September 2, 2014 and expiring September 04, 2017.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Erich Michelfelder to the East Peoria Drainage and Levee District and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Erich Michelfelder to the East Peoria Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Kirk Bode, Atty., 25 S. Capitol St., Pekin, IL 61554 of this action.

PASSED THIS 28<sup>th</sup> DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brett Grimm, of 16495 Washington Road, Morton, IL 61550 to the Heartland Water Resources for a term commencing December 03, 2013 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Brett Grimm to the Heartland Water Resources and we recommend said reappointment be approved.

	
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Brett Grimm to the Heartland Water Resources.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Executive Director of Heartland Water Resources, 415 Main Street, Suite 838, Peoria, IL 61612.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

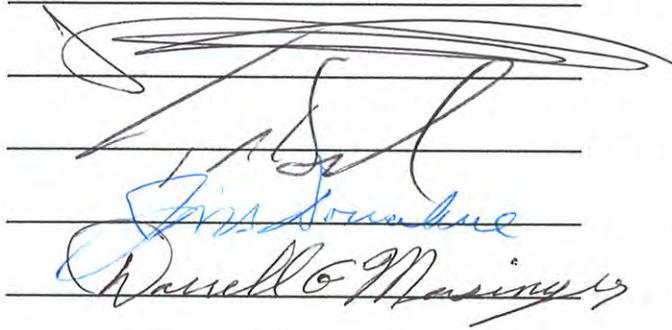
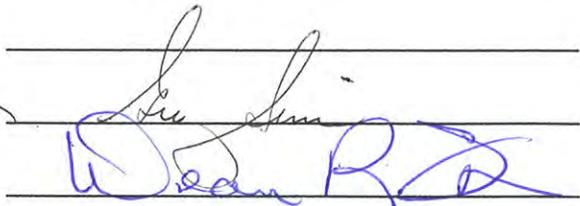
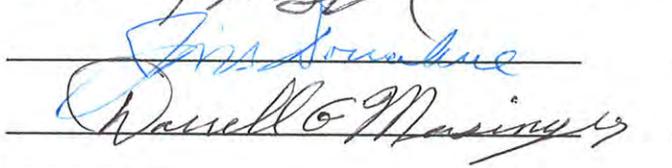
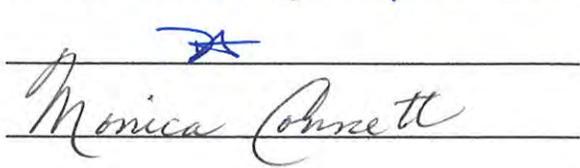
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Carroll Imig, who resides at 329 Monroe, PO Box 493, Hopedale, IL 61747 to the Mackinaw Valley Water Authority for a term commencing December 03, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

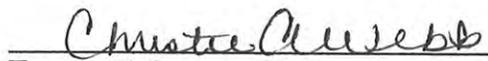
**RESOLUTION OF APPROVAL**

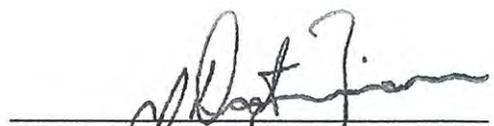
The Tazewell County Board hereby approves the reappointment of Carroll Imig to the Mackinaw Valley Water Authority.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, 113 Main Street, PO Box 139, Mackinaw, IL 61755.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

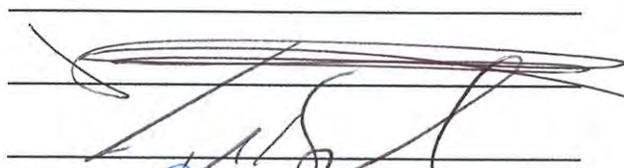
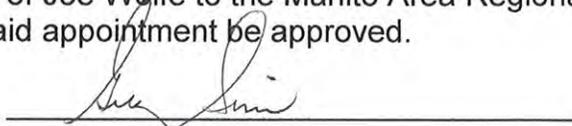
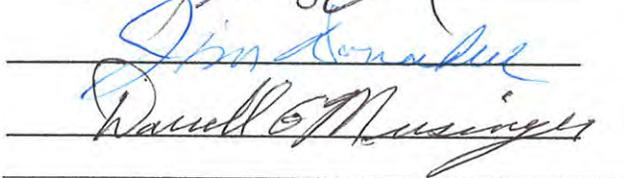
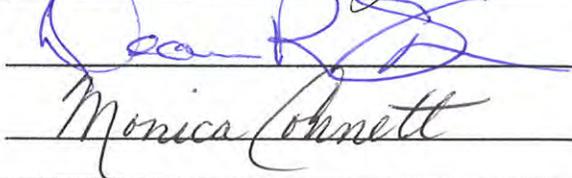
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Joe Wolfe of 402 Insull Street, Pekin, IL 61554 to the Manito Area Regional Economic Development for a term commencing December 1, 2014 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Joe Wolfe to the Manito Area Regional Economic Development and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Joe Wolfe to the Manito Regional Economic Development.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

