

**NOTICE OF SPECIAL SHELBY COUNTY BOARD MEETING**

December 17, 2024

**December 19, 2024 - 6:00 PM in Courtroom A**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Body Comment
5. Announce vacancy in County Board District #2 due to resignation of Mark Bennett
6. Announce vacancy in County Board District #7 due to resignation of Robert Orman
7. Presentation by Performance Services on Courthouse repairs/renovations
8. Discussion and vote on to approve the purchase of components to repair courthouse clock tower from Electric Time Company, Inc. with ARPA funds in the amount of \$10,231
9. Discussion and vote to approve using ARPA funds for installation of courthouse clock tower components by Holland and Holland Masonry and Crane, Inc. for \$25,165
10. Discussion and vote to approve the use of ARPA funds to purchase receiver system upgrade components for receiver site in Windsor IL from Global Technical Systems, Inc for \$15,689.91
11. Discussion and vote to approve the use \$50,000 in ARPA funds to assist in the purchase of two (2) patrol vehicles for the Shelby County Sheriff's department
12. Discussion and vote to approve the use of ARPA funds to contract with Performance Services for \$536,863 to perform Courthouse repairs
13. Discussion and vote to approve the use of \$125,000 in ARPA funds to contract with Sikich, LLP to perform pre-audit services for FY 2023, FY 2024, and FY 2025 annual audits and budget preparation and monitoring assistance services for FY 2025, FY 2026, and FY 2027
14. Discussion and vote to approve the use of \$113,000 in ARPA funds to contract with Lauterbach & Amen, LLP to perform audit services for FY 2023, Fy 2024, and FY 2025 annual audits
15. Discussion and vote to set compensation setting resolution for Board of Review District #2 retroactive to December 1, 2024
16. Discussion and vote to set compensation setting resolution for Shelby County Coroner retroactive to December 1, 2024
17. Discussion and vote to approve an appointment to the office of Shelby County Coroner
18. Discussion and vote to approve the 2024 tax levy for Shelby County
19. Public Body Comment
20. Adjournment

**SPECIAL MEETING OF THE SHELBY COUNTY BOARD**  
**December 19, 2024 at 6:00 PM**

Video archive of this meeting can be found at [shelbycounty-il.gov](https://shelbycounty-il.gov) under You Tube

The Shelby County Board met on Thursday, December 19, 2024, at 6:00 P. M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois for a special board meeting.

Chairman Mayhall called the meeting to order and all those present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Brown, McCormick, Price, and Wallace were absent. Wafford was tardy entering the meeting at 6: 55 PM. Edwards left the meeting at 6:30 PM due to work obligations.

Chairman Mayhall called for Public Body comment. There was none.

A vacancy was announced in County Board District #2 due to the resignation of Mark Bennett.

A vacancy was announced in County Board District #7 due to the resignation of Robert Orman.

Representatives Blaine Meadows and principal architect Tim Weber from Performance Services addressed the board about working with the county on some courthouse improvement projects. This company is a design and build firm. The County worked with Meadows on the window project and both men stated they are excited to continue the partnership.

Boehm made motion to approve the purchase of components to repair the courthouse clock tower. Pritchard seconded said motion. Tim Morse has been speaking with a company called Electric Time Company, Inc. The internal parts of the clock will take 6 weeks to build and are custom made. The clock face will remain the same. The cost of the parts to repair the clock will cost \$10,231 and ARPA funds will be used for this purchase.

Boehm's motion, with Pritchard's second passed by roll call vote (14 yes, 0 no). Ayes: Boehm, Cole, Edwards, Grant, Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, and Yantis. Nay: none.

Grant made motion to approve using ARPA funds for installation of the courthouse clock tower components by Holland and Holland Masonry & Crane, Inc. in the amount of \$25,165. Gregg seconded said motion, which passed by roll call vote (14 yes, 0 no).

Matlock made motion to approve the use of ARPA funds to purchase receiver system upgrade components for received site in Windsor from Global Technical Systems, Inc. for \$15,689.91. Pritchard seconded said motion, which passed by voice vote (14 yes, 0 no). Ayes: Boehm, Cole, Edwards, Grant, Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, and Yantis. Nay: none.

Matlock made motion to approve the use of \$50,000 in ARPA funds to assist in the purchase of two (2) patrol vehicles for the Sheriff's department. Boehm seconded said motion, which passed by roll call vote (14 yes, 0 no). Ayes: Boehm, Cole, Edwards, Grant, Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, and Yantis. Nay: none.

Boehm made motion to approve the use of ARPA funds to contract with Performance Services to perform Courthouse repairs in the amount of \$536,863. Yantis seconded said motion, which passed by roll call vote (14 yes, 0 no). Ayes: Boehm, Cole, Edwards, Grant, Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, and Yantis. Nay: none.

Ross made motion to use ARPA funds in the amount of \$125,000 to contract with Sikich LLP to perform pre-audit services for FY 2023, 2024, and 2025 annual audits and also assist with budget preparation and monitoring services for FY 2025, 2026, and 2027. are greatly needed. Motion and second passed by roll call vote (14 yes, 0 no). Ayes: Boehm, Cole, Edwards, Grant, Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, and Yantis. Nay: none.

Ross made motion to approve the use of \$125,000 in ARPA funds to contract with Lauterbach & Amen, LLP to perform annual audit services for FY 2023, 2024, and 2025. Cole seconded said motion, which passed by roll call vote (14 yes, 0 no). Ayes: Boehm, Cole, Edwards, Grant, Gregg, Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, and Yantis. Nay: none.

**Shelby County Board**  
**Special Meeting**  
**December 19, 2024**

Mayhall made motion to move item #16 Coroner compensation ahead of item #15 BOR compensation. Ross seconded said motion, and all voted aye by voice to approve (14 yes, 0 no).

Boehm made motion to set compensation for the Shelby County Coroner retroactive to December 1, 2024. Pritchard seconded said motion. Discussion was held. Pursuant to 50 ILCS 145/2 (A & B) the salary of elected officials must be set at least 180 days prior to those officials taking office. The prior board failed to address and set the salary for the coroner. Mayhall said this was brought to his attention late last week and he has worked closely with the State's Attorney and County Clerk to navigate what a solution might be. There is a lot of information to go through, AG opinions, and case law and the SA needs 100% clarity to render a legal opinion on this matter. Money has been budgeted, but with the salary not being set 180 days prior to December 1, that money can't be paid out at this time.

Mayhall made motion to table this item to allow time for more research. Ross seconded said motion, which passed by voice vote (13 yes, 0 no). (Edwards exited the meeting at 6:30 PM for work).

Ross made motion to table the compensation setting resolution for the Board of Review District #2 position. Grant seconded said motion, which passed by voice vote (13 yes, 0 no).

Cole made motion to approve an appointment to the office of Shelby County Coroner. Pritchard seconded said motion. Discussion was held. Mayhall informed the board that the county had received some good support from Moultrie County Coroner Lynn Reed. Mayhall also updated the board that he had spoken with Fayette County Coroner David Harris in the last 2 days. Harris is also president of the Illinois Coroner and Medical Examiner's Association and has been a very good resource. Options exist to work with coroners from other counties under a mutual aid agreement with participating agencies. The County is a member of the ICMEA and having this additional resource will allow the county some time to prepare to appoint a coroner and address the compensation issue. Since the county is without a coroner, we are also without deputy coroners as they have no coroner to work under. Harris is going to make sure the county has coverage and has been very gracious to work with other collar county coroners to make sure we have coverage in all areas. Mayhall told the board the job of the coroner is not a part time position and requires a person with sensitivity and compassion. Mayhall said he is grateful to Harris and the other coroners stepping in to help Shelby County as it provides some breathing room and time for the county to find a permanent solution. Families do not deserve any delays in their time of grief. Cremation permits will continue to be issued, and Harris and the IDPH will work together to sure certain someone at the State level can sign the death certificates in the absence of a Shelby County Coroner.

Wafford entered the meeting at 6:55 PM.

Ross made motion to table the appointment of a Coroner. Morse seconded said motion, which passed by voice vote (14 yes, 0 no).

Woolery stated there is a lot of research still required and she isn't prepared to offer a legal opinion without time to finish reviewing the information she has received.

Ross made motion to approve the tax levy for 2024 for Shelby County. Matlock seconded said motion. Boehm reported the levy numbers are the best guess estimate, and the proposed levy is within the guideline of how the levy can be raised, which is approximately \$200,000 over last year's extension.

Corporate - \$2,022,893  
IMRF - 900,000  
County Hwy - 252,122  
County Bridge - 365,000  
Mental Health - 550,000  
FASM - 196,528  
County Health 337,000  
Liability - 275,000  
Social Security- 375,000  
Coop Ext - 79,618

**Shelby County Board**  
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Unemployment -	19,500
Work Comp -	10,000
Airport -	<u>52,500</u>
Total	\$5,525,161
Ambulance -	\$0.00


Ross's motion, with Matlock's second, passed by roll call vote (14 yes, 0 no). Ayes: Boehm, Cole, Grant, Gregg Hardy, Matlock, Mayhall, Morse, Pritchard, Ross, Syfert, Tate, Wafford, and Yantis. Nay: none.

