

**AGENDA
MACON COUNTY BOARD MEETING**

February 9, 2023, 6:00 P.M.

**141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS**

Caucus meetings will begin at 5:30 p.m. – NOTE that caucus meetings will not be broadcast via phone, web or other method. Only board members who are physically present at the caucus meetings will be permitted to participate. Caucus meetings are open to members of the public who wish to attend in person.

**Republican Caucus will be held on the 4th floor of the County Building (room 414).
Democratic Caucus will be held on the 8th floor of the County Building (room 804)
Caucuses are open meetings and public comment is allowed. *Please note that public comment at caucus meetings may be limited such that all Board members may arrive at the County Board meeting on time at 6:00 p.m.***

Caucus Agendas: Any and all items appearing on the agenda for the County Board meeting may be discussed. Final action occurs only at the County Board meeting.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. OPENING PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. PROCLAMATIONS AND RECOGNITIONS**
- 6. CONSENT CALENDAR:**
 - Appointments by the Chair-*
 - G-5504-02-23 Macon County Board Resolution Appointment to the South Macon Fire Protection District- Gregory D. Smith**
 - G-5505-02-23 Macon County Board Resolution Reappointments to the Macon County Regional Planning Commission- Jerry Culp, Jeremy Buening, Greg Florian, Brian Wood**
 - G-5506-02-23 Macon County Board Appointment of Jeff Entler as County Board Chaplin For the 2022-2024 County Board Term**

Approval of Minutes of Prior Meeting- (01-12-2023)

*Claims-
Correspondence-
Delinquent Tax Deeds-*

G-5518-02-23 Macon County Board Resolution to Execute Deeds to Convey Property on Which Taxes Were Delinquent

7. ENVIRONMENTAL, EDUCATION, HEALTH & WELFARE COMMITTEE

Z-1247-02-23 Macon County Board Resolution Regarding Case S-01-01-23 A Petition Requesting a Special Use Permit Submitted by Holly Mowry

G-5507-02-23 Macon County Board Resolution Approving Increase in Appropriations In the FY23 Health Fund Budget for *Equipment for Purchase of Digital Environmental Health System*

G-5508-02-23 Macon County Board Resolution Approving Budget Clean-Up for FY22

G-5509-02-23 Macon County Board Resolution Approving Increase in Appropriations In the FY23 Health Fund Budget for *Starting Point FY2023 COVID Vaccination Assistance Contract*

G-5510-02-23 Macon County Board Resolution Approving Increase in Appropriations In the FY23 Health Fund Budget for *Starting Point FY2023 SHIP Basic Contract*

G-5511-02-23 Macon County Board Resolution Approving Increase in Appropriations In the FY23 Health Fund Budget for *Starting Point FY2023 State GRG Gap Filling Services Contract*

8. JUSTICE COMMITTEE

G-5512-02-23 Macon County Board Resolution Entering Into an Agreement with Peoria County for the Sale of Juvenile Detention Bed Space

G-5513-02-23 Macon County Board Resolution Approving the Illinois FOP Labor Council Collective Bargaining Agreement for FY2023-FY2025, Regarding the Macon County State's Attorney's Special Investigators

G-5514-02-23 Macon County Board Resolution Approving Food Service Agreement with Summit Food Service, LLC for Inmate Food Service at Macon County Jail

G-5515-02-23 Macon County Board Resolution Approving Agreement between the City of Decatur, Macon County, and CIRDC to Share Costs Related to CAD Software

9. FINANCE COMMITTEE

H-2315-2-23 Macon County Board Resolution Approving an Acting County Engineer Services Agreement to Support the Acting County Engineer

G-5516-02-23 Macon County Board Resolution Approving an Increase in the Mileage Reimbursement Rate

G-5517-02-23 Macon County Board Resolution Authorizing Disposal of Surplus Property by The Macon County Treasurer's Office

10. NEW BUSINESS

11. PUBLIC COMMENT

(Limited to 3 minutes per person and for a total of 20 minutes)

An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.

12. OFFICE HOLDERS, DEPARTMENT HEADS & EMPLOYEE COMMENTS

13. CLOSED SESSION

14. ADJOURNMENT –

Next Meeting March 9th, 2023

**MACON COUNTY BOARD RESOLUTION
APPOINTMENT TO THE
SOUTH MACON FIRE PROTECTION DISTRICT –
- Gregory D. Smith**

RESOLUTION NO. G-5504-02-23

WHEREAS, it is the desire of the Board Chairman to appoint the following individual to the South Macon Fire Protection District for the remainder of a 3 year term set to expire on the 1st Monday in May in the year as indicated:

Gregory D. Smith
194 W. Dunn
Macon, IL 62544
Term Expires: May, 2024

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board it hereby appoints the above named individual to the South Macon Fire Protection District for the remainder of a three year term set to expire the first Monday in May in the year specified.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED and APPROVED this 9th day of February, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**Macon County Board Resolution
Reappointments to the Macon County
Regional Planning Commission**

- **Jerry Culp, Jeremy Buening, Greg Florian, Brian Wood**

RESOLUTION NO. G-5505-02-23

WHEREAS, it is the desire of the Macon County Board Chairman to reappoint the following individuals to the Macon County Regional Planning Commission for a 3 year term set to expire on December 31, 2026

Jerry Culp
3939 Nearing Lane
Decatur, Illinois 62521
Term Expires: 12-31-26

Jeremy Buening
5. N Country Club Rd
Decatur, Il 62521
Term Expires: 12-31-26

Greg Florian
1441 Lynnwood Dr
Decatur, IL 62521
Term Expires: 12-31-26

Brian Wood
1221 E. Condit
Decatur, IL 62521
Term Expires: 12-31-26

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the reappointments of the aforementioned individuals to the Macon County Regional Planning Commission.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of February, 2023

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD
APPOINTMENT OF JEFF ENTLER
AS COUNTY BOARD CHAPLAIN
FOR THE 2022-2024 COUNTY BOARD TERM**

Resolution: G-5506-02-23

Whereas, the Rules of the Board require that the Chair shall appoint, with the advice and consent of the Board, a Board member to serve as Chaplin of the Board; and

Whereas, the Chair has stated his desire to appoint Jeff Entler as Chaplin.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it contents to said appointment and that Jeff Entler shall serve as Chaplin of the Board for the County Board term beginning December 5, 2022 and ending December 2, 2024.

PRESENTED, PASSED, and APPROVED this 9th day of February, 2023

AYES _____ NAYS _____

ATTEST:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chair
Macon County Board

**MACON COUNTY BOARD RESOLUTION
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G- 5518-02-23

WHEREAS, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

WHEREAS, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED the 9th day of February, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board



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

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

DECATUR TOWNSHIP

PERMANENT PARCEL NUMBER: 04-12-14-231-010

As described in certificate(s) : 201800708 sold November 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Gahwiler Properties LLC, has bid \$813.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$63.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$813.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MACON COUNTY, ILLINOIS, that the Chairman of the Board of Macon County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Macon County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

Macon County Monthly Resolution List - February 2023

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overprint	Treasurer
02-23-001	0822180B	SAL	GAHWILER PROPERTIES LLC04-12-14-231-010		813.00	0.00	0.00	63.00	450.00	0.00	300.00
					\$813.00	\$0.00	\$0.00	\$63.00	\$450.00	\$0.00	\$300.00
				Totals							
								Clerk Fees		\$0.00	
								Recorder/Sec of State Fees		\$63.00	
								Total to County		\$363.00	
				Committee Members							

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-01-01-23 A PETITION
REQUESTING A SPECIAL USE PERMIT
SUBMITTED BY HOLLY MOWRY.**

RESOLUTION NO. Z-1247-02-23

WHEREAS a petition filed by Holly Mowry requesting renewal of a Special Use Permit to allow a bakery business in (RE-5) Single Family Estate Zoning. The property is situated on 5.24 acres and is legally described as:

All that Certain Parcel of Land Situated in the County of Macon, State of Illinois, being known and designated as Part of Lot One (1) of Government Lot Two (2) in the Northwest Quarter of Section Five (5), Township Fifteen (15) North, Range Two (2) East of the Third Principal Meridian, as per Plat Recorded in Book 149, Page 69 of the Records in the Recorder's Office of Macon County, Illinois, more particularly described as follows Beginning at a Point on the West Line of the Northeast Quarter of the Said Fractional Northwest Quarter, Said Point Being 660 Feet South of the Northwest Corner of Said Northeast Quarter of the Fractional Northwest Quarter, Thence North 90 Degrees 00 Minutes 00 Seconds East, A Distance of 10 feet Thence North 60 Degrees 31 Minutes 43 Seconds East, A Distance of 49.13 feet, Thence North 65 Degrees 30 Minutes 50 Seconds East, A distance of 151.67, Thence North 49 Degrees 21 Minutes 29 Seconds East, A Distance of 152.34 Feet, Thence South 85 Degrees 22 Minutes 00Seconds East a Distance of 73.75 Feet, Thence South 24 Degrees 49 Minutes 21Seconds East a Distance of 423.10 Feet, Thence South 89 Degrees 57 Minutes 15 Seconds West a Distance of 714.48 Feet to a Point on the West Line, Thence North a Distance 240 Feet to the Point of Beginning, Macon County Records, Situated in Macon County, Illinois.

This property is commonly known as 4216 Bowman Road, Decatur, IL 62521
South Wheatland Township PIN 17-16-05-100-005.

WHEREAS, at the required public hearing on January 4, 2023 your Zoning Board of Appeals heard the testimony presented and voted to recommend approval to the County Board the petition be granted subject to the stipulations as set forth below.