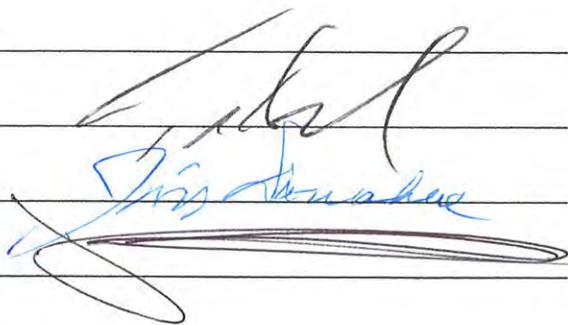
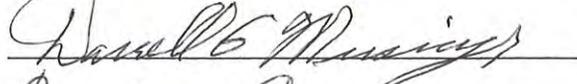
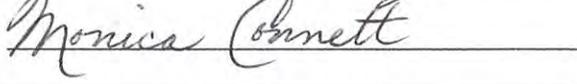
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Carroll Imig of 329 NW Monroe, PO Box 493, Hopedale, IL 61534 to the Tazewell County Extension Board for a term commencing December 01, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Carroll Imig to the Tazewell County Extension Board and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Carroll Imig to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

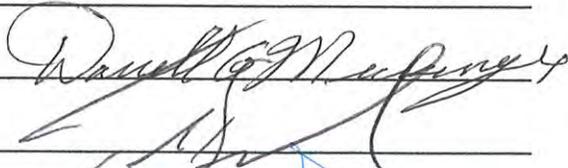
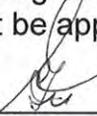
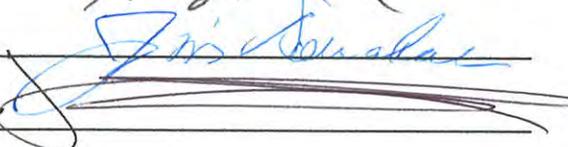
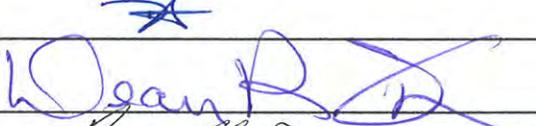
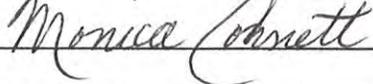
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Sinn of 607 Locust St., Tremont, IL 61568 to the Tazewell County Farm Bureau for a term commencing December 1, 2014 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Tazewell County Farm Bureau and we recommend said reappointment be approved.

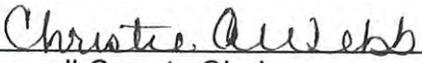
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the Tazewell County Farm Bureau.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

PASSED THIS 28<sup>th</sup> DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

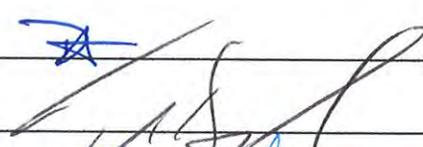
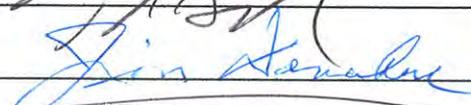
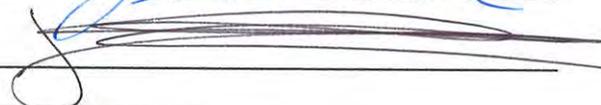
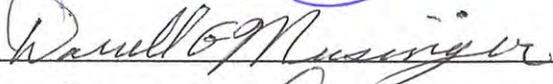
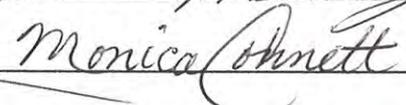
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jerry Vanderheydt of 1326 Hilltop Drive, Pekin, IL 61554 to the Tazewell Woodford Youth Services Board for a term commencing December 1, 2014 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jerry Vanderheydt to the Tazewell Woodford Youth Services Board and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jerry Vanderheydt to the Tazewell Woodford Youth Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify The Center for Youth & Family Solutions, 2610 W. Richwoods Blvd., Peoria, IL 61604 of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

