

RESOLUTION TO APPROVE  
THE EXECUTION OF A CONTRACT BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND  
THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, the Springfield-Sangamon County Regional Planning Commission wishes to continue its involvement in the University of Illinois' Graduate Public Service Internship Program under contract, as it has done since 2009; and

WHEREAS, the involvement of the Springfield-Sangamon County Regional Planning Commission in this program has been judged beneficial to both student interns and Planning Commission activities under its grant of Federal Highway Transportation Program funds; and

WHEREAS, funding for this internship contract is available in the Springfield-Sangamon County Regional Planning Commission's budget and its approved Transportation Unified Planning Work Program; and

WHEREAS, the Planning Commission will provide \$20,917.92 to the University in support of the internship of Ms. Amy Uden, a student at the University of Illinois at Springfield, for the period of August 16, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the members of the Finance Committee of the Sangamon County Board in session this 12<sup>th</sup> day of July, 2011, that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and the Board of Trustees of the University of Illinois is hereby approved.

Respectfully Submitted,

*[Handwritten signatures of committee members on lines]*

NOW THEREFORE BE IT RESOLVED, by the Sangamon County Board in session this 9<sup>th</sup> day of August, 2011, that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and the Board of Trustees of the University of Illinois is hereby approved.

RECEIVED

JUL 11 2011

Paul Palazzolo  
SANGAMON COUNTY AUDITOR

Andy Van Meter  
Chairman, Sangamon County Board

FILED

JUL 13 2011

*[Handwritten signature]*  
County Clerk

CONTRACT BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
AND  
Springfield Sangamon County Regional Planning Commission

CONTRACT

**1 INTRODUCTION**

This Contract is made and entered into between The Board of Trustees of the University of Illinois, a body corporate and politic on behalf of the University of Illinois at Springfield, hereinafter referred to as "University" and the Springfield Sangamon County Regional Planning Commission hereinafter referred to as "Agency."

**2 SCOPE OF SERVICES**

The University's Graduate Public Service Internship Program (GPSI), involving joint relationships between Illinois state government agencies and the University of Illinois at Springfield, provides selected graduate students with structured opportunities for professional growth. To that academic and professional end, the parties agree to the following conditions of participation in this program:

Agency

- 2.1 The Agency will provide \$20,917.92 to the University, to be used in support of one intern in the Graduate Public Service Internship Program for the period August 16, 2011 to June 30, 2012, hereinafter "placement period".
- 2.2 Agency will provide an appropriate graduate, professional level internship for the intern. This position will be 20 hours per week August 16, 2011 to May 15, 2012, and the agency equivalent of full-time hours per week May 16, 2012 to June 30, 2012.
- 2.3 Agency will assign a supervisor for the GPSI intern named in this Contract. The Agency supervisor will act as a mentor and supervisor, responsible for monitoring the intern's work performance and professional development.

University

- 2.4 University will appoint Uden, Amy to the Agency as the Agency's GPSI intern for the placement period.
- 2.5 University will use the funds provided by Agency to cover all costs associated with the intern, including stipend, professional development, tuition, and other intern and University costs associated with the program.
- 2.6 University will appoint a GPSI director who will be responsible for the general development and placement process for the GPSI Program.

**3 EFFECTIVE DATE AND DURATION OF CONTRACT**

Term of Contract

- 3.1 The term of this Contract shall be from August 16, 2011 to June 30, 2012, unless terminated as provided herein.
- 3.2 If the intern has completed his/her GPSI internship under this contract by June 30, 2012, the Agency agrees to enter into a new second year contract with the intern for the term of July 1, 2012 to May 15, 2013. The second year position will be the agency equivalent of full-time hours per week from July 1, 2012 to August 15, 2012, and 20 hours per week August 16, 2012 to May 15, 2013. Entering into a new second year contract is contingent on: (i) satisfactory performance by the GPSI intern during the term of this contract; (ii) receipt of the Agency of a funding appropriation; and (iii) the absence of any other budgetary restrictions.