1. This Special Use Permit constitutes a license issued to the named petitioners only. This special use permit is not property nor does it convey any property right. This special use permit is, therefore, not assignable or transferable.
2. Advertising sign regulations on the subject property shall comply with Macon County Zoning Ordinance.
3. Said property and all operations shall be in compliance at all times with all applicable federal, state, and local laws and regulations. Failure to be in compliance may result in the suspension or revocation of this special use permit.
4. The special use permit shall be for a 10 year period beginning February 9, 2023 and ending February 9, 2033.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to Approve the petition requesting renewal of a Special Use Permit to allow a bakery business in (RE-5) Single Family Estate Zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 9th day of February 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY,
ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY23 HEALTH FUND BUDGET FOR
*Equipment for Purchase of Digital Environmental Health System***

RESOLUTION NO. G-5507-02-23

WHEREAS, the Macon County Health Department has determined the need for a digital environmental health system and has initiated that implementation; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised; and

WHEREAS, due to the implementation start date being pushed back, equipment purchases in the FY2022 budgeted could not be completed; and

WHEREAS, there is now a need to purchase this equipment in the FY2023 budget; and

WHEREAS, all other costs associated with this project were previously approved in the FY2022 and FY2023 budgets; and

WHEREAS, the increase was discussed and approved by the Macon County Board of Health on January 17, 2023, the Macon County EEHW Committee discussed and approved on January 26, 2023, and the Finance Committee discussed and recommended approval of this contract on January 30, 2023; and

FY 23 Increased Expense

020-650-8027-000 Grant 651	Supplies	\$6,000
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PRESENTED, PASSED, and APPROVED this 9th day of February 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING BUDGET CLEAN-UP FOR FY22**

RESOLUTION NO. G-5508-02-23

WHEREAS, the Health Department requests a FY2022 cleanup resolution for bucket transfers listed on the included list; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services cannot be paid without the amending of this budget; and

WHEREAS, the budget clean-up was discussed and approved by the Macon County Board of Health on January 17, 2023, the Macon County EEHW Committee discussed and approved on January 26, 2023, and the Finance Committee discussed and recommended approval of this contract on January 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY22 budget as attached:

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of February 2023

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

Macon County Budget Bucket Transfers: Health Fund 020

Transfer from:

Transfer to:

Fund	Department	GL	Fund	Department	GL	Amount
020	650	6010	020	650	5110	1,149
020	650	6012	020	650	5721	3,247
020	670	8027	020	670	9040	3,533
020	770	6010	020	770	7115	615
020	770	6010	020	770	7200	48
020	770	5108	020	770	7250	48,911
020	830	5900	020	830	7120	3,518
020	830	5900	020	830	7200	1,697
020	830	5104	020	830	7200	803
020	830	5108	020	830	7210	1,272
020	830	6010	020	830	8027	2,644
020	830	6011	020	830	8027	1,399
020	830	6012	020	830	8027	821
020	830	5104	020	830	8027	560
020	830	5108	020	830	8027	597
020	830	7131	020	830	8027	356
020	830	7150	020	830	8027	22
020	830	8020	020	830	8027	368
020	830	9040	020	830	8027	414
020	605	7250	020	830	8027	6,500
020	605	7131	020	830	8027	970
020	610	6010	020	610	5110	13,924
020	610	8027	020	610	9040	5,591
020	610	8027	020	610	5707	21,049
020	610	8020	020	610	5110	1,462
020	610	8023	020	610	5109	4,572
020	610	8240	020	610	5110	252
020	605	5108	020	610	5109	6,247
020	605	5108	020	610	5110	278
020	605	5108	020	610	5721	1,226
020	605	6010	020	610	5707	10,052
020	605	6011	020	610	5707	1,732

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY23 HEALTH FUND BUDGET FOR
*Starting Point FY2023 COVID Vaccination Assistance Contract***

RESOLUTION NO. G-5509-02-23

WHEREAS, the Health Department Starting Point Division has just received additional funding for COVID Vaccination Assistance Contract in FY2023; and

WHEREAS, this is more funding for a previous grant contract that was not planned for in the FY 23 budget; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and grant funding lost without the amending of the Health Fund budget; and

WHEREAS, the purpose of the grant is to provide funding and transportation assistance for seniors (age 60+), caregivers, and their family members to obtain COVID vaccinations, and provide COVID care kits; and

WHEREAS, the increase was discussed and approved by the Macon County Board of Health on January 17, 2023, the Macon County EEHW Committee discussed and approved on January 26, 2023, and the Finance Committee discussed and recommended approval of this contract on January 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY23 budget by increasing appropriations as follows:

Grant 770 Project 77705

020-770-4500	Grant Revenue	\$1,938
020-770-7250	Grant Supplies	1,938

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of February 2023

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
 APPROVING INCREASE IN APPROPRIATIONS
 IN THE FY23 HEALTH FUND BUDGET FOR
 Starting Point FY2023 SHIP Basic Contract**

RESOLUTION NO. G-5510-02-23

WHEREAS, the Health Department Starting Point Division has just received additional funding for the SHIP Basic Contract in FY2023; and

WHEREAS, this is more funding for a previous grant contract that was not planned for in the FY 23 budget; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and grant funding lost without the amending of the Health Fund budget; and

WHEREAS, the purpose of the grant is to provide Medicare counseling and assistance to clients; complete enrollment processes; perform outreach; increase awareness via media outlets; and

WHEREAS, the increase was discussed and approved by the Macon County Board of Health on January 17, 2023, the Macon County EEHW Committee discussed and approved on January 26, 2023, and the Finance Committee discussed and recommended approval of this contract on January 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY23 budget by increasing appropriations as follows:

Grant 775:

020-770-4500	Grant Revenue:	\$1,878
020-770-5108	Professional/Direct Care	860
020-770-6010	Health Insurance	180
020-770-6011	Social Security	66
020-770-6012	Retirement	46
020-770-7120	Travel	40
020-770-7250	Contractual	<u>686</u>
		\$1,878 Total expense

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of February 2023

AYES _____ NAYS _____

**MACON COUNTY BOARD
 MACON COUNTY, ILLINOIS**

ATTEST:

BY:

 Josh Tanner, Clerk for the
 County of Macon, State of Illinois

 Kevin Greenfield, Chairman
 Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY23 HEALTH FUND BUDGET FOR
Starting Point FY2023 State GRG Gap Filling Services Contract**

RESOLUTION NO. G-5511-02-23

WHEREAS, the Health Department Starting Point Division has just received additional funding for the State GRG Gap Filling Services Contract in FY2023; and

WHEREAS, this is more funding for a previous grant contract that was not planned for in the FY 23 budget: and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and grant funding lost without the amending of the Health Fund budget; and

WHEREAS, the purpose of the grant is to provide assistance meeting the needs of children residing with and being raised by grandparents or relative caregivers for the purpose of providing a safe and secure environment; and

WHEREAS, service components can include, but not be limited to: purchase of personal medical devices as a result of loss due to emergency; short-term purchases of necessary medication (not to exceed 60 days); purchase of clothing, food, and school supplies; emergency or crisis nursery services or babysitting; and purchase of bedding or linen; and

WHEREAS, the increase was discussed and approved by the Macon County Board of Health on January 17, 2023, the Macon County EEHW Committee discussed and approved on January 26, 2023, and the Finance Committee discussed and recommended approval of this contract on January 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the Health Department's FY23 budget by increasing appropriations as follows:

Grant: 774 Project: 77404

020-770-4500	Grant Revenue	\$1,047
020-770-7250	Contractual expense	\$1,047

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of February 2023

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ENTERING INTO AN AGREEMENT WITH
PEORIA COUNTY FOR THE SALE OF
JUVENILE DETENTION BED SPACE**

RESOLUTION NO. G-5512-02-23

WHEREAS, Macon County Probation and Court Services Department has currently had an intergovernmental agreement with Peoria County for the sale of five (5) reserved juvenile detention bed spaces, in exchange for a financial payment for the past year; and

WHEREAS, Macon County Probation and Court Services believes that it is in the best interest of Macon County to contract for juvenile detention bed space at the Peoria County Juvenile Detention Center for Macon County juvenile offenders, and recommends the approval of the attached Intergovernmental Agreement; and

WHEREAS, the proposed Intergovernmental agreement was discussed by the Macon County Justice Committee on January 26, 2023 and recommended for approval to the Macon County Finance Committee; and

WHEREAS, the proposed Intergovernmental Agreement was discussed by the Macon County Finance Committee on January 30, 2023 and recommended for approval by the full Board, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby authorizes the Board Chairman and Director of Court Services to enter into the attached Intergovernmental Agreement for the Sale of Secured Bed Space in the Peoria County Juvenile Detention Center pursuant to the attached agreement for a term of January 1, 2023 to December 31, 2023.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of February 9th, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**INTERGOVERNMENTAL AGREEMENT FOR SALE OF SECURED BED
SPACE IN THE PEORIA COUNTY JUVENILE CENTER**

Whereas, the County of Peoria (hereinafter referred to as "Host County") and the County of Macon (hereinafter referred to as "Home County") are units of local government authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to contract to obtain services; and

Whereas, the Home County desires to obtain reserved bed space in the Peoria County Juvenile Detention Center (hereinafter referred to as "the Center") in exchange for a financial payment; and

Whereas, the Host County will guarantee bed space to the Home County according to the terms of this agreement; and

Whereas, this intergovernmental agreement (hereinafter referred to as "contract") is executed to provide the Home County a specific amount of guaranteed bed space in the Center;

Therefore, it is agreed between the parties hereto as follows that:

1. In exchange for financial and other consideration listed below, the Home County expressly states its desire and commitment to contract with the Host County for the use of five (5) guaranteed detention beds for a period of 365 days each contract year beginning on January 1, 2023. The Home County expressly states its commitment to renew the terms of this contract for an additional one THREE-(13) YEARS beyond the initial contract period stated above according to the terms, conditions, and consideration contained in this Intergovernmental Agreement. ~~Contract years shall run consecutively without break or interruption.~~ At the end of this term or any future term, if both parties mutually agree, this contract may be extended for an additional year, pursuant to the provisions of paragraph 4 below. Guaranteed bed space must be used within the period of each contract year. Bed days will not accumulate from one contract year to the next.