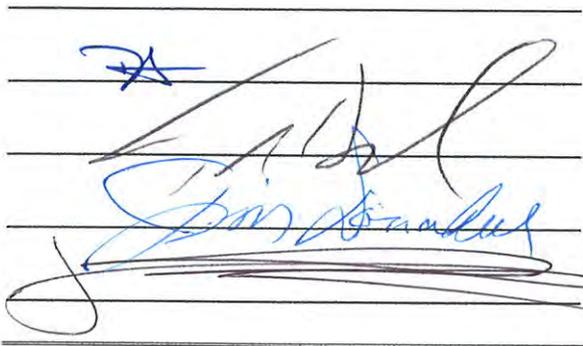
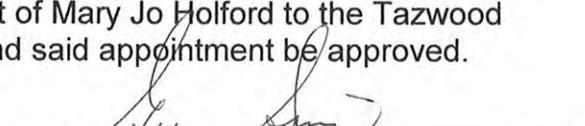
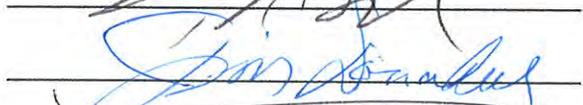
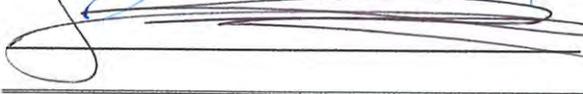
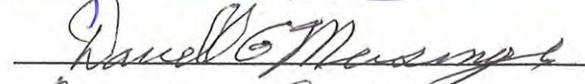
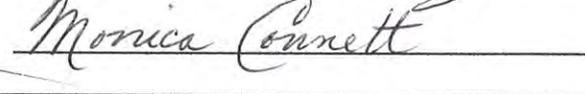
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Mary Jo Holford of 5 Primrose Lane, Washington, IL 61571 to the Tazwood Community Services Board for a term commencing December 03, 2014 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Mary Jo Holford to the Tazwood Community Services Board and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Mary Jo Holford to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services, 2109 S. Main Street, Morton, IL 61550 of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

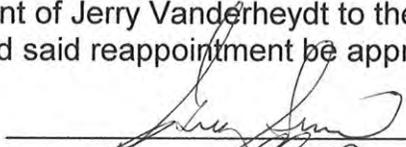
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jerry Vanderheydt of 1326 Hilltop Drive, Pekin, IL 61554 to the Tazwood Community Services Board for a term commencing December 1, 2014 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jerry Vanderheydt to the Tazwood Community Services Board and we recommend said reappointment be approved.

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David E. Messinger  
\_\_\_\_\_  
Monica Connett

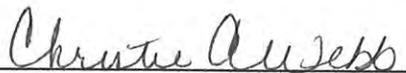
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jerry Vanderheydt to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services, 2109 S. Main Street, Morton, IL 61550 of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
\_\_\_\_\_  
Tazewell County Board Chairman

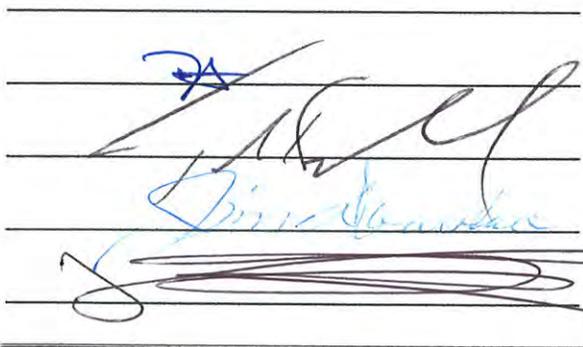
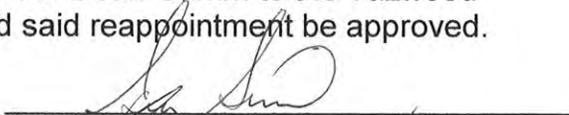
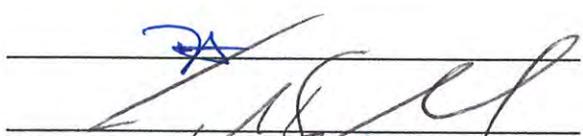
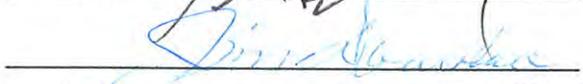
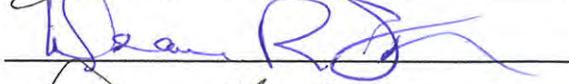
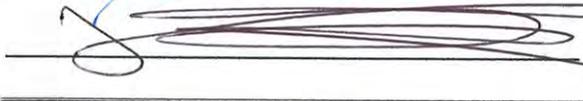
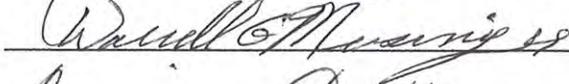
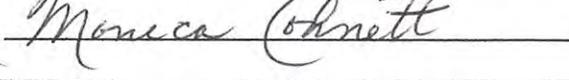
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dean Grimm of 330 S. Main Street, Morton, IL 61550 to the Tazwood Community Services Board for a term commencing December 1, 2014 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Dean Grimm to the Tazwood Community Services Board and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Dean Grimm to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services, 2109 S. Main Street, Morton, IL 61550 of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Terry Hillegonds of 1304 Oakleaf Lane, Washington, IL 61571 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Terry Hillegonds to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Terry Hillegonds to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