At this time, Chairman Mayhall called for Public Body Comment.  
Opinions/comments are summarized as follows:

Matlock stated she wished to decline all payments for serving on the board.  
Tricia Miller wished everyone a Merry Christmas and said this board has accomplished more in the last 2 meetings than the prior board did in 2 years. It is apparent a lot of work has been done in a short period of time.  
Boehm stated that in the absence of a County Coroner, a representative from the State can sign death certificates until Shelby County appoints a new Coroner. She also thanked Moultrie County Coroner Lynn Reed, and Fayette County Coroner David Harris for all of the assistance they have provided to Shelby County.  
Chairman Mayhall thanked many people (board members, elected officials, and his family) for all of the cooperation, effort, support and work put into county operations in the past couple of weeks. Mayhall stated he appreciated everyone coming together to make the county function. We own what is in front of us, we will get it taken care of and get it to the other side.

There was no further business to come before the county board.

Ross made motion to adjourn the special meeting. Tate seconded said motion, which passed by voice vote (14 yes, 0 no). The special meeting was adjourned at 7:25 PM.

  
\_\_\_\_\_  
Jessica Fox  
Shelby County Clerk and Recorder

SHELBY COUNTY

Dec. 19, 2024 SPECIAL MEETING

		ROLL CALL			QUESTIONS							
		MILEAGE	12/19/2024 P.M.	12/19/2024 P.M.	Clock ON MOTIONS TO Repair	10,231.- NAY	Crane ON MOTIONS TO install	Clock Holcomb Holcomb 25,165 NAY	Window ON MOTIONS TO Tower upgrade 15,689.41 NAY	ARPA 50,000.- ON MOTIONS TO 2 Sheriff's vehicles NAY		
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BOEHM, TERESA		✓		✓		✓		✓		✓	
	BROWN, TIM											
	COLE, CAROL		✓		✓		✓		✓		✓	
	EDWARDS, JULIE		✓		✓		✓		✓		✓	
	GRANT, CHRISSEY		✓		✓		✓		✓		✓	
	GREGG, JEFF	0	✓		✓		✓		✓		✓	
	HARDY, CLAY	20	✓		✓		✓		✓		✓	
	McCORMICK, HEATH											
	MATLOCK, CHRISTINE		✓		✓		✓		✓		✓	
	MAYHALL, TAD	14	✓		✓		✓		✓		✓	
	MORSE, TIM	0	✓		✓		✓		✓		✓	
	PRICE, GENE											
	PRITCHARD, AUSTIN		✓		✓		✓		✓		✓	
	ROSS, SONNY	24	✓		✓		✓		✓		✓	
	SYFERT, LARRY		✓		✓		✓		✓		✓	
	TATE, DON	40	✓		✓		✓		✓		✓	
	WAFFORD, CHRISTY											
	WALLACE, BRENT	50										
	YANTIS, CHAD	34	✓		✓		✓		✓		✓	

STATE OF ILLINOIS ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

Dec. 19, 2024 SPECIAL MEETING

		ROLL CALL			QUESTIONS							
			12/19/2024	12/19/2024	534,863 ON MOTIONS TO Court House	Repair Plat. Service	Si Kick ON MOTIONS TO Pre-Audit +	Budget Prep	Audit Services ON MOTIONS TO Lauterbach +	Amen LLP	2024 ON MOTIONS TO Tax Levy	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BOEHM, TERESA				✓		✓		✓		✓	
	BROWN, TIM											
	COLE, CAROL				✓		✓		✓		✓	
	EDWARDS, JULIE				✓		✓		✓			
	GRANT, CHRISSEY				✓		✓		✓		✓	
	GREGG, JEFF	0			✓		✓		✓		✓	
	HARDY, CLAY	20			✓		✓		✓		✓	
	McCORMICK, HEATH											
	MATLOCK, CHRISTINE				✓		✓		✓		✓	
	MAYHALL, TAD	14			✓		✓		✓		✓	
	MORSE, TIM	0			✓		✓		✓		✓	
	PRICE, GENE											
	PRITCHARD, AUSTIN				✓		✓		✓		✓	
	ROSS, SONNY	24			✓		✓		✓		✓	
	SYFERT, LARRY				✓		✓		✓		✓	
	TATE, DON	40			✓		✓		✓		✓	
	WAFFORD, CHRISTY											
	WALLACE, BRENT	50										
	YANTIS, CHAD	34			✓		✓		✓		✓	

**Shelby County Clerk - Jessica Fox**

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**From:** Robert Orman [REDACTED]  
**Sent:** Friday, December 13, 2024 12:40 PM  
**To:** Shelby County Clerk - Jessica Fox

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Jessica,  
Please give notice:

To whom this concerns,  
I am officially tendering my resignation as a Shelby County Board member. Effective immediately. 12-13-2024

Regards  
Robert Orman

[Yahoo Mail: Search, Organize, Conquer](#)

FILED  
DEC 13 2024

*Jessica Fox*

SHELBY COUNTY CLERK

**Shelby County Clerk - Jessica Fox**

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**From:** Shelby County District 2 - Mark Bennett  
**Sent:** Friday, December 13, 2024 10:03 AM  
**To:** Shelby County Clerk - Jessica Fox  
**Subject:** Fare well and good riddance

Jessica,  
Please accept this notice of my resignation from the Shelby County Board, effective immediately, December 13, 2024

**Mark Bennett**  
**District 2**  
**Shelby County Board**  
**2752 N 1700 East Rd**  
**Bethany, Illinois 61914**

**FILED**  
DEC 13 2024

*Jessica Fox*  
**SHELBY COUNTY CLERK**





December 16, 2024

Tim Morse  
Shelbyville, IL

Via E-Mail [REDACTED]

Subject: Quotation – **Rev. A** - Clock Equipment - Shelby County Courthouse - Shelbyville, IL

Dear Tim:

Thank you for your interest in Electric Time clocks. Per your request I am sending Data Sheets 471, 452, 42, 533, 467 & 483, plus page 5 of our latest tower clock brochure "Designing Time", along with our Standard Terms and Conditions of Sale.

We are pleased to quote on the equipment you requested, as follows:

- | Qty. | Description   |
|------|---|
| (4)  | SC1MI-WS-84-RA-G12, outdoor, rear access hand and movement assemblies for use with clock faces with 84" o.d. dial markings provided by others. Features include: Electric Time Company, Inc. Style C1MI-G12 rear access clock movement with mounting straps and bearing flange. <b>This movement will accommodate a maximum dial and wall thickness of 22" and requires a 2" dia. hole in the wall, please confirm wall thickness when ordering.</b> Aluminum minute and hour hands, Style "WS-84", to have a matte black polyurethane painted finish with a satin clear top coat. Bearing flange to be painted to match the clock hands, <b>OR</b> to be primed only for painting in the field (by others) to match the wall surface, <b>please specify.</b> Our standard painted finishes are: medium or dark bronze (matches Duranodic #312 & #313), off-white, matte-black, satin aluminum, forest green, red, bright white, blue or gold. Dial markings (84" o.d.) to be provided by others. |
| (1)  | Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure – Indoor & Outdoor Use. Automatically resets clock after power failures and for daylight saving time (if required). Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS – no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863.<br>Power Failure Event logging. Standard MI output – 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports   |

ELECTRIC TIME COMPANY, INC. 97 WEST STREET - MEDFIELD, MA USA 02052  
PHONE 508-359-4396 - FAX 508-359-4482 SALES@ELECTRICTIME.COM  
HTTP://WWW.ELECTRICTIME.COM

24 VAC hour strike output – configurable pulse output.

All of the above for the net (BUY) price of \$9,469.00, plus \$762.00 for shipping and handling to Shelbyville, IL including a lift gate delivery, or \$663.00 if a lift gate is not needed. This price does not include any sales taxes.

The minute hand of our Style “WS-84” clock hands measures 37-1/8” from the center point to the tip.

**Option – Background Plates with Dial Markings**

**As an option** we can provide (4) round flat aluminum background plates, 84” o.d., with Style “N” dial markings, both made of aluminum, with an off-white painted finish for the background plate and a matte black painted finish of the dial markings, including a satin clear top coat, for use with the above hand and movement assemblies for an additional \$20,900.00, plus \$1,216.00 for shipping and handling to Shelbyville, IL (**lift gate delivery not available**). ***Please specify if desired when ordering.*** **An optional outer trim ring, 84” o.d.**, made of aluminum with a matte black painted finish and a satin clear top, would be available for another \$3,580.00 (total for the four clocks) – ***please specify if desired when ordering.***