2. The Home County shall pay to the Host County the sum of \$282,875 ~~\$276,360.13~~ for the five (5) guaranteed beds for the year and for transportation costs as outlined in this contract. This sum represents five (5) guaranteed beds annual rented at a rate of \$155.00 ~~\$151.43~~ per bed day; and transportation costs for one officer for a total of \$282,875 ~~\$276,360.13~~. The Home County shall pay to the Host County the hourly wage or wages for the additional transports and or transport the require a second officer. ~~Situations that require the assignment of a second transportation officer shall be mutually agreed upon in advance by both the Home County and the Host County (ex. gender of detainee transported, number of detainees transported at any one time, detainee determined to be high safety or flight risk by home county or host county, etc.).~~ The Host County shall provide the Home County an invoice of the additional detainee transports on

a monthly basis and the Home County shall pay the billed amount within 90 days of the invoice date.

3. The Home County shall pay the amounts due to Peoria County monthly, beginning in January 1, ~~2023~~ of the contract year.

4. If both the Home County and the Host County mutually agree to extending the contract for another ~~1~~ 3 years, the daily charge for bed space each year shall be increased at a rate equal to the Consumer Price Index (i.e., CPI-U; U.S. City Average; all items; not seasonally adjusted) published by the United States Department of Labor. The change in payment shall be directly proportional to the percent change in the CPI Index between January of the current year and January of the preceding year. The change in payment shall not, however, increase more than ~~8~~ 5% or less than ~~4~~ 3% from the preceding contract year.

5. The Home County has the option to contract for additional detention beds as space is available during any contract year, provided that any payments due the Center are not delinquent. Additional detention beds space is dependent on the Host County's current population, availability of transportation services, and will be determined solely by the Host County. The cost for each additional bed shall be billed at the same current contractual daily per denim rate. The Host County shall provide the Home County an invoice of the additional detention bed space on a monthly basis and the Home County shall pay the billed amount within ~~sixty (60)~~ 90 days of the invoice date.

The Home County agrees to request that the Court call juvenile detainee cases at the beginning of the docket whenever reasonably possible.

6. The Host County shall provide transportation services: (a) between the Home County and the Center within three (3) hours after a detention determination has been made and the Host County has been notified; and (b) between the Host County and the Home County for scheduled Court appearances on Monday, Wednesday, and Friday at a set time, whenever reasonably possible, so long as such arrangements fall within statutory time constraints, consistent with the Host County's policies related to transportation. There may be times when transportation services are not available and/or be able to accommodate three (3) hour time period, due to unforeseen situations such as, but not limited to inclement weather, mechanical breakdowns, and emergency staffing situations.

The Host County's failure to comply with this provision shall not provide grounds for a breach of contract claim. Instead, non-compliance with this provision will be resolved administratively through the respective Department's Directors.

7. The Host County agrees to provide the referred minor with shelter, supervision, routine medical care, and nutrition in accordance with the Illinois School Board Education (ISBE), National Commission on Correctional Health Care (NCCHC)

Illinois Department of Juvenile Justice (IDJJ) and Administrative Office of Illinois Courts (AOIC) standards and regulations for juvenile detention facilities.

8. The Host County shall provide non-emergency, routine medical care to juveniles detained in the Center. The Host County shall not, however, be financially liable or responsible for Home County juveniles who receive "non-routine" medical and/or dental treatment while detained in the Center. The Home County is responsible for guaranteeing payment of all costs associated with non-routine medical care. Non-routine medical care includes emergency room care, hospitalization, emergency medical transportation, emergency dental treatment, and all medical expenses including prescription medications, incurred by Home County's detainees while the juvenile is in the Center. ~~The Home County shall pay the Host County a \$30 physical fee per detainee.~~

Pursuant to IDJJ, AOIC, NCCHC standards, the Home County shall provide a physical examination within seven (7) days, mental health assessment within 14 days, and a dental examination within thirty (30) days. The current cost for these services is \$40, \$40, and \$35.

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The Host County will direct all treating entities to directly bill the legally "responsible party" (i.e., parents, medical insurance company, legal custodian, or Medicaid) prior to seeking remuneration from the Home County. The sole exception to this provision will involve those circumstances where a Macon County detainee requires prescription medication, in which case the Home County may be billed directly. Otherwise, the Home County will assume financial responsibility only in the event said juvenile has no medical coverage or ability to pay, or in the event that a balance exists after a payment by others.

9. In the event that a juvenile detained by the Home County must be admitted to a Peoria area hospital or other local medical/mental treatment facility, ~~for a period that will exceed six hours,~~ the Home County agrees to immediately petition the Court for an Order releasing the minor into the custody of the minor's parent or legal guardian, or make arrangements to provide qualified juvenile staff from the Home County to supervise the minor, or reimburse the Host County for all personnel ~~costs and~~ transportation cost necessary to provide additional juvenile staff to supervise the minor, if requested to do so by the Home County.

~~The agreed upon cost for the Host County to supervise the Home County juveniles who have been admitted to a Peoria hospital or other local medical treatment facility for a period that will exceed six hours, is the \$37 per hour per officer.~~

10. When a Home County's juvenile causes property damage or physical injury to another person while detained at the Center, the Host County agrees to initially seek compensation for any and all costs arising out of those damages from the juvenile's legally "responsible party" (i.e., parents, medical insurance company, legal custodian, State of Illinois, or Medicaid) prior to seeking remuneration from the Home County. The Home County will assume financial responsibility only in the event said juvenile has no

insurance coverage or ability to pay, or in the event that a balance exists after a payment by others.

11. The Home County agrees to save and hold harmless, indemnify and defend the Host County, its employees, officers and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its detainee may be harboring at the time of entering the Center, excluding any wanton and willful misconduct of the Host County, its employees, officers and agents.

12. The Home County agrees to use a detention screening instrument approved by the Probation Division, Administrative Office of the Illinois Courts to determine the appropriateness of secure detention. The parties recognize that the use of secure detention for minors charged with status offenses (e.g., truancy, runaway situations, and illegal consumption of alcohol) is inappropriate and inconsistent with State and Federal guidelines. The parties agree that status offenders will not be ordered into secure detention. All minors must be an adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or in violation of a Court Order for Probation. This includes youth on warrants and/or charged with contempt of court when the original offense is a status offense.

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The Host County agrees to provide 24/7 coverage to screen law enforcement referrals from the Home County. The cost of this service is \$3,600 annually.

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13. The Host County has tendered a Certificate of Liability Insurance which has been accepted by the Home County. Liability of the Host County arising out of the services provided in this contract is expressly limited to any amounts payable from that insurance. The Home County shall be provided with thirty (30) days prior notice, in writing, of any Notice of Cancellation or material change of said insurance coverage.

14. The parties to this contract acknowledge that this contract is binding and enforceable on both parties that the Host County is obligated to provide guaranteed bed space in the quantities agreed to and that the Home County is obligated to pay for those services according to the charges, terms and conditions outlined above. The parties may declare this contract null and void for good cause based upon gross negligence, criminal misconduct or failure to abide by the terms and conditions of the contract on the part of either party. The parties may also declare this contract null and void where the substantial performance of the contract has been altered by unforeseen, accidental or events beyond the control of the parties.

15. Should the Home County repudiate this contract for any reason other than as provided in paragraph 14 above, the Home County shall pay to the Host County the costs for each contracted bed and for the number of bed days that had not been prepaid, according to the contract rate specified in this agreement with the Center, and in addition, the Home County shall pay to the Host County a penalty equal to sixty (60) days ~~SIXTY (60) DAYS~~ at the contract rate for contract year in force at the time of the repudiation of

this contract. The Host County shall also be entitled to any legal or attorney fees necessary to enforce the Host County's rights under the provisions of this paragraph of the contract.

16. The Center and the Home County agree to provide a contact person available on a twenty-four-hour basis. The Center's contact person shall be identified as the Assistant Superintendent or Superintendent and can be contacted at the Center at the following telephone exchange (309) 634-4201. -The Host County has a member of management present or on call 24 hours a day 365-day year. The Home County's contact person shall be identified as the Director and can be contacted at the following exchange (217) 424-1444 during regular business hours. After normal business hours, the Home County's on-call contact person can be contacted via the Macon County Sheriff's Office at the following exchange (217) 424-1321.

17. Nothing in this agreement shall be construed to create a relationship of employer/employee or principal and agent between the parties hereto. In the performance of this agreement, the Center, its employees and agents shall act as and shall be deemed at all times to be independent contractor of the Home County.

18. This document constitutes the entire agreement of the parties and suspends all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. This agreement and all the provisions hereof are intended to be whole and entire, no provision or any part thereof is to be severable.

19. The rights and duties under this agreement may not be assigned or transferred without the prior written permission of the other party.

_____ County of Peoria	_____ Title	_____ Date
_____ County of Peoria	_____ Title	_____ Date
_____ County of Macon	_____ Title	_____ Date
_____ County of Macon	_____ Title	_____ Date

**MACON COUNTY BOARD RESOLUTION
APPROVING THE ILLINOIS FOP LABOR
COUNCIL COLLECTIVE BARGAINING
AGREEMENT FOR FY2023-FY2025,
REGARDING THE MACON COUNTY
STATE'S ATTORNEY'S SPECIAL
INVESTIGATORS**

Resolution No. G-5513-02-23

WHEREAS, the Macon County State's Attorney and the Illinois Fraternal Order of Police (FOP) Labor Council have reached an agreement regarding the terms and conditions of the employment of Macon County State's Attorney's Special Investigators; and

WHEREAS, the parties have agreed to the terms and conditions in the attached contract.