*Christie Beisebb*  
Tazewell County Clerk

*[Signature]*  
Tazewell County Board Chairman

**REAPPOINTMENT**

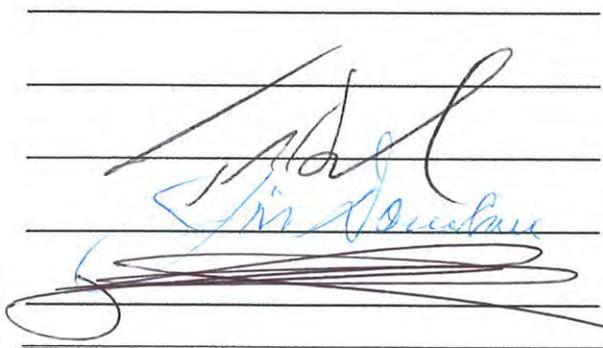
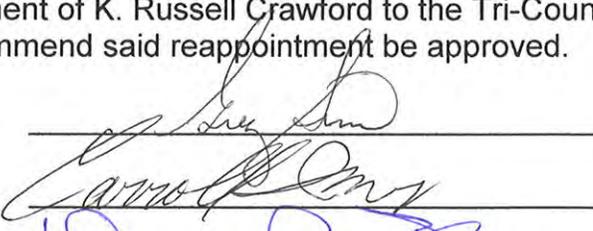
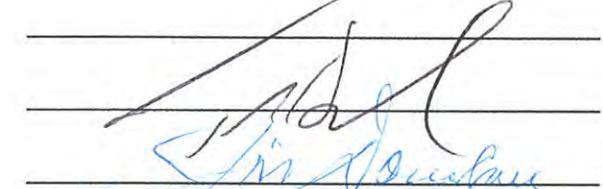
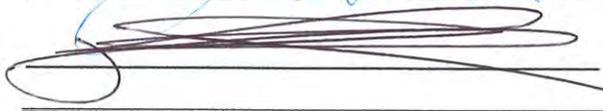
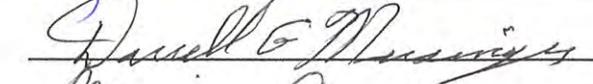
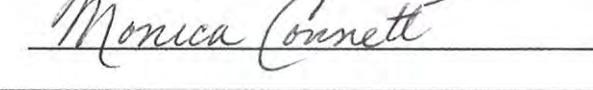
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

K. Russell Crawford of 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

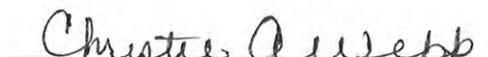
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

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

Sue Sundell of 6250 Sky Ranch Road, Manito, IL 61546 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Sue Sundell to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Sue Sundell to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

*Christie Ausebb*  
Tazewell County Clerk

*[Signature]*  
Tazewell County Board Chairman

**REAPPOINTMENT**

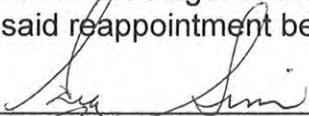
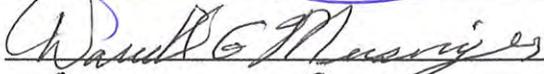
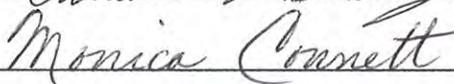
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Darrell Meisinger of 5331 Illinois Rt. 29, Green Valley, IL 61534 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Darrell Meisinger to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.