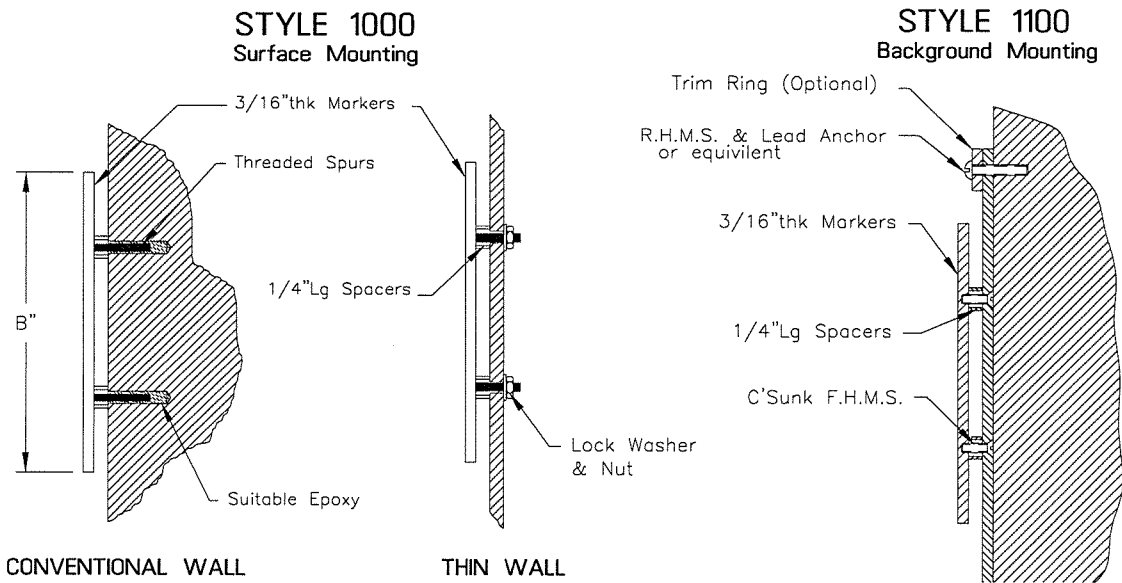
Since this equipment is custom built, on orders over \$1,000.00 we require a 40% deposit. We accept checks, credit cards, and ACH/wire payments. Payments made with a credit card are subject to a 3% convenience fee. Delivery is approximately 4 to 6 weeks after receipt of purchase order, deposit and release, F.O.B., Medfield, MA **for Option One**, or approximately 10 to 12 weeks **for Option Two**. Please see enclosed Standard Terms and Conditions of Sale.

If I can be of any further assistance please let me know.

Sincerely,

*Martina Galvin*  
Martina "Tina" Galvin  
msg@electrictime.com

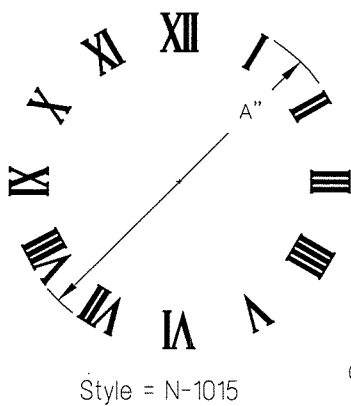
**STYLE 1000/1100 SILHOUETTE CLOCKS**  
INDOOR/OUTDOOR



CONVENTIONAL WALL

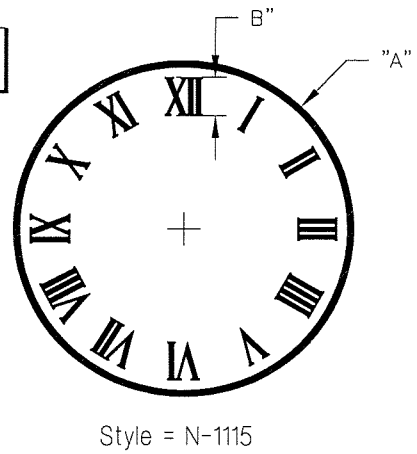
THIN WALL

Note: Specifications subject to change without notice.



Face Design      Size  
WP-N-1015  
Outside      Style  
Omit if indoors

\*Example of order #



STYLE	Ø A"	B"	Spur Size
1015/1115	15"	1-3/4"	#3-48
1018/1118	18"	2"	#3-48
1024/1124	24"	2-3/4"	#4-40
1030/1130	30"	3-1/2"	#4-40
1036/1136	36"	4"	#6-32
1042/1142	42"	4-3/4"	#6-32
1048/1148	48"	5-3/8"	#6-32
1054/1154	54"	6"	#6-32
1060/1160	60"	7"	#6-32
1066/1166	66"	7-3/4"	#8-32

STYLE	Ø A"	B"	Spur Size
1072/1172	72"	8-1/2"	#8-32
1084/1184	84"	10"	#10-32
1096/1196	96"	11-1/2"	#10-32
10108/11108	108"	13"	#10-32