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it hereby approves the attached contract for the period of December 1, 2022 through and including November 30, 2025.

BE IT FURTHER RESOLVED that it is the express intent of the Board that the contract be deemed effective retroactively to December 1, 2022.

PRESENTED, PASSED, and APPROVED this 9th day of February, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chair
Macon County Board

ILLINOIS FOP LABOR COUNCIL

And

COUNTY OF MACON / MACON COUNTY STATE'S ATTORNEY

Macon Co SAO Special Investigators

December 1, 2022 – November 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



**AGREEMENT
BETWEEN
MACON COUNTY / MACON COUNTY STATE'S ATTORNEY
AND
ILLINOIS FOP LABOR COUNCIL
REPRESENTING
MACON COUNTY STATE'S ATTORNEY'S SPECIAL INVESTIGATORS**

December 1, 2022 through November 30, 2025

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ARTICLE I – AGREEMENT

This Agreement is entered into by the State's Attorney of Macon County, Illinois and the Macon County Board (hereinafter referred to as the "Employer"), and the Illinois Fraternal Order of Police Labor Council on behalf of and with the bargaining unit members of the State's Attorney's Office (hereinafter referred to as the "Union" or "Labor Council").

This Agreement is entered into by the State's Attorney of Macon County and the Illinois Fraternal Order of Police Labor Council on behalf of and with the bargaining unit members of the State's Attorney's Office (hereinafter referred to as the "Union" or "Labor Council"). The Macon County Board is also a party to this Agreement due to its obligation to adopt a budget for the State's Attorney's Office. For the purposes of this Agreement, the State's Attorney of Macon County and the Macon County Board may collectively be referred to as the "Employer." However, it is understood that the Macon County State's Attorney is the sole employer of the members of the bargaining unit.

ARTICLE II – RECOGNITION

Section 2.1. Unit Certification

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all employees of the Macon County State's Attorney's Office (hereinafter referred to as the "Office") in the following titles: Special Investigator and Chief Special Investigator; excluding all other employees of the Macon County State's Attorney's Office (ILRB Case No. S-RC-16-041). For the purposes of this Agreement the phrase Special Investigator and Investigator may be used interchangeably and shall have the same meaning.

Section 2.2. New Classifications

The Employer agrees to negotiate with the Union concerning any newly created classifications which are includable in the bargaining unit.

ARTICLE III – NO STRIKE

Section 3.1. Strike / Lockout Prohibited

Neither the Union nor any of its investigators or agents will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement and until a successor Agreement is ratified by both parties. The Employer shall not lock out Employees during the term of this Agreement. No member of the bargaining unit shall refuse to cross a picket line, by whoever established, in connection with the performance of his official duties.

Section 3.2. Union Action

Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately order such members to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take reasonable, effective and affirmative action to secure the member's return to work as promptly as possible.

Section 3.3. Penalties

Any or all of the employees who may have violated any of the provisions of this Section may be discharged or disciplined in accordance with applicable sections of this Agreement, by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceedings involving breach of this provision, the sole question for the Arbitrator to determine is whether the employee engaged in the prohibited activity.

ARTICLE IV - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Office and all management rights reposed in it. Except as specifically amended, changed or modified by this Agreement, these rights include, but are not limited to, the following:

- a) To direct all operations of the Office;
- b) To establish reasonable work rules and schedules of work;
- c) To hire, promote, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions within the Office;
- d) To suspend, demote, discharge and take other disciplinary action, for just cause, against Employees;
- e) To lay off Employees;
- f) To maintain efficiency of Office operations;
- g) To take whatever action is necessary to comply with State and Federal Law;
- h) To introduce new or improved methods or facilities;
- i) To change existing methods or facilities;
- j) To determine the kind and amount of services to be performed pertaining to Office operations, and the number and kind of classifications to perform such services;

- k) To contract for goods or services;
- l) To determine the methods, means and personnel by which Office Operations are to be conducted;
- m) To take whatever action is necessary to carry out the functions of the Office in situations of emergency.
- n) Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

ARTICLE V - UNION ACTIVITY

Section 5.1. Bulletin Boards

The Employer shall provide bulletin board space for the Union's use in the area designated by Employer. The items posted shall not be political, partisan or defamatory in nature.

Section 5.2. Union Officials

The Union agrees to provide written notification to the Employer within ten (10) working days following election or selection of Union representatives, stewards, or other Union officials to enforce the Contract. Labor Council officials shall have reasonable access to the Employer's premises for the purpose of administering this Agreement.

Section 5.3. Leave Without Pay to Attend Union Meetings

A maximum of one (1) employees may request a leave of absence of up to five (5) days without pay to attend Union sponsored meetings, workshops, and conferences. The request must be submitted in writing at least fifteen (15) days prior to the requested leave of absence. Permission for such a leave shall not be unreasonably denied.

Section 5.4. Union Meeting Space

The Employer agrees to provide space for regular Union meetings.

Section 5.5. Negotiations

Not more than two employees shall be released from work, with pay, in order to participate in collective bargaining sessions with the Employer during working hours. There shall be no compensation paid for after-hour negotiations.

ARTICLE VI – DUES DEDUCTION AND FAIR SHARE

Section 6.1. Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Labor Council dues as set forth by the Union and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date.

Section 6.2. Dues

With respect to any investigator on whose behalf the Employer receives written authorization form as provided for in Appendix B agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the investigator the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of each month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such shall be irrevocable unless revoked by written notice to the Employer and the Labor Council.

Section 6.3. Indemnification

The Labor Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with this Article.

ARTICLE VII – INDEMNIFICATION

The Employer will provide any payment for legal counsel, should the Macon County State's Attorney's Office be unable to provide legal representation for the defense of any employee, against whom a civil and/or criminal complaint is filed or grand jury proceedings are instituted, for actions against them arising out of the performance of their duties.

The Employer shall hold harmless and indemnify any Employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such an employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his duties, either on or off duty, within the general scope of his employment, and that such damages did not result from the willful and wrongful acts for gross negligence of such employee(s), unless said acts were pursuant to a direct command by a supervisory-investigator. However, such employees must, within five (5) calendar days from the date he/she is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the State's Attorney. It is understood that, upon receipt of such documents by the

Employer, all matters pertaining to the representation of such Employee(s) shall be assumed by the Macon County State's Attorney and/or the insurance company that provides the Employer with coverage for such matters.

In any case, the Employer's requirement to indemnify under this Article shall comply with the Local Government Tort Immunity Act of Illinois and the State Employee Indemnification Act, as amended from time to time.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.1. Definition of a Grievance

A grievance is defined as any unresolved difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 8.2. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees.

Nothing herein shall prevent an employee from filing a grievance without Union involvement. The employee so filing such grievance may advance the grievance through Step 2 of the grievance procedure. The settlement of such grievances shall be consistent and in compliance with the terms of this Agreement.

Either party may have the grievant, or one grievant representing group grievants, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all Employees in the group.

Section 8.3. Subject Matter

Only one subject matter shall be covered in any one grievance. A written grievance shall contain a statement of the grievant's complaint, the article(s) and section(s) of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date filed.

Section 8.4. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next Step, except Step 3 Arbitration.

Time limits at any step of the grievance procedure are to be strictly adhered to and may be extended by mutual written agreement of the parties.

Section 8.5. Steps In Procedure

- Step 1: **First Assistant State's Attorney:** The employee, alone or with one (1) Union representative, shall orally contact the First Assistant State's Attorney within ten (10) working days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the Employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. The First Assistant State's Attorney shall, within ten (10) working days, orally inform the employee of his decision. The "workday" shall be defined as any day on which the Employer's administrative offices are open and conducting business.
- Step 2: **State's Attorney:** If the grievance is not settled at the Step 1, the Union shall prepare a written grievance and present it to the State's Attorney no later than ten (10) working days from the date of receipt of the Step 1 response. After the grievance is presented at Step 2, the State's Attorney shall discuss the grievance with the Union and the grievant. The State's Attorney shall respond in writing within ten (10) working days following the meeting.
- Step 3: **Arbitration:** If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within fifteen (15) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If the arbitration request is not made within fifteen (15) working days, the grievance shall be deemed waived.

Section 8.6. Arbitration

The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators to hear the dispute. The parties shall alternatively strike the names of Arbitrators. The order of striking shall be determined by a toss of a coin; with the loser selecting first. The remaining name shall be the Arbitrator.

The Arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue

where mutually agreed by the parties. All hearings shall be held in the City of Decatur, Illinois, unless mutually agreed to otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. The Employer or Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator may make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The decision of the Arbitrator shall be in writing and submitted within 30 calendar days of the close of the hearing or submission of briefs by the parties whichever is later, unless the parties agree to a written extension. The Arbitrator's decision and award shall be final and binding on the Employer, the Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

ARTICLE IX - HOURS OF WORK

Section 9.1. Workday and Work Schedule

The regular scheduled workday shall consist of typically eight (8) consecutive hours of work within a twenty-four (24) hour period. The regular work schedule shall consist of five consecutive eight-hour workdays, Monday through Friday, 8:30 a.m. to 4:30 p.m., followed by two consecutive days off. Reasonable changes to an individual Investigator's schedule may be made to address the operational needs of the Office. The Employer agrees to provide as much notice of such change as possible in each situation.

Section 9.2. Work Week

The forty (40) hour work week shall begin at 12:00 a.m. on Saturday and shall end at 11:59 p.m. on the following Saturday.