**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Darrell Meisinger to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brett Grimm of 16495 Washington Road, Morton, IL 61550 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Brett Grimm to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

WHEREAS, the Tazewell County Board hereby approves the reappointment of Brett Grimm to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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Christee A. Webb  
Tazewell County Clerk

\_\_\_\_\_  
David Zimmerman  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nancy Proehl of 9776 Warner Road, Manito, IL 61546 to the Tri-County Regional Planning Commission Board for a term commencing December 3, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Nancy Proehl to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Nancy Proehl to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

\_\_\_\_\_  
*Christie A. Seebb*  
Tazewell County Clerk

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*[Signature]*  
Tazewell County Board Chairman

**REAPPOINTMENT**

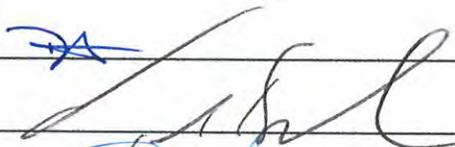
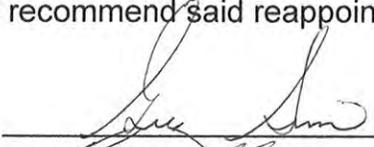
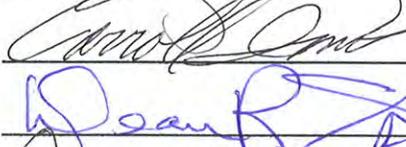
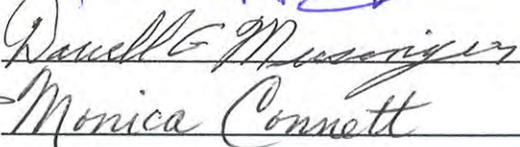
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Timothy Neuhauser of 5 Hawthorne Cove, Morton, IL 61550 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2014 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

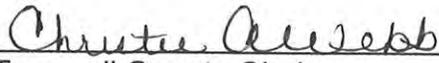
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

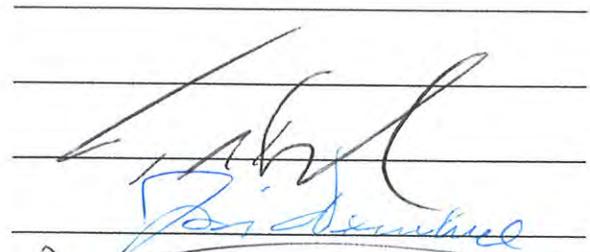
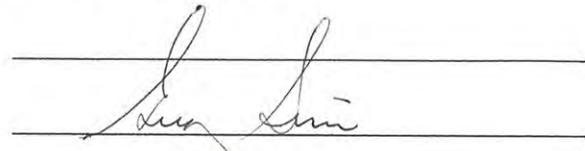
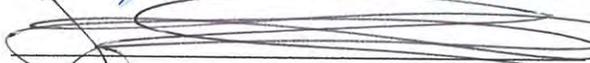
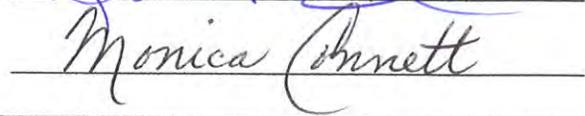
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Rick Swan who resides at 129 Rue Vue Du Lac, East Peoria, IL 61611 to the Sheriff's Merit Commission for a term commencing January 01, 2015 and expiring December 31, 2021.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Rick Swan to the Sherriff's Merit Commission and we recommend said reappointment be approved.

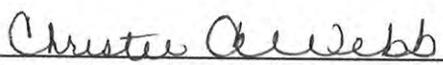
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Rick Swan to the Sheriff's Merit Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Sheriff Robert Huston of this action.

PASSED THIS 28TH DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Craig Hilliard of 375 W. Birchwood Street, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 01, 2014 and expiring November 30, 2018.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Craig Hilliard to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
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Tazewell County Clerk

  
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Tazewell County Board Chairman

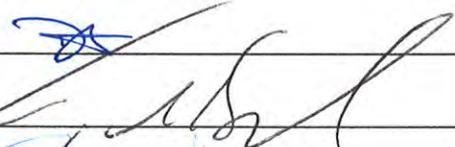
**REAPPOINTMENT**

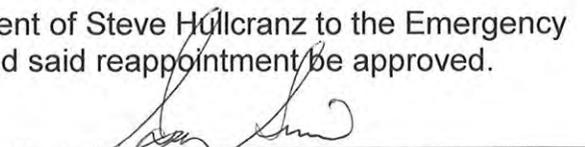
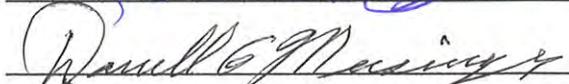
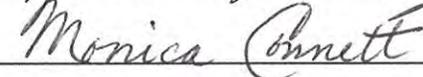
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Steve Hullcraz of 303 Devonshire, Washington, IL 61571 to the Emergency Telephone Systems Board for a term commencing December 1, 2014 and expiring November 30, 2018.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