**ADDITIONAL CLOCK FACES**

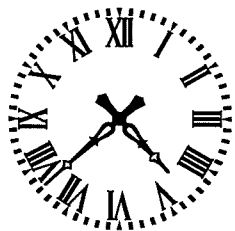
**DS-452**

NOTE: "\*" THESE HANDS ARE AVAILABLE FOR ADDITIONAL COST

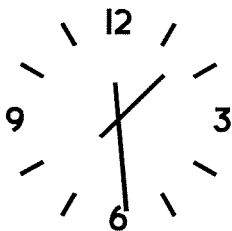
97 West Street, Medfield, MA 02052

p: 508.359.4396 f: 508.359.4482

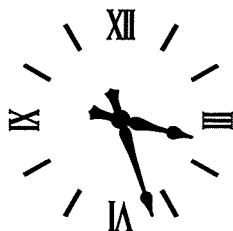
www.electrictime.com



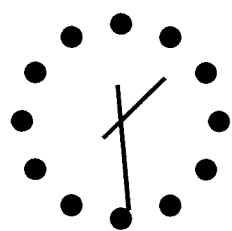
Face A / Hands MS-A



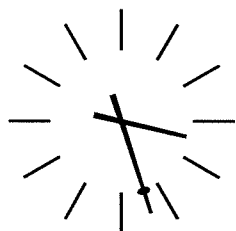
Face L / Hands LS



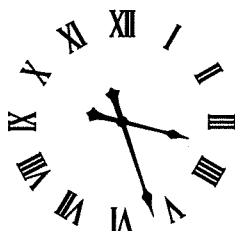
Face Ni / Hands WS



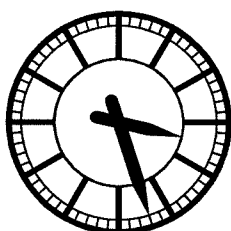
Face I / Hands LS



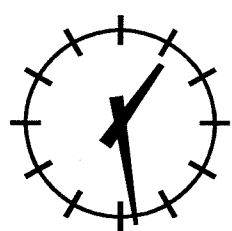
Face B / Hands HS



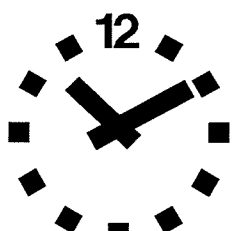
Face N / Hands AS



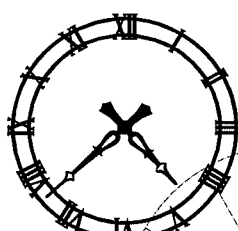
Face Q / Hands IS



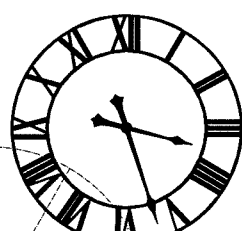
Face Z / Hands CS



Face C / Hands VS



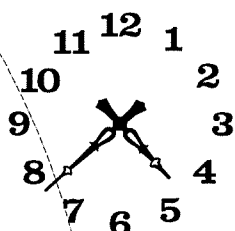
Face O / Hands MS-A



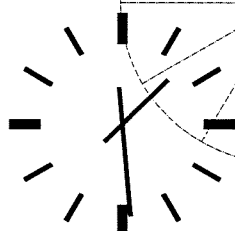
Face R / Hands AS



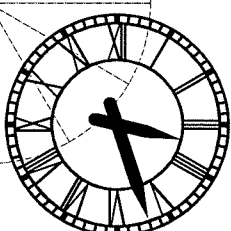
Face V / Hands WS



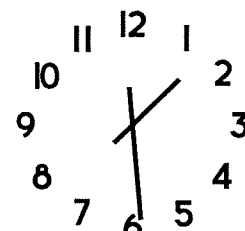
Face T / Hands MS-A



Face P / Hands LS



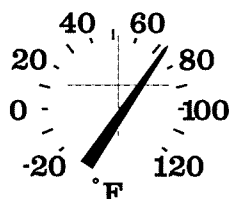
Face U / Hands IS



Face J / Hands LS



Face Y / Hands DS



Face X / Hands CS

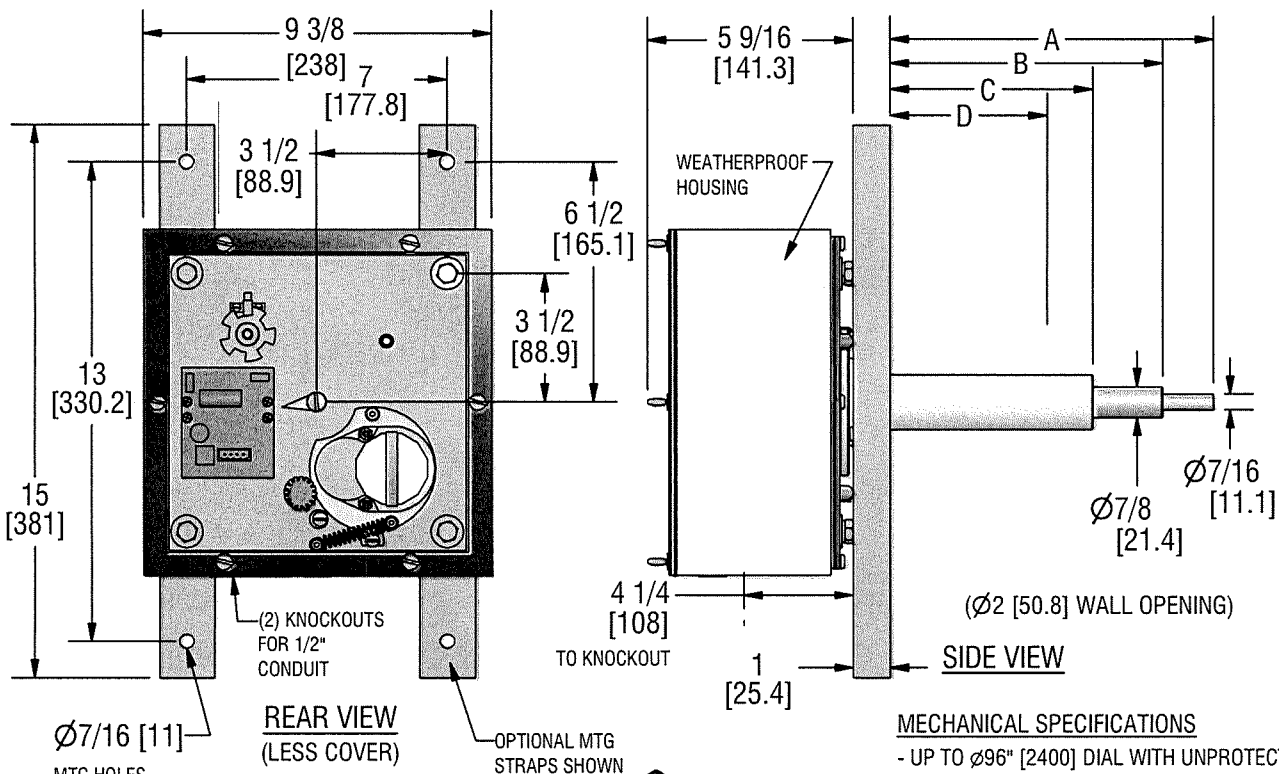
## C1 STYLE MINUTE IMPULSE MOVEMENT

DS-42M

97 West Street, Medfield, MA 02052

p: 508.359.4396 f: 508.359.4482

www.electrictime.com



### MECHANICAL SPECIFICATIONS

- UP TO  $\varnothing 96"$  [2400] DIAL WITH UNPROTECTED HANDS
- UP TO  $\varnothing 144"$  [3700] DIAL WITH PROTECTED HANDS
- CONSULT ELECTRIC TIME CO. FOR RECOMMENDED MOVEMENT AND HAND MOUNTING PROCEDURES

### ELECTRICAL SPECIFICATIONS

- 24VAC 60Hz 250mA 6W ( 8SEC/MIN RUN TIME)
- ALTERNATING DRIVE SIGNAL MINUTE IMPULSE OPERATION (USING ELECTRIC TIME CO. 99B-MI CLOCK CONTROLLER)

NOTE: SPECIFICATIONS  
SUBJECT TO CHANGE  
WITHOUT NOTICE.

PART NUMBER: MOV-T-C1MI-

	A	B	C	D**	NET WEIGHT (lb)	SHIPPING WEIGHT (lb)
G1	5 3/16 [ 131.8 ]	3 13/16 [ 96.8 ]	1 15/16 [ 49.2 ]	1 1/4 [ 31.8 ]	16	25
G3	8 5/8 [ 219.1 ]	7 1/4 [ 184.2 ]	5 3/8 [ 136.5 ]	5 [ 127.0 ]	17	35
G8	15 3/4 [ 400.1 ]	14 7/16 [ 366.7 ]	12 9/16 [ 319.1 ]	12 [ 304.8 ]	20	55
G10*	19 5/8 [ 498.5 ]	18 5/16 [ 465.1 ]	16 7/16 [ 417.5 ]	15 [ 381.0 ]	21	55
G12	27 3/8 [ 695.3 ]	26 [ 660.4 ]	16 7/16 [ 417.5 ]	22 [ 558.8 ]	22	58

\*FORMERLY G9 "C" WAS 12-3/16

\*\*MAX DIAL + WALL THICKNESS

SWEEP SECOND HAND VERSION AVAILABLE, SEE DS-41

ALL DIMENSIONS: INCHES [MILLIMETERS]

**C1MI-G12 MOVEMENT**

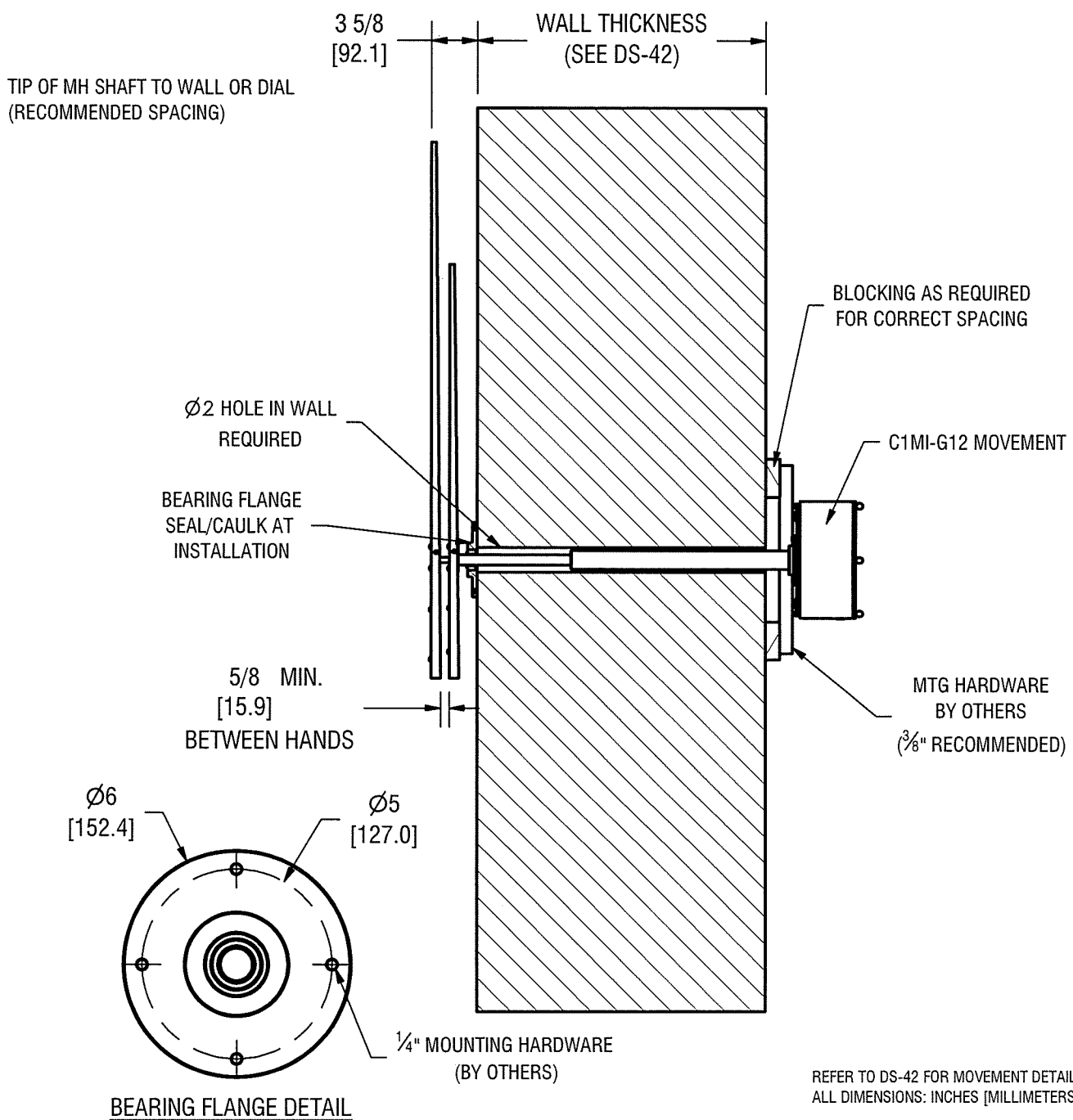
**DS-533**

**INSTALLATION**

97 West Street, Medfield, MA 02052

p: 508.359.4396 f: 508.359.4482

www.electrictime.com



Note: Specifications subject to change without notice

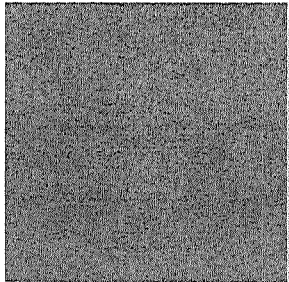
Data Sheet 467D

97 West Street, Medfield, MA 02052

p: 508.359.4396 f: 508.359.4482

www.electrictime.com

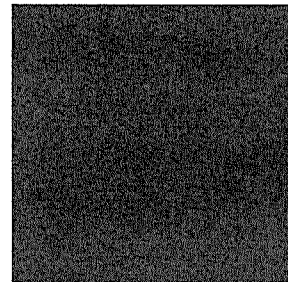
Available Finishes



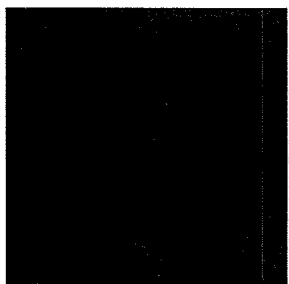
**Medium Bronze**  
(#312)