Section 9.3. Overtime Compensation

Any Employee required and authorized to work in excess of forty (40) hours per week will be paid one and one-half (1½) times the Employee's regular rate of pay for all hours worked over forty (40) hours per week.

Section 9.4. Compensatory Time

The Employee can earn compensatory time off at the rate of one (1) hour for each hour worked over 40 hours per week and one and one-half (1 ½) hours for every hour

worked over 43 hours per week. Compensatory time off may be accrued and carried up to a maximum of eighty (80) hours. This eighty (80) hours of compensatory time shall be a "rolling" eighty (80) hours (i.e. an Employee has 80 hours, uses 8 hours, can now accrue another 8 hours). Accrued compensatory time may be used at the Employee's discretion provided it does not cause the undue disruption to the operation of the office. In the event an Employee has accrued 70 or more compensatory time hours, the Employer may direct the Employee to take up to twenty (20) hours off using the Employee's accrued compensatory time. If, at the end of a fiscal year, the Employer wants to decrease an Employee's compensatory time bank, the Employer may cash out up to forty (40) hours of the Employee's accrued compensatory time bank.

Section 9.5. Meal and Rest Periods

Employees shall be granted sixty (60) minutes of paid meal and rest period time during each work shift. Meal periods may be interrupted.

Section 9.6. Call-Back and Standby/On-Call Status

- a) Employees who are called back in order to work outside their normal work schedule shall be credited within a minimum of two (2) hours worked. Said credited hours shall be compensated as cash or compensatory time at the employee's(s') choice.

- b) Should an employee(s) be placed on restricted Standby or Emergency On-Call status, by the State's Attorney or his authorized agent, thereby meaning that the employee(s) must report for duty within a minimum amount of time, such employee(s) placed on such on-call status shall receive compensatory time for one (1) hour while on-call.

Section 9.7. Off-Duty Court Appearances

Employees covered by this Agreement, and who are required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate for all hours, with a minimum of two (2) hours being compensated if the time is overtime subject to the FLSA. Notice shall be given as soon as possible when appearance has been cancelled. If notification is given less than one (1) hour, then one (1) hour compensatory time shall be paid.

ARTICLE X - SENIORITY / LAYOFF / RECALL

Section 10.1. Probation

All employees shall serve a probationary period of twelve (12) consecutive months of on the job training from date of hire. At any time during the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the twelve (12) consecutive months of on the job training probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

Section 10.2. Definition of Seniority

Seniority is defined as the employee's length of continuous months of full-time service with the County or State's Attorney's Department since the Employee's last date of hire. Bargaining Unit Seniority shall be defined as the length of continuous months of full-time service in the bargaining unit and shall be used to determine vacation preference, shift preference, layoff and layoff recall, transfers, promotions, or job assignments,

Section 10.3. Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an Employee:

- a) Quits;
- b) Is discharged for just cause;
- c) Is laid off for more than two (2) years or for an amount of time equal to their accrued seniority at the time of layoff, whichever is greater;
- d) Fails to report for work at the expiration date of a leave of absence;
- e) If an Employee on a leave of absence for personal or health reasons accepts other employment without permission; or,
- f) If he/she is retired.

Section 10.4. Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit Employees at least twice each year.

Section 10.5. Layoffs

When the Employer determines that layoffs are necessary, it shall also determine the number of Employees to be laid off and shall make notification to the Union of the number of Employees that will be subject to layoff. Employees shall be laid off by bargaining unit seniority, with the least senior employee being laid off first.

Section 10.6. Recalls

Employees shall retain recall rights for two (2) years. If the Employer authorizes that a vacancy be filled, Employees on layoff with recall rights shall be recalled based on their bargaining unit seniority, but must be qualified to perform the statutory job duties.

Employees eligible for recall should be given five (5) calendar days' notice of recall by registered, certified letter or personal delivery sent to the Employee's last known address. It is the responsibility of an Employee on layoff to provide the State's Attorney with his latest mailing address. The Employee must notify the State's Attorney, within three (3) days after receipt of the notice, if he/she will accept the recall and must be able to report to work within fourteen (14) calendar days from the date of notification of acceptance of the recall. If an Employee is unable to report for work within the required time period due to illness, injury or other documented medical reason, then the next senior Employee(s) shall be recalled.

ARTICLE XI - DISCIPLINE / DISCHARGE

Section 11.1. Discipline

An Employee may be disciplined or discharged by the Employer for just cause. The Employer recognizes the principles and tenets of progressive and corrective discipline.

Discipline shall be limited to:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension without pay;
- d) Discharge.

Discipline shall be imposed in a manner which does not embarrass the Employee in front of other employees or the public.

Section 11.2. Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 11.3. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Employer shall notify the Union Representative of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contractual rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity, but not required, to make a statement regarding the contemplated discipline. It is further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 11.4. Time Limitation

The Employer may take a reasonable amount of time to investigate the matter, but in no event shall discipline be imposed later than forty-five (45) days following the pre-disciplinary meeting.

Section 11.5. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees first to inform the Employee that the employee has a right to Union representation at such

interview. If the employee desires such representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the Employee, clarifying the facts, and suggesting other employees who may have knowledge of the facts. Employees may be placed on leave with pay during an investigation and/or pending the imposition of discipline.

The Employer shall further comply with the provisions of the Uniform Peace Investigators' Disciplinary Act, 50 ILCS 725 (Discipline Act) in conducting any formal investigation as defined in the Discipline Act. Investigators shall have the right to be represented at any interrogations or interviews under the Discipline Act by legal counsel and/or a Union field representative.

Section 11.6. Discipline Consideration

Misconduct which has been the subject of discipline under this Article shall not be considered or used in imposing discipline for subsequent offenses where there has been a thirty-six (36) month period of no discipline being imposed on the employee.

Section 11.7. Citizen Complaints

Prior to any investigation regarding employee misconduct, the Employer will require that the citizen complaint be put in writing by the complainant on the form used by the Office. Any discipline will be done in a timely, progressive manner, accompanied by counseling. The affected employee will be notified of the citizen's complaint as soon as possible, unless the complaint is criminal in nature.

Section 11.8. Discipline Appeal/Review

All discipline may be subject to appeal/review through the grievance and arbitration provisions of this Agreement with the consent of the Union. Discipline grievances shall be filed at Step 2 State's Attorney of the grievance procedure within fifteen (15) working days from receipt of the written notice of discipline to be imposed.

ARTICLE XII - HOLIDAYS

Section 12.1. Holidays

Employee shall have time off with full payment at the regular straight-time amount on the holidays designated by the Chief Judge of the Sixth Judicial Circuit, subject to the general administrative and supervisory authority of the Illinois Supreme Court and/or the Macon County Board.

If the courthouse is closed on a Monday-Friday, then such day shall be considered a holiday.

Section 12.2 Work on a Holiday

In the event an employee is required to work on a paid holiday, as listed in Section 12.1 above, such employee shall be paid at the rate one and one-half times

their regular rate of pay for all hours worked on the holiday; this pay shall be in addition to eight (8) hours of holiday recognition pay.

ARTICLE XIII – LEAVES OF ABSENCE

Regular full-time employees are eligible for paid time off hours for the following reasons and in accordance with the following conditions and procedures:

Section 13.1. Sick Leave

An employee shall earn one (1) day per month of service as sick leave. The employee may utilize such leave for sickness of the employee or the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, or to attend physical and dental examinations that could not be scheduled during the employee's off duty hours. The employee must notify and gain approval from their supervisor of the intended use of sick leave as soon as possible and no later than ninety (90) minutes prior to the start of the employee's work shift.

Sick leave may be carried over from year to year and may be accumulated up to two hundred forty (240) days. Unused sick leave upon retirement shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits.

Section 13.2. Personal Leave

On January 1, an employee shall be credited with twenty-four (24) hours of personal business leave. The employee is eligible to utilize such leave for personal needs including, but not limited to, personal business matters, attendance at weddings, and similar affairs, all subject to approval by the employee's immediate supervisor. Personal leave shall be used in not less than four (4) hour increments. Personal leave shall not be used to extend sick leave but may be allowed to be used in conjunction with vacation as long as it is approved by the State's Attorney.

Employees shall be permitted to carry-over a maximum of eight (8) hours of personal leave from year to year.

Section 13.3. Funeral Leave

Upon request, all employees shall be granted three (3) days paid leave upon the death of the employee's spouse, or the employee's spouse's father, mother, children, stepchildren, brother, sister, grandparents and grandchildren. In the event the foregoing would require travel in excess of 300 miles, employees shall receive two (2) additional days of unpaid funeral leave. Employees may utilize accrued sick leave, vacation, personal leave, or compensatory time to cover the preceding unpaid funeral time. Requests for additional bereavement time in the form of paid leave shall not be unreasonably denied but will be judged on the circumstances presented to the State's Attorney at the time of the request.

Section 13.4. Jury Duty or Subpoena

Any employee called for jury duty shall have leave, with pay, to perform that duty. In addition, if an employee receives service of a subpoena, he/she shall have leave with pay. Any pay received for jury or witness service shall be turned over to the Macon County Treasurer, except that the employee may also keep any pay for service performed on a regularly scheduled day off or while on vacation. Employees shall return to work if the jury is dismissed and one (1) hour or more remains in the workday.

Section 13.5. Service-Connected Injury

Employees injured in the line of duty shall receive the benefits they are entitled to receive under the laws in the State of Illinois.

Section 13.6. Exhaustion of Paid Time Off

In those cases where all other available leave has been exhausted, the State's Attorney may consider applications for extended leave without pay, where the employee has at least one (1) full year of continuous service and there is substantial evidence that the employee will be able to return to work. Such extended leave without pay shall be granted under restrictions and/or conditions, as the State's Attorney deems appropriate in his sole discretion.