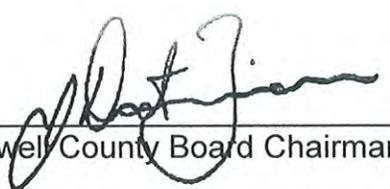
The Tazewell County Board hereby approves the reappointment of Steve Hullcraz to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

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

  
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Tazewell County Board Chairman

**APPOINTMENT**

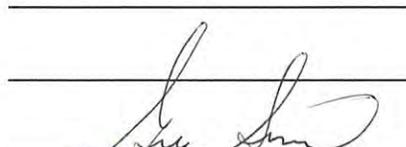
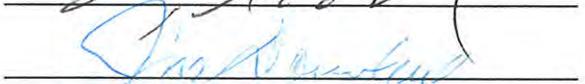
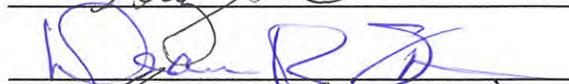
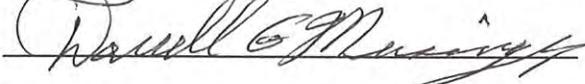
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Scott Haney of 106 Avalon Court, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing January 01, 2015 and expiring April 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Scott Haney to the Northern Tazewell Public Water District and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Scott Haney to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Michael J. Tibbs of Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

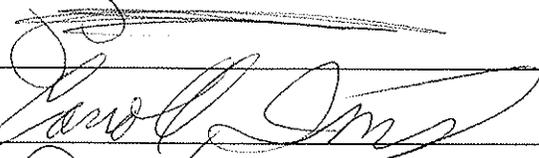
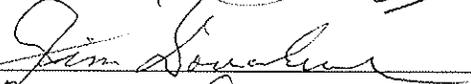
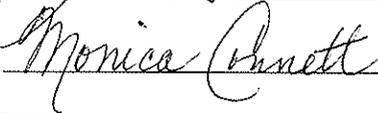
**APPOINTMENT**

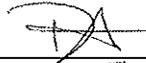
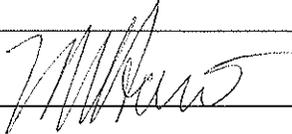
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Cheryl Linsley of 307 Pine Ridge Drive, Washington, IL 61571 to the Zoning Board of Appeals for a term commencing January 28, 2015 and expiring November 30, 2018.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Cheryl Linsley to the Zoning Board of Appeals and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Cheryl Linsley to the Zoning Board of Appeals as First Alternate.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

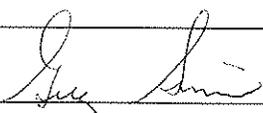
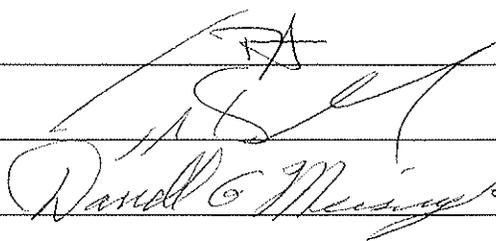
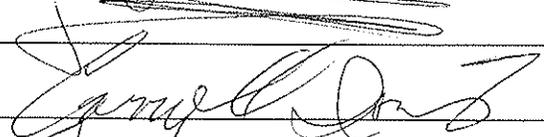
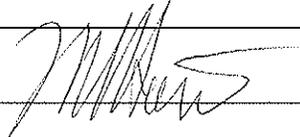
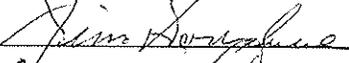
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Don Vaughn of PO Box 298, Delavan, IL 61734 to the Zoning Board of Appeals for a term commencing January 28, 2015 and expiring November 30, 2018.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Don Vaughn to the Zoning Board of Appeals and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Don Vaughn to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