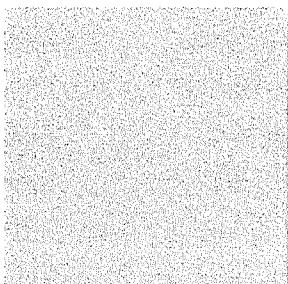
**Off-White**



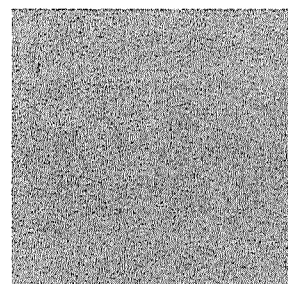
**Dark Bronze**  
(#313)



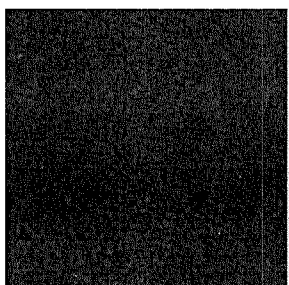
**Matte Black**



**Satin Aluminum**



**Gold**



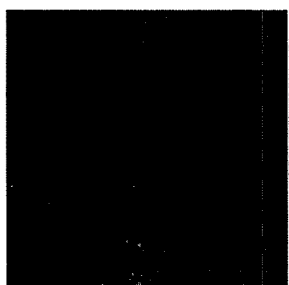
**Forest Green**



**Bright White**



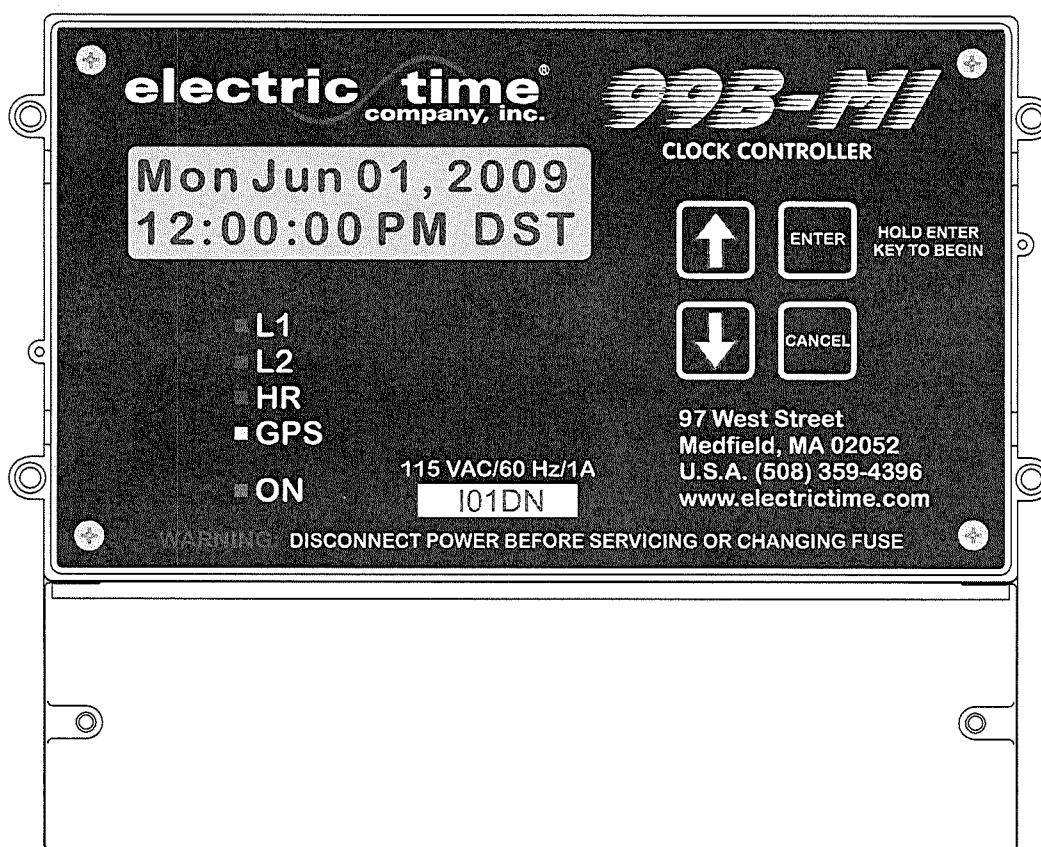
**Red**



**Blue**

For additional cost we can offer: Verde Green, Copper Patina, Gold Leaf, and brushed, circle-line or polished finishes over the base material. If you have a special finish not listed here please contact the factory.

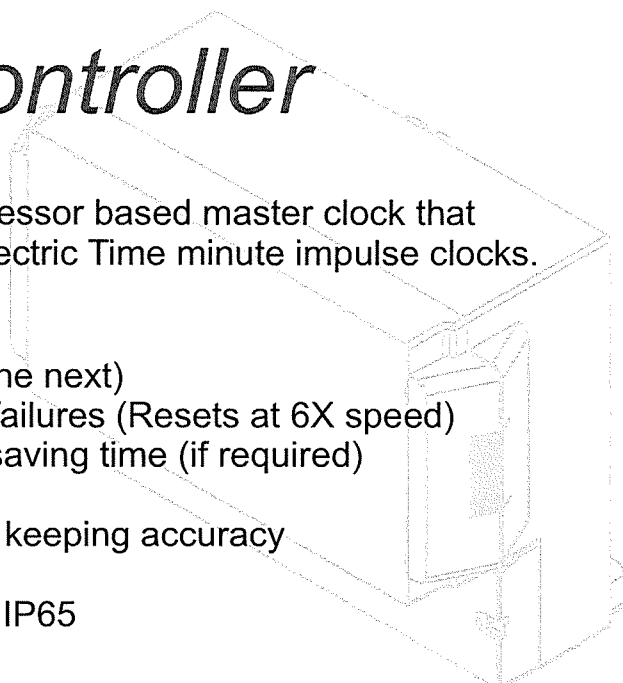
**NOTE: Specifications subject to change without notice.**



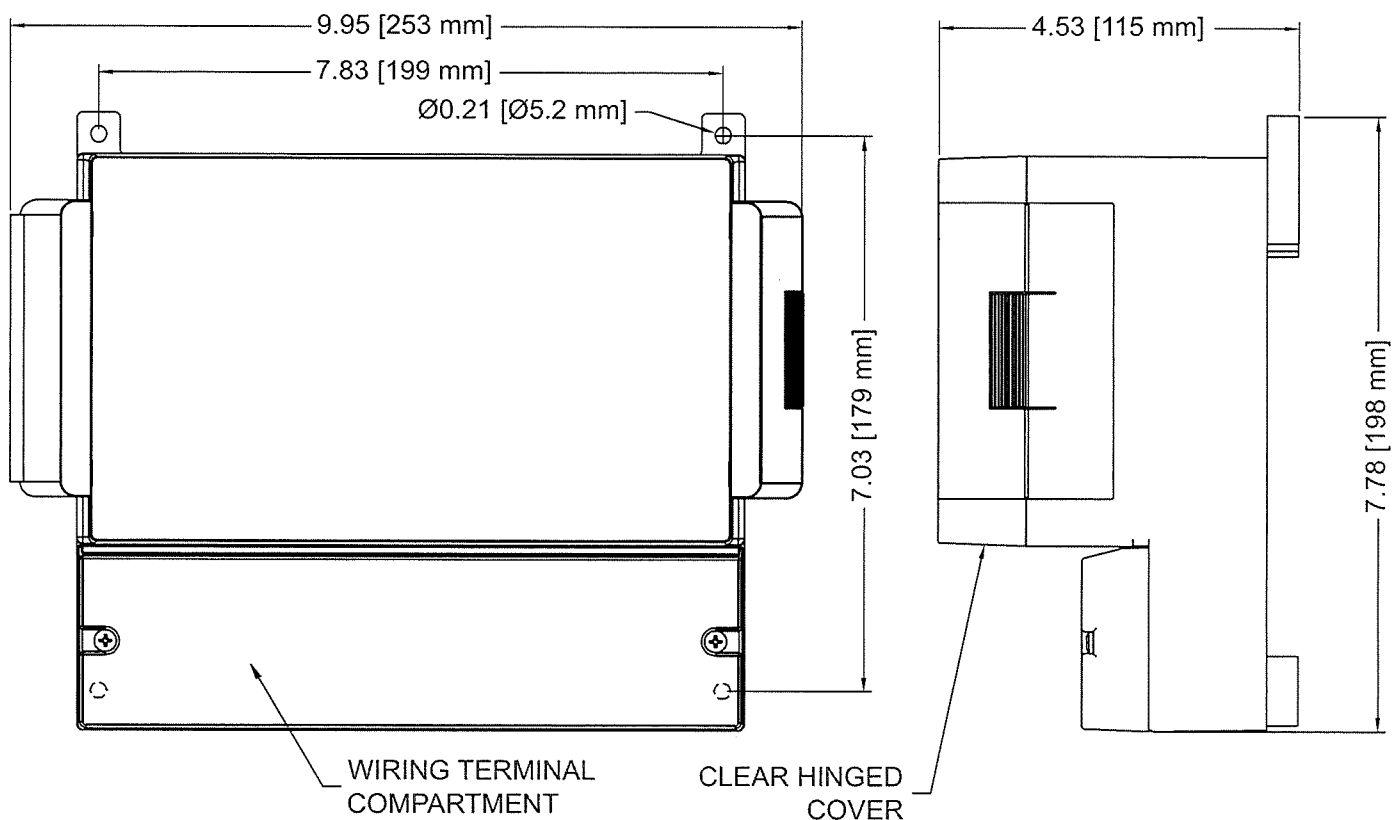
## 99B-MI Clock Controller

The 99B-MI Clock Controller is a microprocessor based master clock that provides completely automatic control of Electric Time minute impulse clocks.