Section 13.7. Illness or Injury Leave

Employer shall adhere to the Family Medical Leave Act (FMLA). While on FMLA, an Employee may be required by Employer to utilize the following types of accrued paid time off to extent provided by law: sick time, personal time, and vacation time.

Section 13.8. Employee Rights after Leave

When an Employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent prior to the commencement of such leave.

Section 13.9. Failure to Return from Leave

Failure to return from a leave of absence after the expiration date shall be considered prima facie evidence that the employee has resigned, unless it is impossible for the employee to so return. Evidence of such impossibility is presented to the Employer prior to the expiration of the leave of absence; unless the employee is unable to communicate with the Employer.

ARTICLE XIV – VACATIONS

Section 14.1. Vacation Periods

All Employees covered by this Agreement shall be entitled to the following vacation for each year of the Agreement, computed from their anniversary dates of employment.

<u>Years of Service Completed:</u>	<u>Days of Vacation:</u>
Start of 2 nd year through completion of 4 th year.....	Ten (10) days
Start of 5 th year through completion of 9 th year	Fifteen (15) days
Start of 10 th year through completion of 14 th year	Twenty (20) Days
Start of 15 th year through completion of 19 th year	Twenty-five (25) days
Start of 20 th year and above.....	Thirty (30) days

Vacations that are not taken within the 12-month period immediately following the period in which they accrue shall be considered waived. If vacation is requested but denied or cancelled within the one (1) year period, or if the State's Attorney gives approval in writing, unused vacation shall be paid out at the Employee's regular rate of pay in effect at the time the vacation was accrued. Said vacation pay will be paid to the Employee within thirty (30) days of the Employee's anniversary date. Eight (8) hours of vacation pay shall be paid to the Employee for each unused vacation day accrued. In lieu of a cash payout, an employee, with the approval of the State's Attorney, may carry the unused vacation over into the employee's subsequent vacation year; provided that no employee shall accumulate vacation time more than 1.5 times the annual accumulation rate.

Employees who were hired before the execution of this Agreement, and who were granted greater levels of vacation, as provided above, when they were hired shall continue to receive such vacation.

Section 14.2. Payment at Separation

If an Employee dies, is laid off, resigns or is terminated, and has completed twelve (12) months of continuous service, the Employee (or beneficiary in case of death) shall receive, on a pro-rata basis, any unused vacation pay. Eight (8) hours of vacation pay shall be paid to the Employee for each unused vacation day accrued.

Section 14.3. Rate of Pay

The rate of vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the pay day immediately preceding the Employee's vacation period.

Section 14.4. Vacation Scheduling

Vacation periods will be scheduled in accordance with the current practice of the Macon County State's Attorney. Employees may take any of their vacation each year on a minimum basis of one-half (0.5) day at a time. Holidays occurring during a vacation shall not be counted as a vacation day.

ARTICLE XV – INSURANCE

The Employer shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay seventy-five percent (75%) of the premium per month for a family plan coverage and seventy-five percent (75%) of the premium per month for single plan coverage for employees. The remaining cost of the coverage shall be deducted from the employee's salary. The Employer may, from time to time, change the insurance carrier or self-fund its insurance program if it elects to do so. If both spouses work for the Employer, only one family insurance plan will be provided.

One member of this bargaining unit shall be included on the Macon County Insurance Committee.

ARTICLE XVI - UNIFORMS AND EQUIPMENT

Section 16.1. Uniforms and Equipment

The Employer shall provide, maintain, and replace with all badges and equipment required by employer of unit employees. Investigators shall receive an initial issue of three (3) uniform polo-style shirts.

Section 16.2. Damaged Personal Property

Any watch, dentures, eyeglasses, contact lens, cell phone, or other personal property of a unit employee that is damaged, lost, or destroyed in the performance of police duty will be repaired or replaced by the Employer provided there was no contributory negligence on the part of the employee. There shall be a limit of \$200.00 per occurrence.

Section 16.3. Ballistic Protection Vests

The Employer agrees to furnish each investigator with an approved ballistic protection vest and shall replace it in accordance with the manufacturer's recommendation.

Section 16.4. Cell Phones

The Employer agrees to provide each investigator with a cell phone for use in conducting the Employer's business.

Section 16.5. Take Home Vehicle Program

Employees shall continue to be allowed to take home the County-owned vehicle they are currently driving. The parties acknowledge that there are budget constraints. Therefore, when the current vehicles are taken out of service, the Employee will no longer be assured a vehicle for them to take home. This Section is subject to the terms set forth in the Residency Clause.

ARTICLE XVII - PERSONNEL FILES

Section 17.1. Employee Inspection

Upon written request by an employee, the Employer shall permit the employee to inspect his personnel file at least twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying.

Section 17.2. Union Representative Inspection

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his personnel file subject to the procedures contained in Section 17.1, above.

Section 17.3. Employee Statement

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement that will be included in the file.

Section 17.4. Notification

The employee shall be notified in writing prior to any disciplinary action being recorded in the personnel file. Citizen or resident complaints shall not be placed in the personnel file unless disciplinary action is taken.

ARTICLE XVIII - LABOR / MANAGEMENT / SAFETY COMMITTEE

Section 18.1. Labor / Management Conferences

The Union and the Employer mutually agree that in the interest of the efficient management and harmonious Employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representative of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- a) Discussion of the implementation and general administration of this Agreement.
- b) A sharing of general information of interest of the parties.
- c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.
- d) Discussion of pending grievances on a non-binding basis to discuss procedures for avoiding further grievances; and/or
- e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 18.2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 18.3. Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 18.4. Union Representative Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their workstation, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2) said employees to be selected by the Union.

ARTICLE XIX - SUBSTANCE ABUSE

Section 19.1. General Policy

It is the policy of the Employer that the public has the right to expect persons employed by the Macon County State's Attorney to be free from the effects of drugs and alcohol. As a public employer, The Macon County State's Attorney's Office is subject to certain duties to maintain a drug-free workplace, under Federal and State Laws. Nothing in this Agreement shall be interpreted in a manner that might prevent the Employer from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace. The Employer has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the Employees.

Section 19.2. Prohibitions

Employees shall be prohibited from:

- a) Consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the Employee's personal vehicle while engaged in County business; or while at work smell of alcohol.
- b) Employees shall immediately be subject to discharge for consuming, possessing, selling, purchasing or delivering any illegal drug;
- c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

This Section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Office or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or to require an Employee to submit to a post-accident test or a return-to-duty test for an Employee who has been off work for thirty (30) days or more.

Section 19.3. Drug and Alcohol Testing

Where the State's Attorney or his designee has reasonable suspicion that an Employee is under the influence of alcohol or illegal drugs during the course of the work day, the State's Attorney or his designee shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement.

Section 19.4. Order to Submit to Testing

Reasonable Suspicion: At the time an Employee is ordered to submit to reasonable suspicion testing authorized by this Agreement, the State's Attorney or his designee shall provide the Employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts that have formed the basis of the order to test. The Employee shall be permitted to consult with a Union representative or a private attorney at the time the order is given provided, however, that in no circumstances may implementation of the order be delayed longer than thirty (30) minutes. No questioning of the Employee shall be conducted without first affording the Employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline including termination, but the investigator's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Officer-Involved Shooting (OIS): Officers involved in an "officer-involved shooting" must submit to drug and alcohol testing according to Illinois law. The term "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later

than the end of the involved officer's shift or tour of duty. The testing will be governed by the protocols outlined in 19.5 Test to be Conducted, below.

Section 19.5. Tests to be Conducted

In conducting the testing, authorized by this Agreement, the Employer shall:

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substances Abuse and Mental Health Services Administration (SAMHSA):
- b) Ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No investigator covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- d) Collect a sufficient sample of the same bodily fluid or material from an investigator to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the investigator;
- e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) Provide the investigator tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the investigator's own choosing, at the investigator's expense; provided the investigator makes such demand of the State's Attorney or his designee within seventy-two (72) hours of receiving the results of the test;
- h) Require that the laboratory or hospital facility report to the State's Attorney that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the investigator's interests;

- i) Require that with regard to alcohol testing, for the purpose of determining whether or not the investigator is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The forgoing shall not preclude the Employer from attempting to show that lower test results, i.e. below .02 demonstrate that the investigator was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases;
- j) Provide each investigator tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the investigator;
- k) Ensure that no investigator is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 19.6. Drug Testing Standards

a) **Screening Test Standards**

Initial Test Level:	
Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Opiate Metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

The following initial immunoassay cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

b) **Confirmatory Test Standards**

All specimen identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented.

Confirmatory Test Level:	
Marijuana Metabolites ⁽¹⁾	15 ng/ml
Cocaine Metabolites ⁽²⁾	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Confirmatory Test Level:	
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyllecgonine

The above cut-off levels have been established based on Substances Abuse and Mental Health Services Administration (SAMHSA) recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cut-off levels. Should such changes or need arise, the parties agree to adopt the new cut-off levels and make them part of this Agreement.

c) Alcohol Test Standards

As to alcohol testing, test results showing an alcohol concentration of .02 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive except in cases in which a breath sample is used for testing. When a breath sample is used for the alcohol testing, test results showing an alcohol concentration of .04 or more shall be considered positive. In cases where the breath samples fall in the .04 to .06 range of alcohol concentration, a confirmatory blood sample shall be taken. The employee shall receive a copy of all test results.

Section 19.7. Right to Contest

The Union and/or the Employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any constitutional rights that Employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 19.8. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer may make available through its Employee Assistance Program a means by which the Employee may seek referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through

whatever means, shall not be used in any manner adverse to the Employee's interest, except reassignment as described above.