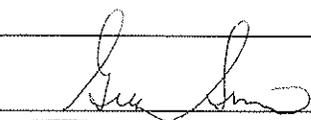
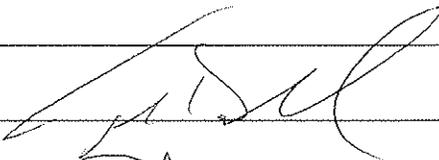
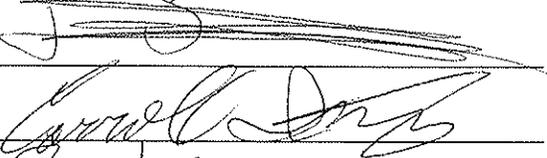
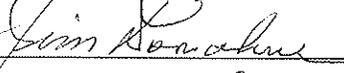
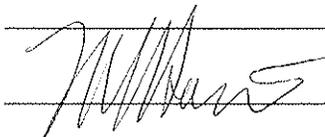
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Duane Lessen of 2346 Delavan Road, Delavan, IL 61734 to the Zoning Board of Appeals as Chairman for a term commencing January 28, 2015 and expiring November 30, 2018.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Duane Lessen to the Zoning Board of Appeals as Chairman and we recommend said appointment be approved.

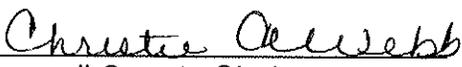
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Duane Lessen to the Zoning Board of Appeals as Chairman.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 28th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

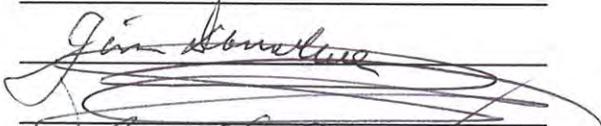
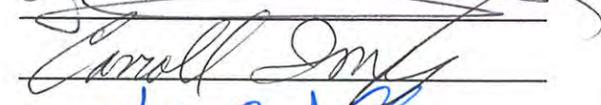
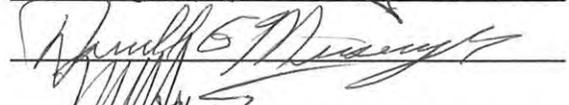
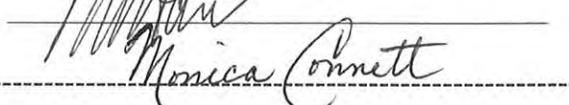
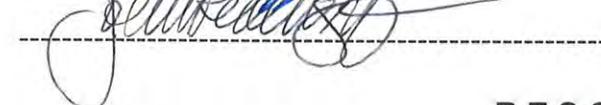
Motion by Member Neuhauser (Dist. 2), Second by Member Redlingshafer (Dist. 3) to approve Appointments Z, AA, & BB. Motion Carried by Voice Vote.

Motion by Member Sinn (Dist. 2), Second by Member Sundell (Dist. 1) to approve Resolution 13. Motion Carried by Voice Vote.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Rinehart (Dist. 3), Wolfe (Dist. 1)

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:

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire in Court Services for Juvenile Probation Officer; and

WHEREAS, the hourly rate for the Juvenile Probation Officer position is \$19.476.

THEREFORE BE IT RESOLVED by the County Board that the Director of Probation and Court Services be authorized to hire a Juvenile Probation Officer.

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

PASSED THIS 28<sup>th</sup> DAY OF JANUARY, 2015.

ATTEST:

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

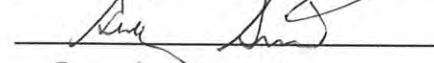
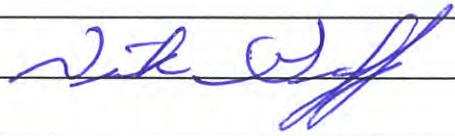
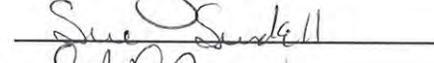
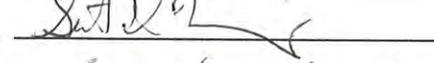
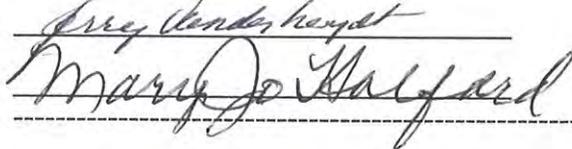
  
\_\_\_\_\_  
County Board Chairman

Motion by Member Proehl (Dist. 1), Second by Member Connett (Dist. 1) to approve Resolution 19.  
Motion Carried by Voice Vote.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Rinehart (Dist. 3), Wolfe (Dist. 1) - 4.

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 Herm to serve as Administrator of Tazewell County Animal & Rabies Control be approved; and

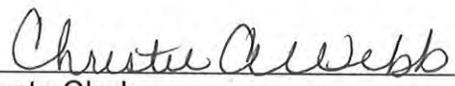
WHEREAS, compensation for said Administrator services will be paid the sum of \$1,871.17 per month beginning December 01, 2014 and expiring November 30, 2015.