## 4 TERMINATION

### Termination upon Intern Resignation or Termination

- 4.1 The Agency and/or the University may terminate this contract as a result of the resignation or termination of the intern prior to the end of the placement period. In the event of such resignation or termination, the University shall retain a prorated portion of the total contract amount. This prorated amount shall be calculated on the length of time the intern has worked, but shall not be less than 20% of the total. Funds that exceed the prorated amount will be refunded to the agency.

### Termination for Cause

- 4.2 The University may cancel the Contract for breach, as determined by the University, for items such as, but not limited to: failure to provide an appropriate professional development position for the intern, or if the quality or level of service is unsatisfactory to the University. This cause for breach may include any cessation or diminution of service which, in the opinion of the University, is not in the best interest of the intern, or any failure to comply with the terms of the Contract.
- 4.3 The University shall notify the Agency in writing of any Contract breach. The Agency shall remedy the breach within ten (10) working days. If the breach is not remedied in ten (10) working days, the University may cancel the Contract by giving at least ten (10) working days written notice of its intention to cancel this Contract.
- 4.4 Should the University breach any terms or provisions of the Contract, the Agency shall serve written notice on the University setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) working days after receiving such notice, such breach shall cease and arrangements be made for corrections, the Agency may cancel the Contract by giving ten (10) working days written notice of its intention to cancel this Contract. In the event of cancellation for breach, the University shall be paid a prorated portion of the total contract calculated on the length of time the intern has worked, but shall not be paid less than 20% of the total.

## 5 NOTIFICATION

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Contract Number (or Purchase Order Number, (if applicable) in any notifications.

### Notices to the University shall be sent to:

Shawn Shures, Assistant Director  
Office of Graduate Intern Programs  
University of Illinois at Springfield  
One University Plaza, MS BRK 475  
Springfield, IL 62703-5407

### Notices to the Agency shall be sent to:

E. Norman Sims  
Executive Director  
SSCRPC  
200 South 9th Street - Room 212  
Springfield, IL 62701

## 6 ADMINISTRATION OF CONTRACT

The University Contract Representatives named below shall be the authorized representatives in all matters pertaining to procedures or the administration of the terms and conditions of this Contract. All matters of interpretation and/or approval shall be directed to the Contract Representative who will be the primary point of contact and coordinate any necessary response. Any substantive changes to any term or condition or work to be performed under the Contract must be made in the form of an amendment to this Contract and signed by original signatories to this Contract.

### University Contract Representative:

Donald Long, Coordinator  
Grants and Contracts  
University of Illinois at Springfield  
One University Plaza, MS PAC 525  
Springfield, IL 62703-5407

### University Technical Representative:

Shawn Shures, Assistant Director  
Graduate Internship Programs  
University of Illinois at Springfield  
One University Plaza, MS BRK 475  
Springfield, IL 62703-5407

## 7 COMPENSATION

### Rate of Compensation

- 7.1 The University shall receive compensation in the amount of \$20,917.92 for the period of this Contract as compensation for all work and services performed. This fee is to cover normal costs of the internship such as stipends, tuition, professional development and administrative expenses.

### Method of Payment

- 7.2 To receive payment, the University will submit an invoice to the Agency. The Agency agrees to pay the University on the following schedule:

<u>Date</u>	<u>Percent of Annual Total</u>
October 16, 2011	50%
January 30, 2012	50%

## 8 CERTIFICATIONS

To the extent applicable by law, the University and the Agency certify and/or agree to the following:

### 8.1 Delinquent Payments Certification

The University certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. University further acknowledges that the contracting State agency may declare the contract void if this certification is false or if University, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### 8.2 Anti-bribery

The University and the Agency each certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5 from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

### 8.3 Convicted of Felony

The University and the Agency each certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

### 8.4 Barred from Contracting

The University and the Agency each certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or a similar law of another state.

### 8.5 Drug Free Workplace

The University and the Agency each certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this Contract. The Drug Free Workplace Act requires, in part, that employers with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

8.6 International Boycott

The University and the Agency each certifies that pursuant to 30 Illinois Compiled Statutes 582 neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (Public Act 88-671).