Section 19.9 Discipline

In the first instance that an Employee tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol, and all Employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a) The Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) The Employee discontinues his abuse of the prescribed drug or alcohol;
- c) The Employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d) The Employee agrees to submit to random testing during hours of work during the period of "after-care" and the Employee pays for the cost of the random test.

Employees who do not agree to or act in accordance with the foregoing, or who test positive for illegal or proscribed drugs, prescribed drugs other than those already reported to the Employer, test positive for alcohol a second or subsequent time during the hours of work or who fail to report adverse side effects of a prescribed drug to the Employer shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status through the period of rehabilitation if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing the assigned duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days (max. of sixty (60) sick days) or personal days, or take an unpaid leave of absence pending treatment at his option.

The foregoing shall not limit the Employer's right to discipline Employees for failing a drug test if the Employee has not sought voluntary assistance. For post-accident testing the Employee may not seek the benefit of requesting voluntary assistance after the occurrence of an accident.

ARTICLE XX - MISCELLANEOUS PROVISIONS

Section 20.1. Residency

Employees hired prior to Jun 1, 2017 may reside within 20 miles of the Macon County Court house. Employees hired after June 1, 2017 must reside in Macon County.

If an employee hired prior to June 1, 2017 moves out of Macon County that employee forfeits the right to take home a County-owned vehicle.

Section 20.2. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of the employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity.

Section 20.3. Gender

Whenever reference to the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 20.4. Maintenance of Standards

All economic benefits and work practices that are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

ARTICLE XXI - SAVINGS CLAUSE

If any article or section of this Agreement, or any addendum thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXII - SALARY STRUCTURE

The wages for employees covered by this Agreement shall be as listed in Appendix A; which is attached to and incorporated into this Agreement.

SAO Investigator

Starting compensation for SAO Investigator shall not be less than \$40,000 and may be higher, in the sole discretion of the Macon County State's Attorney. However, a new hire's compensation shall not equal or exceed the compensation of the current lowest-paid investigator(s). After one year of employment, new hires shall receive the same base pay raise as the previously hired investigators for that fiscal year and fiscal years thereafter.

SAO Chief Investigator

Chief Investigator starting base pay is established at a minimum of \$55,000 for the term of this Agreement.

ARTICLE XXIII - RESOLUTION OF IMPASSE

The parties agree to adhere to the Illinois Public Labor Relations Act (Act). The parties disagree whether Section 14 of the Act applies to this bargaining unit. The parties do agree that if they are ever at an impasse that both parties may litigate their respective position in the future without prejudice to the fact that they entered into this agreement.

ARTICLE XXIV - DURATION

Section 24.1. Term of Agreement

This Agreement shall be effective from December 1, 2022 and shall remain in full force and effect until November 30, 2025. It shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing of its desire to amend the Agreement; more than one hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 24.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement or part thereof between the parties.


SIGNATURES

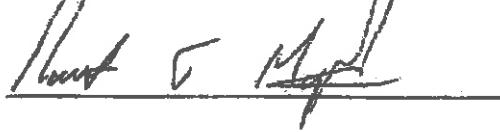
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
_____ day of _____, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Scott Reuter, State's Attorney





Kevin Greenfield, County Board Chair

ATTEST:

Josh Tanner, County Clerk



Kelly Byrd, Field Representative
Illinois F.O.P. Labor Council

APPENDIX A – EMPLOYEE SPECIFIC SALARY

Employee:	Current	FY 2023	FY2024	FY2025
		12/1/2023	12/1/2024	12/1/2025
Roger Craig Chief Investigator	\$59,000	\$60,920	\$62,900	\$64,950
Robert Maynard Special Investigator	\$50,000	\$51,625	\$53,305	\$55,040

APPENDIX B - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, the Macon County States Attorney/County of Macon, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



APPENDIX C - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature _____

FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature _____

Position _____

Person to Whom Response Given _____

Date _____

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature _____

FOP Representative Signature _____

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature _____

Position _____

Person to Whom Response Given _____

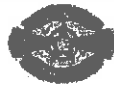
Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____

Date _____

FOP Field Representativ _____



**MACON COUNTY BOARD RESOLUTION
APPROVING FOOD SERVICE
AGREEMENT WITH SUMMIT FOOD
SERVICE, LLC FOR INMATE FOOD
SERVICE AT MACON COUNTY JAIL**

Resolution No. G-5514-02-23

WHEREAS, the Macon County Jail is required by law to provide food to inmates; and

WHEREAS, it is in the best interest of the County to contract for food services with a qualified food service provider rather than to employ its own staff; and

WHEREAS, the Jail's current food services provider notified the Sheriff's Office that it would impose a large increase in cost as a result of inflation; and

WHEREAS, as a result of this notice of price increase, the Macon County Sheriff's Office requested proposals from alternative food services providers; and

WHEREAS, the lowest responsible bidder was Summit Food Services, LLC; and

WHEREAS, it is in the best interest of Macon County to contract Summit Food Services, LLC for inmate food service in the Macon County Jail; and

WHEREAS, this Board's Justice Committee voted to recommend approval of the attached Food Service Agreement on January 26, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it hereby approves the attached Food Service Agreement for a term beginning March 30, 2023 and through March 29, 2025.

BE IT FURTHER RESOLVED that the Board Chair is authorized to execute said Food Service Agreement on behalf of the County and to take any other actions necessary to finalize the agreement.

PRESENTED, PASSED, APPROVED AND RECORDED this 9th day of February 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County Of Macon, State of Illinois

Kevin R. Greenfield, Chair
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING AGREEMENT BETWEEN THE
CITY OF DECATUR, MACON COUNTY, AND
CIRDC TO SHARE COSTS RELATED TO
CAD SOFTWARE**

RESOLUTION NO. G-5515-02-23

WHEREAS, the County of Macon and the City of Decatur are units of local government as defined by section 1 of Article VIII of the Constitution of the State of Illinois; and

WHEREAS, both the County of Macon and the City of Decatur are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/ 1, et seq.) and are empowered to enter into intergovernmental agreements to perform any governmental service, activity, or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which either agency is authorized by law to perform; and

WHEREAS, the Central Illinois Regional Dispatch (CIRDC) is a governmental entity created to provide emergency dispatch services for first responders; and

WHEREAS, CIRDC uses Computer-aided dispatch (CAD) software to assist with dispatching first responders to emergency calls; and

WHEREAS, City, County and CIRDC have each determined that it is in the public interest and general welfare of the City, County and CIRDC to share the cost for CIRDC to change providers for its Public Safety Software Suite (the CAD software); and

WHEREAS, the terms and conditions of the attached Agreement Between the City of Decatur, Macon County, and Central Illinois Regional Dispatch Center to Share Costs Related to Computer-Aided Dispatch Software were discussed and recommended for approval by the Justice Committee on January 26, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached Agreement Between the City of Decatur, Macon County, and Central Illinois Regional Dispatch Center to Share Costs Related to Computer-Aided Dispatch Software and that the Board Chair is authorized to execute said Agreement on behalf of the Board and to take any other actions necessary to finalize the Agreement.

PRESENTED, PASSED and APPROVED this 9th day of February 2023.

AYES _____ NAYS _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield, Chairman
Macon County Board**

**AGREEMENT BETWEEN THE CITY OF DECATUR, MACON COUNTY, AND
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER TO SHARE COSTS
RELATED TO COMPUTER-AIDED DISPATCH SOFTWARE**

THIS AGREEMENT is made and entered into by and between the City of Decatur, an Illinois municipal corporation (“City”), Macon County, an Illinois governmental entity (“County”), and the Central Illinois Regional Dispatch Center (“CIRDC”), on the ____ day of _____, 2023. The parties mutually desire to enter into this Agreement and further stipulate and agree as follows:

WHEREAS, CIRDC implements computer-aided dispatch (“CAD”) technology in order to perform dispatch services for various first responders employed by City and County;

WHEREAS, CIRDC, with the agreement of City and County, intends to change the company that provides the software used for CAD, records, evidence, reports, etc. (collectively referred to as the “Public Safety Software Suite”);

WHEREAS, City, County and CIRDC have each determined that it is in the public interest and general welfare of City, County and CIRDC to share the cost for CIRDC to change providers for its Public Safety Software Suite; and

WHEREAS, no ordinances or laws prohibit this Agreement or the transactions provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Transition of Public Safety Software Suite.** CIRDC shall be responsible for taking all steps necessary to transition from its current Public Safety Software Suite provider to Tyler Technologies.
2. **Cost of Transition.** The parties acknowledge and agree that the estimated cost of the above-described transition is One Million Three Hundred Eighty-Four Thousand Dollars (\$1,384,000.00). However, the parties also anticipate that there may be additional costs

incurred as a result of the transition, and that this Agreement is entered into with the understanding that said costs will be shared as described herein even if said costs arise following the execution of this Agreement.