- Provides "Minute Impulse" (MI) Control (Clock hands index from one minute to the next)
- Automatically resets clocks after power failures (Resets at 6X speed)
- Automatically resets clocks for daylight saving time (if required)
- Precision Quartz Time Base
- Optional GPS interface for ultimate time keeping accuracy
- 10 Year Battery Backup for time base
- For indoor or outdoor use - Protected to IP65
- ETL listed to UL 863





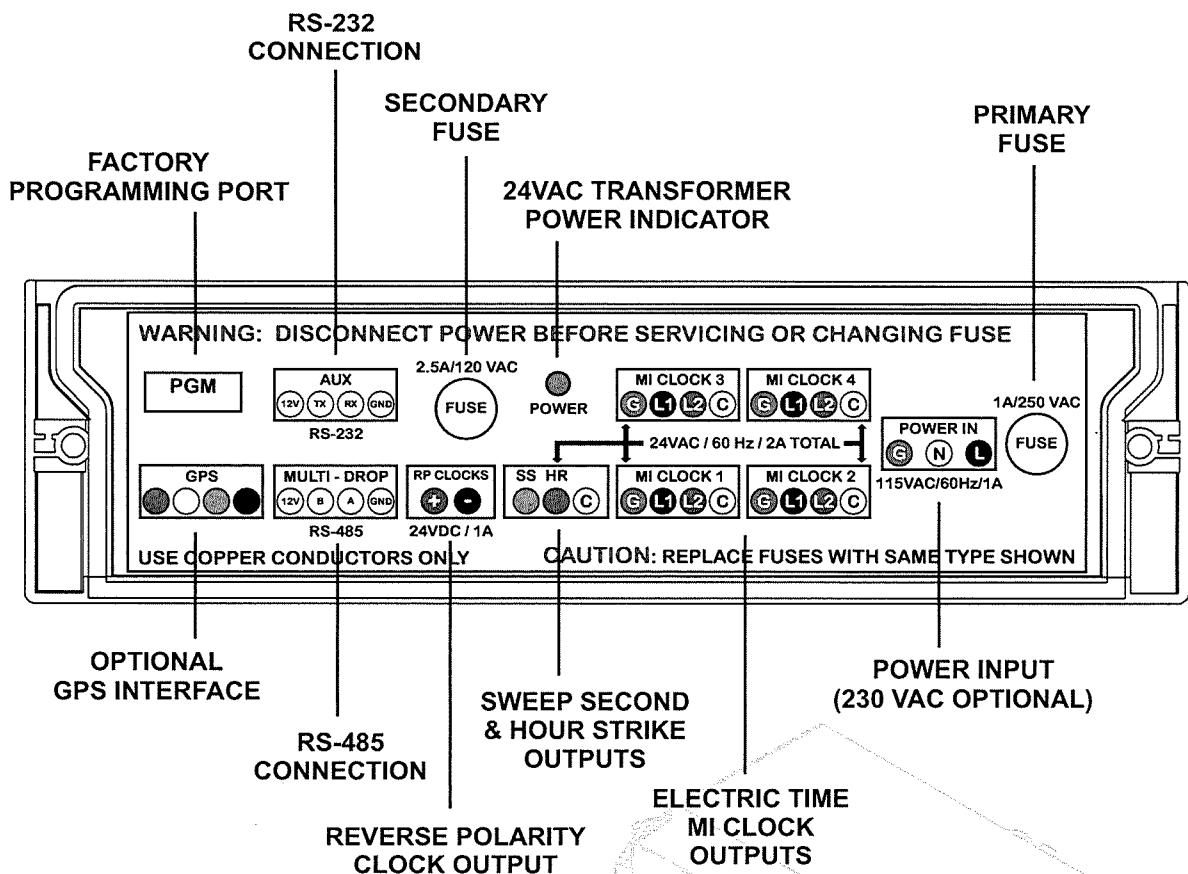


DIMENSIONS IN INCHES [MILLIMETERS]

### 99B-MI Specifications

<b>Input Power</b>	115VAC/50 or 60Hz/1A or 230VAC/50 or 60Hz/0.5A (Factory Preset)
<b>Clock Outputs</b>	<p>24VAC Minute Impulse</p> <ul style="list-style-type: none"> <li>• Controls up to (4) Minute Impulse (MI) Clocks</li> </ul> <p>24VDC Reverse Polarity</p> <ul style="list-style-type: none"> <li>• Controls up to (20) Reverse Polarity (RP) Clocks</li> </ul> <p>24VAC Sweep Second line (continuous power)</p> <ul style="list-style-type: none"> <li>• Controls up to (2) MI Clocks with Sweep Second Hands</li> </ul> <p>**For multiple clock arrays, contact Electric Time to verify maximum electrical loads on 99B-MI</p>
<b>Event Outputs</b>	24VAC Hour Strike (configurable pulse output)
<b>Communication</b>	RS-232 port, RS-485 port

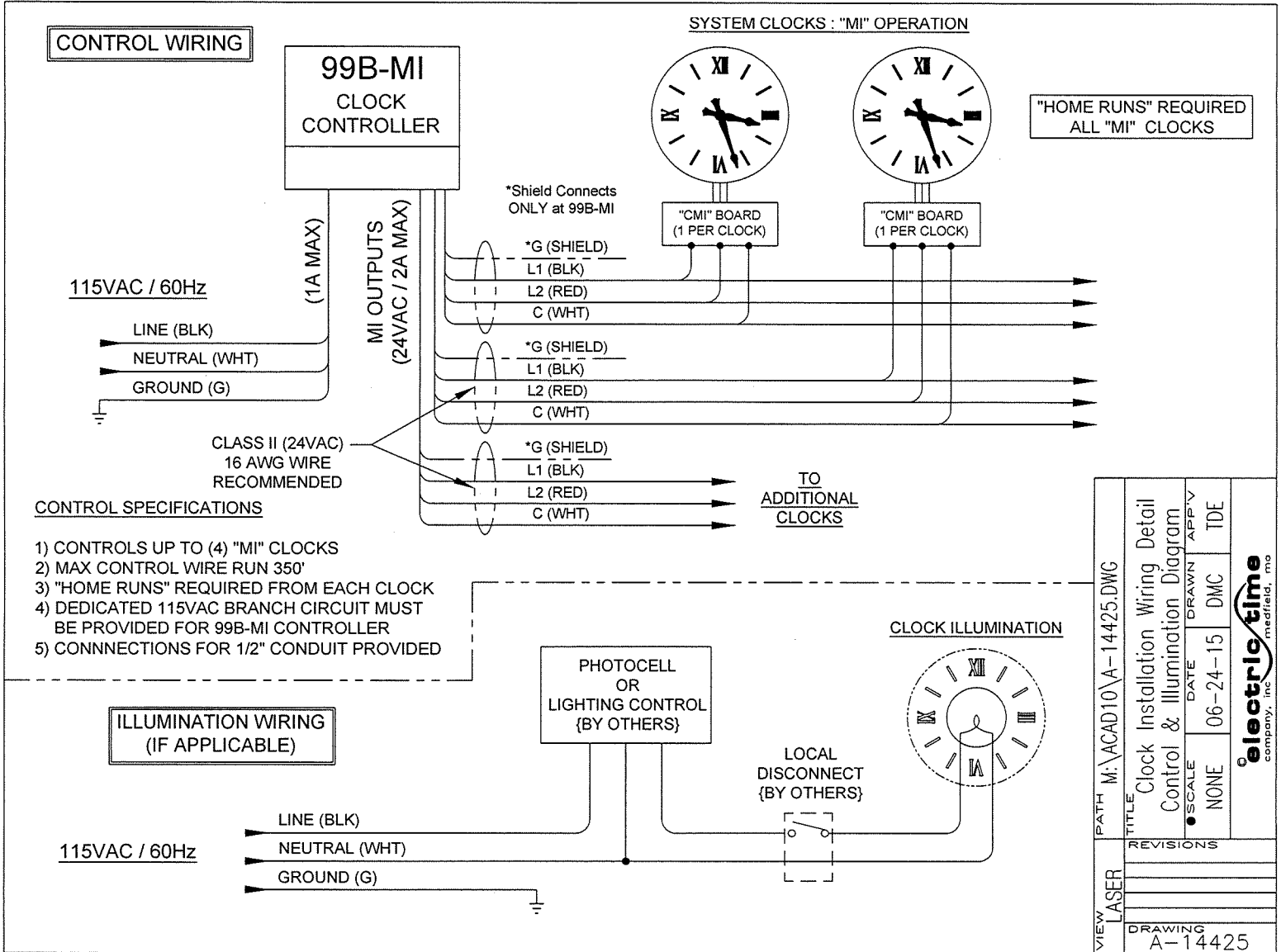
## Terminal Compartment Layout



Connection for ½" conduit provided for power input & MI Outputs  
Cable gland strain relief provided for all other connections