8.7 Non-Discrimination and Equal Employment Opportunity

The University and the Agency each certifies to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The University and the Agency shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The University and the Agency each agrees to incorporate this clause into all Subcontracts under this Contract.

8.8 State-Appropriated Funds

If this Contract is funded from State of Illinois-appropriated funds, University understands pursuant to 30 Illinois Compiled Statutes 500/20-60(b) that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, University shall be paid for services performed under this Contract up to the effective date of termination.

8.9 Felony Certification

University certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the contract. University acknowledges that the contracting agency shall declare the contract void if this certification is false.

8.10 If this Contract is federally funded, Contractor certifies that:

- a. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. It has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Contract under a public transaction, violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement of receiving stolen property.
- c. It is not presently indicted or criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Part b of this certification.
- d. It has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.
- e. No Federal appropriated funds have been paid or will be paid by University to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- f. If any non-Federal funds have been paid or will be paid by University to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement,

University shall complete and submit Federal Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

8.11 State Board of Elections Registration

University certifies that it has read, understands, and is in compliance with Public Act 95-971 and will not make a contribution that will violate the Act. In general, Public Act 95-971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of the office of the incumbent Governor or for a period of 2 years after the contract term, whichever is longer. University certifies, in accordance with Public Act 95-971, as applicable:  University is not required to register as a business entity with the State Board of Elections;  University has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act and a copy of the official certificate of registration as issued by the State Board of Elections is attached.

8.12 Federal Taxpayer Identification Number and Legal Status Disclosure Certification

Under penalties of perjury, the University certifies that 37-6000511 is its correct Federal Taxpayer Identification Number (FEIN) and that 100067601 is its correct State Code Number. University of Illinois at Springfield does business as a Government Entity.

8.13 Applicable Law

The laws of the State of Illinois will govern this Agreement.

**9 AUDIT AND INSPECTION OF RECORDS**

- 9.1 30 Illinois Compiled Statutes 500/20-65 requires University to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to Agency under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Agency and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. University agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of Agency for the recovery of any funds paid by Agency under this Contract for which adequate books and records are not available.

**10 GENERAL STRUCTURE OF THE GPSI PROGRAM**

- 10.1 The Agency supervisor will, in consultation with the GPSI director, develop an internship experience that contributes to the professional growth and education of the intern.
- 10.2 The Agency supervisor will be responsible for providing a written evaluation of the intern's work to the GPSI director in April 2012. The University will provide the intern evaluation form.
- 10.3 In order to maximize the benefits of the program for both the intern and the Agency, the Agency agrees not to offer the GPSI intern named in this Contract a full-time position in the Agency until after the intern completes the normal tenure in the GPSI program. In the event of such breach of Contract, the University shall be paid a prorated portion of the total contract calculated on the length of time the intern has worked, but shall not be less than 20% of the total.
- 10.4 The GPSI director will consult with appropriate Agency personnel if it is determined that the internship does not contribute to the professional development of the intern. The GPSI director and Agency personnel will explore options to resolve the problem. If no agreement can be reached, the GPSI director will provide the Agency at least ten (10) working days written notice before terminating the placement, if termination is in the best interest of the intern. If there is sufficient cause to warrant an immediate termination, the Agency and/or the University reserve the right to do so.