3. Cost Sharing. CIRDC shall pay 50%, and City and County shall each pay 25%, of all costs incurred to transition CIRDC from its current Public Safety Software Suite provider to Tyler Technologies.
4. Payment Schedule. City and County shall each pay CIRDC Four Hundred Thousand Dollars (\$400,000.00) on or before March 1, 2023 as and for their respective share of the cost for the Public Safety Software Suite transition described above. Any funds not used by CIRDC for the Public Safety Software Suite transition shall be refunded to City and/or County or applied to the agency's next invoice for agency user fees charged by CIRDC. City and County shall notify CIRDC in writing of their preferred method of refund once the Public Safety Software Suite transition is complete and all costs have been finalized.
5. Future Maintenance Costs. Upon completion of the Public Safety Software Suite transition to Tyler Technologies, CIRDC shall be solely responsible for maintenance, updates, and repairs to the software. CIRDC may pass these costs to the end users of CIRDC's dispatch services via each agency's user fees.
6. Term. This Agreement shall commence on the date of execution by the parties and shall remain in effect until the transition from CIRDC's current Public Safety Software Suite provider to Tyler Technologies is complete.
7. Notices: Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

City of Decatur
Attn: City Manager
1 Gary K. Anderson Plaza
Decatur, IL 62523

Central Illinois Regional Dispatch Center
Attn: Executive Director
1078 W. Rotary Way.
Decatur, IL 62521

Macon County
Attn: County Board Chair
141 S. Main Street, Room 501
Decatur, IL 62523

8. Severability. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur,

Macon County, and the Central Illinois Regional Dispatch Center. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

10. Amendment. This Agreement may only be amended by a written instrument signed by each party hereto.
11. Transferability. This Agreement shall extend to and be binding upon the parties hereto and their respective agents and representatives. The terms of this Agreement are non-transferrable without the prior written consent of the other party.
12. Successors. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective agents, representatives, predecessors, successors, and assigns.
13. Relationship of the Parties. No provision of this Agreement is intended to create any partnership, principal-agent, employer-employee, or joint venture relationship between City, County and/or CIRDC as it relates to the subject matter of this Agreement.
14. Execution. This Agreement may be executed in any number of counterparts, and sent as "pdf" and by e-mail, each of which shall be deemed an original and which, taken together, shall constitute the full Agreement.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to or application of conflict of law, rules or principles. The parties agree that the proper venue for any claim or suit filed pursuant to this Agreement shall be the Sixth Judicial Circuit, Court of Macon County, Illinois.
16. Headings. The headings assigned to designate subparts of this Agreement are for organizational purposes only, and do not constitute any binding legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Intentionally left blank. Signature page to follow.]

CITY OF DECATUR

City Manager

ATTEST:

City Clerk

**CENTRAL ILLINOIS REGIONAL
DISPATCH CENTER**

Executive Director

ATTEST:

Secretary

MACON COUNTY

County Board Chair

ATTEST:

Macon County Clerk

**Macon County Board Resolution Approving an
Acting County Engineer and Engineering Services
Agreement to Support the Acting County Engineer**

RESOLUTION NO. H-2315-2-23

WHEREAS, a vacancy exists in the position of County Engineer due to the retirement of Bruce Bird from that position on December 31, 2022; and,

WHEREAS, IDOT has indicated they would approve for appointment as Acting County Engineer an employee of Macon County who is not a qualified and licensed Professional Engineer so long as Macon County also has an engineering agreement in place with a consultant who has such personnel to support the position of County Engineer; and,

NOW THEREFORE BE IT RESOLVED, by the Macon County Board as follows:

THAT the IDOT form "Resolution Requesting Consent to the Appointment of an Acting County Engineer" attached hereto is hereby approved; and

THAT the Engineering Services Agreement with WHKS & Co. attached hereto is hereby approved and THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Ninety Six Thousand Dollars and No Cents (\$96,000) from County Motor Fuel Tax Line Item 032-000-7785 (FY 23) to cover expenses for said agreement; and

THAT such actions are intended to be temporary and Macon County remains committed to continuing its efforts to find a qualified and licensed Professional Engineer to appoint as County Engineer.

PRESENTED, PASSED, AND APPROVED on this 9th day of February 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board



**Resolution Requesting Consent to the
Appointment of an Acting County Engineer**

WHEREAS, a vacancy exists _____ on 12/31/2022 in the office of County Engineer in Macon County, Illinois due
to the removal, resignation or death of the incumbent County Engineer Bruce Bird which occurred
on 12/31/2022, and
Date Name of Incumbent

WHEREAS, in accordance with 605 ILCS 5/5-204, the County Board must request and receive consent of the Department before appointing an Acting County Engineer, and

WHEREAS, this Board, due to this emergency, did on 02/09/2023, appoint Kathy Gerhold
as Acting County Engineer.
Date Name of Appointee

THEREFORE, BE IT RESOLVED that the Macon County Board does hereby request the consent of the Department of
Transportation to the appointment of Kathy Gerhold as Acting County Engineer, and
County Name of Appointee

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified originals of this resolution to the district office of the Department of Transportation.

I Josh Tanner County Clerk in and for said County of Macon in the State of Illinois, and
Name of Clerk County
keeper of the records and files thereof as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of
a resolution adopted by the County Board of Macon at a meeting held on 02/09/23.
County Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Regional Engineer, Department of Transportation Signature & Date



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: **MFT PE** Agreement Type: **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Macon	Macon	VARIOUS	Various
Project Number	Contact Name	Phone Number	Email
NA	Tammy Wilcox	(217) 424-1302	twilcox@maconcounty.illinois.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Various	Various	NA	Various
Location Termini			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>
Various			

Project Description
 To provide professional engineering and technical services to assist the County Engineer, whether acting or appointed to a full term, with the development, approval and management of the Highway Department's improvement and maintenance projects.

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WHKS & Co.	Cory Chamberlain	(217) 483-9457	cchamberlain@whks.com
Address	City	State	Zip Code
3695 6th Street Frontage Road, W., Suite A	Springfield	IL	62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient property trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate \$96,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$96,000.00
Subconsultants		
	Subconsultant Total	
	Prime Consultant Total	\$96,000.00
	Total for all work	\$96,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:
Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Macon	WHKS & Co.	Macon	VARIOUS

**EXHIBIT A
SCORE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Engineering services to assist the County Engineer, whether acting or appointed to a full term, with the development, approval, administration, and management of the Highway Department's improvement and maintenance projects as requested by the LPA.

Services may include reviewing and signing documents, assisting with construction administration, and assisting with preparation of budgets. Projects may include, but not be limited to, the following:

- CH 24, Reas Bridge Road Project, Section 14-00268-05-BR.
- CH 41 & CH 55, Wyckles Road, CIR Resurfacing, Section 20-00301-00-PV
- CH 19 Extension, Illinois Street Bridge, Village of Niantic, Section 20-00304-00-BR
- CH 30, Elwin Road Bridge, Section 20-00305-00-BR
- Lost Bridge Road Bridge Joint Rehabilitation, Section 16-00280-00-BR
- CH 61, Storm Sewer, Section 22-00317-00-DR
- Drummer Road Bridge, Austin Township, Section 07-01118-00-BR
- Strawn Road Bridge, Austin Township, Section 07-01119-00-BR
- CH 34, Church Street Box Culvert, Section 21-00313-00-BR
- County General Maintenance, 23-XXXXX-XX-GM
- Township Road District General Maintenance, 23-XXXXX-XX-GM

Designated Engineer:

For the purpose of this agreement, WHKS has designated Craig Fink, a Licensed Professional Engineer in the State of Illinois and former County Engineer, to perform the review and signing of documents as outlined above. Additional WHKS staff will assist in the review of documents for signature, construction administration, and budgetary issues as directed by Craig or as requested by the LPA.

Fee estimate:

For the purpose of the contract limit, assume 20 hours of work at an average rate of \$200 per hour for a duration of 6 months plus expenses.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Macon	WHKS & Co.	Macon	VARIOUS

**EXHIBIT B
PROJECT SCHEDULE**

To be determined and coordinated with County staff on project by project basis.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Macon	WHKS & Co.	Macon	VARIOUS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

- Agreement For** Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
- Consultant**
- Primary Consultant (Firm) Name** Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
- Contact Name** Insert the name of the contact for the firm listed to the left.
- Phone Number** Insert the phone number for the contact listed to the left, without dashes.
- Email** Insert the email of the contact listed to the left.
- Address** Insert the address of the firm listed to the left.
- City** Insert the city of the firm listed to the left.
- State** Insert the state of the firm listed to the left.
- Zip Code** Insert the zip code of the firm listed to the left.
- Agreement Exhibits** Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
- Exhibit A** Insert the scope of services covered by this agreement/ project. This exhibit is required.
- Exhibit B** Insert the project schedule that applies to this agreement/ project. This exhibit is required.
- Exhibit C** Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
- Exhibit D** Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
- Exhibit** Use the remaining boxes and lines to add additional exhibits as needed.
- LPA Agrees**
- Method of Compensation** Select the method of compensation for this agreement by checking the applicable box.
- If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.
- If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.
- If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.
- If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk

**MACON COUNTY BOARD RESOLUTION
APPROVING AN INCREASE IN THE
MILEAGE REIMBURSEMENT RATE**

RESOLUTION NO. G-5516-02-23

WHEREAS, the Finance Committee met on January 30, 2023, and discussed the IRS announcement regarding the 2023 Standard Mileage Rate; and

WHEREAS, the Finance Committee agreed to follow IRS regulations regarding mileage reimbursement; and

WHEREAS, the said amount would be increased from the current 62.5 cents per mile to 65.5 cents per mile for business miles driven effective February 9, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves adhere to the IRS regulations regarding mileage rates.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 9^h day of February, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS PROPERTY
BY THE MACON COUNTY
TREASURER'S OFFICE**

Resolution No. G-5517-02-23

WHEREAS, the Macon County Treasurer's Office has surplus property that is no longer relevant in today's times or needed; and

WHEREAS, the property has been determined to be either obsolete (tractor feed report file cabinets, broken typewriters) therefore not usable by the Treasurer's Office or any other County department; and

WHEREAS, the Macon County Treasurer desires the authority to dispose of said property, and

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the Treasurer's Office is authorized to take any steps necessary to dispose of said property, including but not limited to, recycling, selling, or destroying said property.

PRESENTED, PASSED, and APPROVED this 9th day of February, 2023.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A:	
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4 Drawer Filing Cabinet 730	Obsolete
2 Drawer Filing Cabinet 648	Obsolete