Maximum Minute Impulse control wire run 350 feet

Reference Electric Time Company Manual #274 for complete operation and installation instructions



## 1100 SILHOUETTE - MARKERS ON BACKGROUND

12"/30CM- 40'/1220CM  
Part Number: 11XX

### Product Description

Silhouette Design tower clock with background for indoor and outdoor applications in sizes from 12" to 40'. Features include:

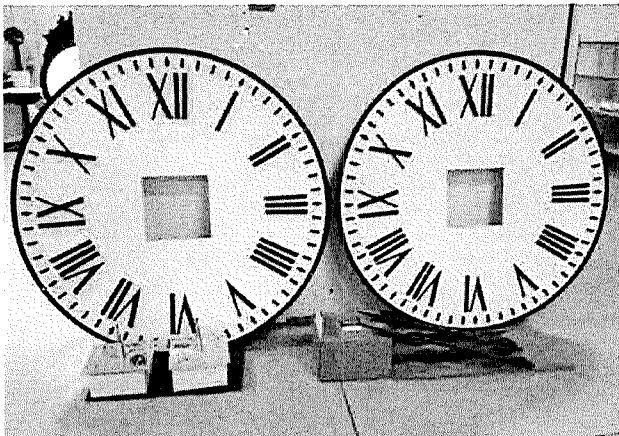
- Available without background see Style 1000.
- Clock consists of raised dial markings (typically aluminum) applied to the background plate.
- Clock movement typically accessed from the rear.
- Front access available where rear access is not possible.
- Shown with Type "WS" hands and Type "AI" dial markings.
- Available with any of our dial markings and hands, or ones of your own design.
- Controller required for operation.



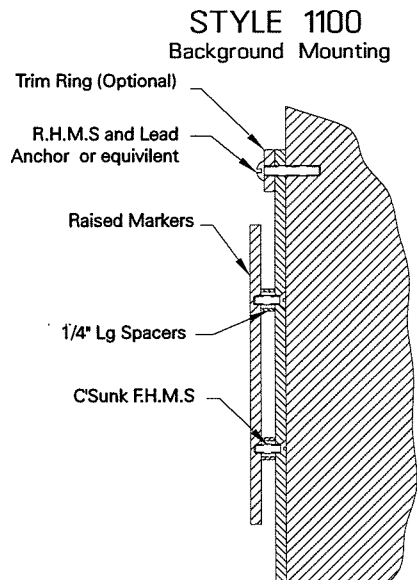
Westwood Fire Station

### Reference

- Data Sheet 471
- CSI Specification
- Request Info
- Online Information



Style 1100 Clock in our factory



1100 SILHOUETTE - MARKERS ON BACKGROUND



# Standard Terms & Conditions of Sale

97 West Street, P.O. Box 466
Medfield, MA 02052 USA
(p) 508.359.4396 (f) 508.359.4482
www.electrictime.com

**TAXES** Unless otherwise stated, prices are exclusive of applicable sales, excise or similar taxes of federal, state or local government. As a Massachusetts corporation, we collect only Massachusetts taxes. Any other applicable taxes must be reported and paid directly by the purchaser.

**INSURANCE** Any insurance requirements made by you which result in an expense to Electric Time Co., Inc., will be in addition to any published or quoted prices. Copies of insurance certificates are available on request. To be named as an additional insured for a specific project, there will be an additional \$250.00 one-time charge.

**PRICES** All prices are in U.S. dollars and payment is to be in U.S. dollars. Unless otherwise stated, if we provide a written quotation, we hold quoted prices for 90 days. Prices are subject to change without notice. It is our policy not to review and execute contracts for orders under \$25,000.

**SHIPMENTS** Unless otherwise stated, all shipments are made F.O.B., Medfield, MA, USA. All quoted lead times are approximate based upon current and projected work loads. Shipments will be made the least expensive and fastest way, taking into consideration the delivery and urgent need of your order, unless otherwise stated on your order. Prepaid freight charges will be added to invoices.

**CLAIMS** Upon acceptance from Electric Time Co., Inc. by the carrier, the material becomes the property of the consignee. All claims for damage, breakage or loss, concealed or obvious, must be made to the carrier by the consignee. Claims of short shipment must be made to Electric Time Co., Inc. within five (5) days of receipt of material.

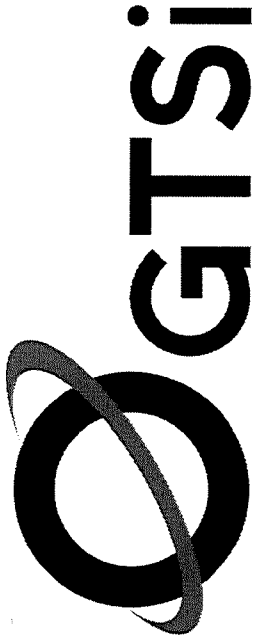
**PAYMENT** Orders under \$1,000.00 will require full payment with order. Since all the equipment we manufacture is custom built, we require a 40% deposit on any order over \$1,000.00. To establish an account with us, we require three credit references and the name of your bank with full addresses. If you do not care to open an account, we can ship upon receipt of final payment. All payments are due NET 10 days upon receipt of invoice. Final payment is due within 30 days after shipment of clocks invoiced. After 30 days, there will be a 1-1/2% interest charge per month on any unpaid balance. Minimum invoice charge is \$55.00. Payments made with a credit card are subject to a 3% convenience fee. For international sales, payment is to be made by wire transfer.

**WARRANTY** All equipment is sold subject to the mutual agreement that it is warranted by Electric Time Co., Inc. to be free from defects of material and construction, but our liability in connection with it shall be limited to replacing or repairing without charge at our factory any material or construction defects which become apparent within three years from the date on which new equipment is shipped, that we shall have no liability for damages of any kind arising from the installation and/or use of the apparatus by anyone, and that the purchaser by the acceptance of the equipment will assume all liability for any damages which may result from its use or misuse by the purchaser, his or its employees or by others. There is no guarantee or warranty or liability except as here stated.

**RETURNS** Since most of our clocks are custom built, in general, returns are not accepted. Standard stock items may be returned for credit, subject to inspection and acceptance, if prior authorization has been obtained from Electric Time Co., Inc. There will be a 20% restocking charge on all standard catalog items.

**FINISHES** Our standard paint colors are matte black, off-white, bright-white, satin aluminum, medium bronze (matches Duranodic #312), dark bronze (matches Duranodic #313), forest green, gold, blue and red. Other colors and finishes are available at additional cost.

Designing Time



GLOBAL TECHNICAL SYSTEMS INC



# DETAILED QUOTATION

PREPARED FOR: Shelby County Sheriff's Office  
 Sheriff Brian McReynolds  
 Bob Zakowski  
 151 N. Morgan  
 Shelbyville, IL 62565

SHIP TO: Shelby County Sheriff's Office  
 Sheriff Brian McReynolds  
 Bob Zakowski  
 151 N. Morgan  
 Shelbyville, IL 62565

QUOTE NUMBER: 120001965  
 QUOTE DATE: 12/12/2024  
 QUOTE EXPIRES: 01/11/2025  
 TERMS: Net 30  
 SHIP VIA: UPS Ground  
 CAM: EO80  
 PAGE NUMBER: 1

PHONE:  
 FAX:  
 EMAIL:

SCOPE OF WORK: ADD SYSTEM RECEIVER AT WINDSOR SITE.

LINE #	ITEM ID	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
100	120000085	TAIT	SINGLE RECEIVER SHELF	1	1,399.00	1,399.00
200	120000554	TAIT	PMU 12VDC/12VDC	1	2,314.00	2,314.00
300	100000086	TAIT	POWER CABLE	1	16.00	16.00
400	120000482	TAIT	SFE KEY P25 CAI-RX ONLY	1	3,949.00	3,949.00
500	120000598	TAIT	SFE TASK BUILDER	1	231.00	231.00
600	120000587	TAIT	SFE SATELLITE VOTER-RX ONLY	1	468.00	468.00
700	120000789	TAIT	TB94 RX ONLY	1	2,908.00	2,908.00
800	70000790	DECIBEL	150-158 3DB BROADBAND ANTENNA	1	572.91	572.91
900	70001453	TIMESMICRO	1/2" LMR FOAM DIELECTRIC CABLE	200	3.16	632.00
1000	103000000	MISCELLANEOUS	INSTALL PARTS	1	700.00	700.00
1100	70001447	LABOR		1	2,500.00	2,500.00

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**TERMS & CONDITIONS**

Payment terms are as set forth above, where satisfactory open account credit is established. Purchaser agrees to pay each invoice when due. A 3% convenience fee will be added to all credit/debit. In the event payment is not received according to the above terms, GTSI may, at its discretion, assess interest at a rate of 2% per month or the maximum rate allowed by law. Purchaser also agrees to pay reasonable legal fees or agency commissions sustained by GTSI in pursuit of payment which is past due. Sales Tax rate is assumed and may appear differently on invoice. If sales tax exempt, purchaser must provide GTSI with a tax exemption certificate acceptable to the relevant taxing authority. Illinois Telecommunications Excise Tax may apply and will appear on invoice. This document is to be considered proprietary and confidential information between the party listed above and GTSI.