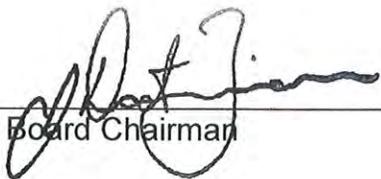
THEREFORE BE IT RESOLVED that the Tazewell County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, Dr. Arthur Herm 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 28<sup>th</sup> DAY OF JANUARY, 2015.

ATTEST:

  
County Clerk

  
County Board Chairman



## **Tazewell County Animal & Rabies Control Administrator Agreement**

**THIS AGREEMENT** entered into as of the 1<sup>st</sup> day of December, 2014 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 Ryan Sanders, 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 of 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.
- G. Vaccinate against rabies animals four months of age or older taken to adoption outreach events or transferred to licensed organizations such as breed rescue groups or other animal shelters.

**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 the 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 \$1,871.17 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 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 4<sup>th</sup> Street, Suite 432  
 Pekin, IL 61554

Animal and Rabies Control Director

To: Administrator

21314 Illinois Route 9, PO Box 158  
Tremont, IL 61568  
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.

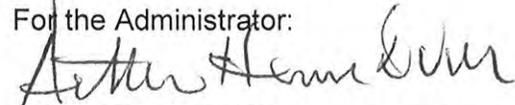
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth.

For Tazewell County:

  
Tazewell County Board Chairman

Date: 1/30/15

For the Administrator:

  
Arthur Herm, D.V.M.

Date: 11-17-2014

Executive Session, Motion by member Harris, Second by member Meisinger.

Executive Session at 6:21 P.M. Executive Session adjourned 6:38 P.M.

During Executive Session there was a discussion on Collective Bargaining on Salary Schedules, citing 5 ILCS 120/2©(2).

Motion by Member Redlingshafer (Dist. 3), Second by Member Vanderheydt (Dist. 1) to approve Calendar. Motion Carried by Voice Vote.

Absent: D. Grimm (Dist. 2), Palmer (Dist. 1), Rinehart (Dist. 3), Wolfe (Dist. 1)



## Tazewell County Board Calendar of Meetings February 2015

<b>Zoning Board of Appeals</b> (Newman)	Tuesday, February 03 6:00pm - JCCR	Connett, Crawford, Hillegonds, Mingus, Palmer, Redlingshafer, Rinehart, Sundell
<b>Land Use</b> (Hillegonds)	Tuesday, February 10 5:00pm – Jury Room	Rinehart, Connett, Crawford, Mingus, Palmer, Redlingshafer, Sundell
<b>Health Services</b> (Imig)	Thursday, February 12 5:30pm - TCHD	Sundell, Graff, Harris, Holford, Mingus, Sinn, Vanderheydt
<b>Insurance Review</b> (Zimmerman)	<b>Friday, February 13</b> 3:00 – Jury Room	Neuhauser, Aeilts, Connett, Gillespie, Johnson, Kreiter, McKinney, Malavolti, Moretto, Richmond, Wolfe
<b>President's Day Holiday</b>	Monday, February 16	County Offices Closed
<b>Transportation</b> (Sinn)	<b>Tuesday, February 17</b> 8:00am - Tremont	Proehl, Crawford, D. Grimm, Holford, Palmer, Rinehart, Wolfe
<b>Property</b> (D. Grimm)	Tuesday, February 17 3:30pm - JCCR	B. Grimm, Donahue, Meisinger, Neuhauser, Proehl, Vanderheydt, Wolfe
<b>Finance</b> (Neuhauser)	Tuesday, February 17 following Property - JCCR	Graff, Connett, Donahue, B. Grimm, Harris, Hillegonds, Imig, Meisinger, Mingus, Redlingshafer
<b>Human Resources</b> (Harris)	Tuesday, February 17 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, Hillegonds, Imig, Mingus, Neuhauser, Redlingshafer
<b>Risk Management</b> (Zimmerman)	Wednesday, February 18 4:00pm – Jury Room	Neuhauser, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn *(Auditor, Treasurer, State's Attorney)*
<b>Executive</b> (Zimmerman)	Wednesday, February 18 following Executive	Neuhauser, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn
<b>Board of Health</b> (Burton)	Monday, February 23 6:30 pm – TCHD	Imig
<b>County Board</b>	Wednesday, February 25 6:00 pm – JCCR	<b>All County Board Members</b>

Board Recessed at 6:39 p.m. Next Meeting will be held on February 25, 2015.

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 January 28, 2015 at 6:00 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 28th day of January, 2015.