- 10.5 If the intern has failed to satisfactorily perform assigned duties or has failed to meet the University's academic standards, the University reserves the right to terminate the intern's placement on the recommendation of the GPSI director. Being placed on University academic suspension constitutes grounds for termination of the intern from the GPSI program. The University will give the Agency ten (10) working days notice before termination of the intern. If there is sufficient cause to warrant an immediate termination, the Agency and/or the University reserve the right to do so.
- 10.6 When there is sufficient cause for termination based on the intern's unprofessional behavior in the Agency workplace, the Agency and the University have the right to terminate the intern without (10) working days notice. Under these extenuating conditions, the intern's termination will be effective at the conclusion of the termination consultation with the intern. The termination consultation will be conducted jointly by the Agency supervisor and the GPSI director.
- 10.7 Should the intern resign from the GPSI program, he/she must provide the GPSI director and the Agency ten (10) working days written notice prior to resigning the placement. The intern, irrespective of the notice requirement, shall be compensated for actual time worked. The stipend and tuition waiver shall be terminated effective with the date of resignation.
- 10.8 Should the intern resign or be terminated from the GPSI program, the Agency reserves the right to request the GPSI director to provide additional candidates for the purpose of replacing the intern. If mutually agreed upon by Agency and University, the Agency has the option to either amend said Contract or request that a new Contract be issued if a new intern is appointed.
- 10.9 Should an intern's regular work schedule coincide with an Agency observed holiday, the intern shall be given credit for actual hours scheduled to work on said holiday, with no requirement to make-up the hours. The intern does not get credit for full holiday hours if only scheduled to work a portion of the day.
- 10.10 University of Illinois policy states that GPSI interns are eligible for 52 hours of non-accumulative, non-compensable sick leave for the placement period. Sick leave tracking will be the responsibility of the GPSI office as defined in the GPSI intern policy manual.
- 10.11 University of Illinois policy states that GPSI interns are eligible for 10.5 hours of non-accumulative, non-compensable personal leave hours for the placement period. Personal leave time tracking will be the responsibility of the GPSI office as defined in the GPSI intern policy manual.

NEW HIRES -- FY12			
Contract Period: August 16, 2011 to June 30, 2012			
*Tuition (22 credit hours x \$290.75 per credit hour)	22	\$290.75	\$6,396.50
Student mandatory academic fee allotment		\$500.00	\$500.00
Stipend (1.5 months at full-time rate)	1.5	\$2,100.00	\$3,150.00
Stipend (9 months at 20 hours per week rate)	9	\$1,050.00	\$9,450.00
Professional Development			\$300.00
Administrative Costs			\$1,000.00
University Indirect			\$100.00
Worker's Comp (.0017 of total stipend)	0.0017	\$12,600.00	\$21.42
TOTAL			\$20,917.92
*22 credit hours = 9 credit hours/2011 fall term + 9 credit hours/2012 spring term + 4 credit hours/2012 summer term			

AGENCY INFORMATION – PLEASE PRINT

**Supervisor:** If the name printed below is incorrect, please enter the correct name of the intern's supervisor.

NAME Jeff Fulgenzi

AGENCY Springfield Sangamon County Regional Planning Commission

ADDRESS 200 S 9th - Room 212

CITY SPFLD ZIP CODE 62701 TELEPHONE 535-3110

FAX 535 3111 EMAIL JEFFFO@CO.SANGAMON.IL.US

Agency person to receive University billing invoice for the above named intern

NAME MARY JANE Niemann

AGENCY Springfield Sangamon County Regional Planning Commission

ADDRESS 200 South 9th Street - Room 212

CITY Springfield ZIP CODE 62701 TELEPHONE (217) 535-3110

FAX (217) 535-3111 EMAIL maryn@co.sangamon.il.us

AGENCY FEDERAL IDENTIFICATION NUMBER: 37-6017953

AGENCY PAYMENT MUST BE SENT TO:  
**University of Illinois at Springfield**  
P.O. Box 20817  
Springfield, IL 62708-0817



Signed and entered into by:

AGENCY: Springfield Sangamon County Regional Planning Commission

By \_\_\_\_\_  
Signature -- Authorized Official's Name

\_\_\_\_\_  
Printed -- Authorized Official's Name

\_\_\_\_\_  
Authorized Official's Title

\_\_\_\_\_  
Date

The Board of Trustees of the University of Illinois

By Walter K. Knorr Date: 6/21/11  
Walter K. Knorr, Comptroller

Attest Michele M. Thompson Date: 7-1-11  
Michele M. Thompson, Secretary

Form Agreement approved April 20, 2011, Office of University Counsel, Mark Henss

**PROCESSING:** Agency retains one fully executed signed original, and returns one fully executed signed original to: Shawn Shures, GPSI Program, University of Illinois at Springfield, One University Plaza MS BRK 475, Springfield, IL 62703-5407

Questions: Please contact Shawn Shures at 217.206.6153 or [sshur01s@uis.edu](mailto:sshur01s@uis.edu)