SUBTOTAL: \$15,689.91  
 SALES TAX: \$0.00  
**QUOTATION TOTAL: \$15,689.91**

**GENERAL**

The following anticipated scope description is subject to change upon subsequent design and budgetary discussions with Shelby County. This work scope exhibit will be amended to reflect the final direction agreed upon by Shelby County before work is initiated. Reference plans with room numbers are provided at the end of the work scope.

**ACCESSIBILITY / COORDINATION**

All work will be completed during regular working hours. All utility shutdowns (if required) will be coordinated with Shelby County before the work commences.

Shelby County can operate from a single courtroom. Jury trials do not occur frequently, but if they do, a jury-ready courtroom must be available for approximately six weeks. Performance Services will coordinate noisy work with Shelby County when the court is expected to be in session.

**EXTERIOR RESTORATION**

Upon visual inspection, moisture appears trapped in the limestone base construction, as evidenced by interior and exterior finish damage. Performance Services will conduct a systematic water test to determine the source of moisture infiltration, including but not limited to grade/limestone transition, limestone façade, brick façade, stone/brick transition, and windows/doors. Performance Services will also conduct an interior air monitoring for humidity and the presence of mold spores. The condition of the underlying limestone will not be known until the interior and exterior finishes are removed. Once removed, Performance Services will conduct a visual observation of the limestone.

The windows have wood frames, and the paint is cracked and delaminated from the wood. Due to the historic nature of the openings, the interior and exterior paint will be tested for lead. The sealant type is unknown, and the window may not have a good seal.

Since this building is in a historic district with state grant funding, the Illinois Historic Preservation Office may require additional measures to protect or expose its landmark elements. Performance Services will engage the Illinois Historic Preservation Office during the design process to determine the extent and scope of these requirements.

The source of water infiltration into the exterior wall system must be addressed before repairs to interior and exterior finishes are made. The final scope of repair will be determined based on the results of systematic testing, Illinois Historic Preservation Office requirements, and contract value with input from Shelby County.

**FIRST FLOOR****CIRCULATION 101**

The existing fluorescent lighting will be replaced with new energy-efficient light fixtures. Any damage caused by removing and replacing light fixtures will be repaired and painted to match adjacent finishes.

**MEN'S TOILET 120**

Remove all millwork and associated plumbing. Provide a new accessible wall-mounted lavatory. Wrap all exposed piping at wall-mounted lavatories. Provide a new mirror and relocate soap and hand towel dispensers to accessible heights.

Paint all exposed piping, walls, and ceiling.

**WOMEN'S TOILET 118**

Replace corroded grab bars in the handicapped toilet stall and provide a new vertical bar. Remove trash can placed in clear floor space and replace with partition-mounted sanitary napkin disposal. Replace the corroded toilet paper dispenser with a new stainless steel. Provide insulation on exposed lavatory piping. Relocate the trash can and relocate/replace the hand towel and soap dispenser. Remount all toilet accessories at accessible heights.

Paint all exposed piping, walls, and ceiling.

**SECOND FLOOR**

**CIRCUIT COURT COUNTY BOARD 203 (COURTROOM B)**

Gallery benches will be relocated/modified to provide appropriate circulation space and accessible wheelchair spaces along an accessible route.

The jury box and associated seating will be removed, leaving the wood-paneled rail in place. The jury box seating will be salvaged and returned to Shelby County. New bench seating will be provided that is similar in design and finish to the existing gallery seating. The wood-paneled rail will be modified and refinished to accommodate minimum ADA clearances.

Install a lift in the witness stand that also serves the judge's stand.

The carpeting will be removed from the entire room and replaced.

The decorative chandelier and associated switches, pathways, and wiring will be removed to the nearest junction box. After removing the chandelier, adjacent acoustical tiles and grid will be replaced as required.

**HALL 204**

The carpeting will be removed from the entire room and replaced.

**CONFERENCE 205 (JURY B)**

The carpeting will be removed from the entire room and replaced.

**BATHROOM 205B (JURY B TOILET)**

The toilet and lavatory fixtures will be relocated to maintain accessible clearances within the toilet room without encroaching further on the Judge's Chambers. Existing sanitary lines and vents will be reworked. The GFCI outlet will be relocated adjacent to the new lavatory location. All finishes within and below the room removed or damaged during the work will be restored to their original condition. All toilet accessories will be removed and replaced with new mounted at accessible heights. All walls and ceilings will be repainted.



**THIRD FLOOR**

**COURTROOM 306 (COURTROOM A)**

The door leading from the Judge's chamber to the courtroom will be removed and relocated behind the judge's bench. A new lift and platform will be installed in the storage area, accessible from the judge's chambers, leading to the relocated door behind the judge's bench. A new six-foot ramp will be added to the witness stand and court clerk workstation.

The integrated fire escape door will receive a new code-compliant stair and exit sign. The wood stairs will have rubber treads/risers and a wood railing.

All light fixtures will be removed and replaced with new UV-safe anti-glare LED fixtures to protect historical artwork.

**MEN'S TOILET 308**

Add a vertical grab bar above the toilet.

**WOMEN'S TOILET 309**

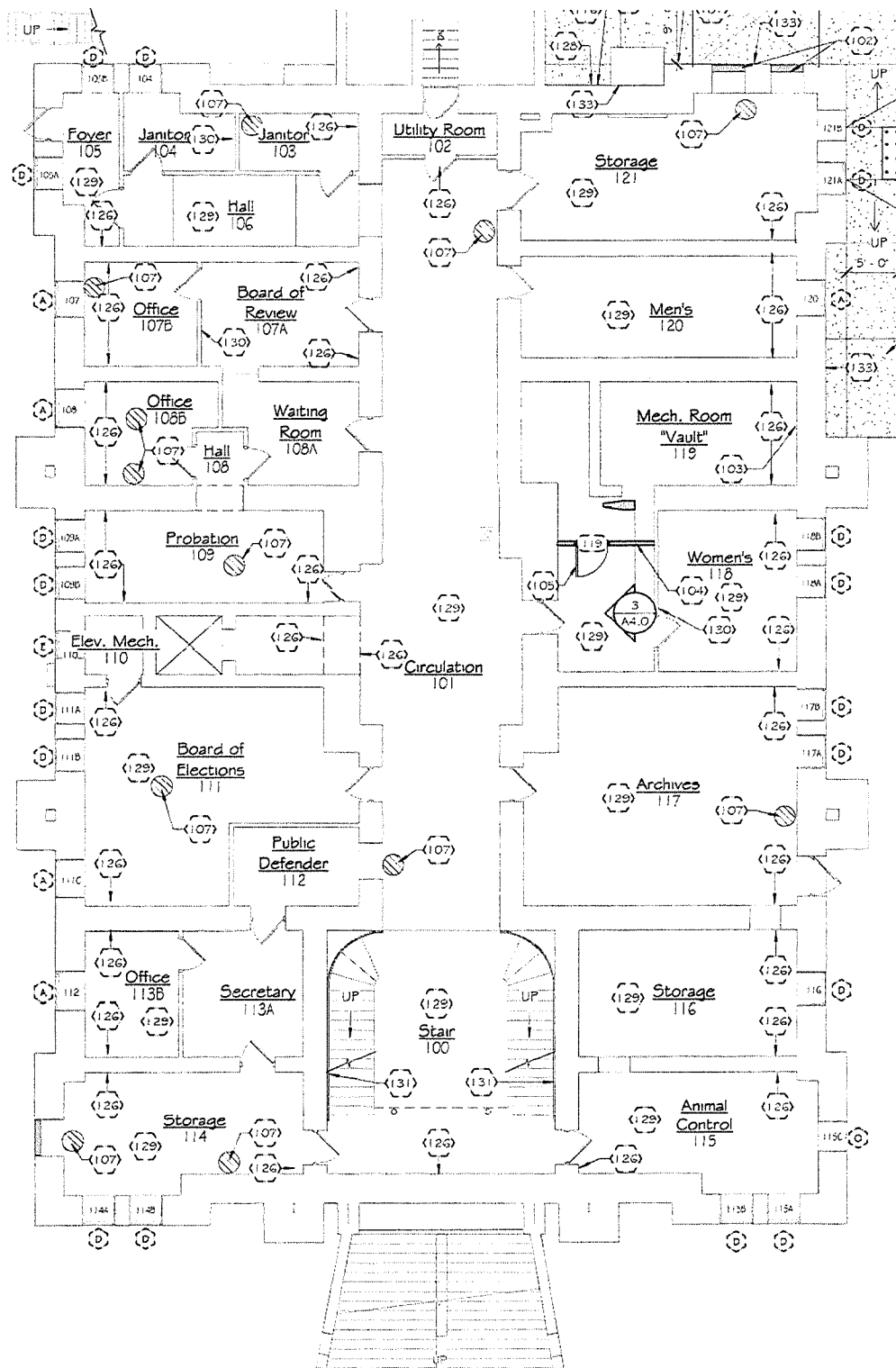
Add a vertical grab bar above the toilet.

**MEN'S TOILET 314**

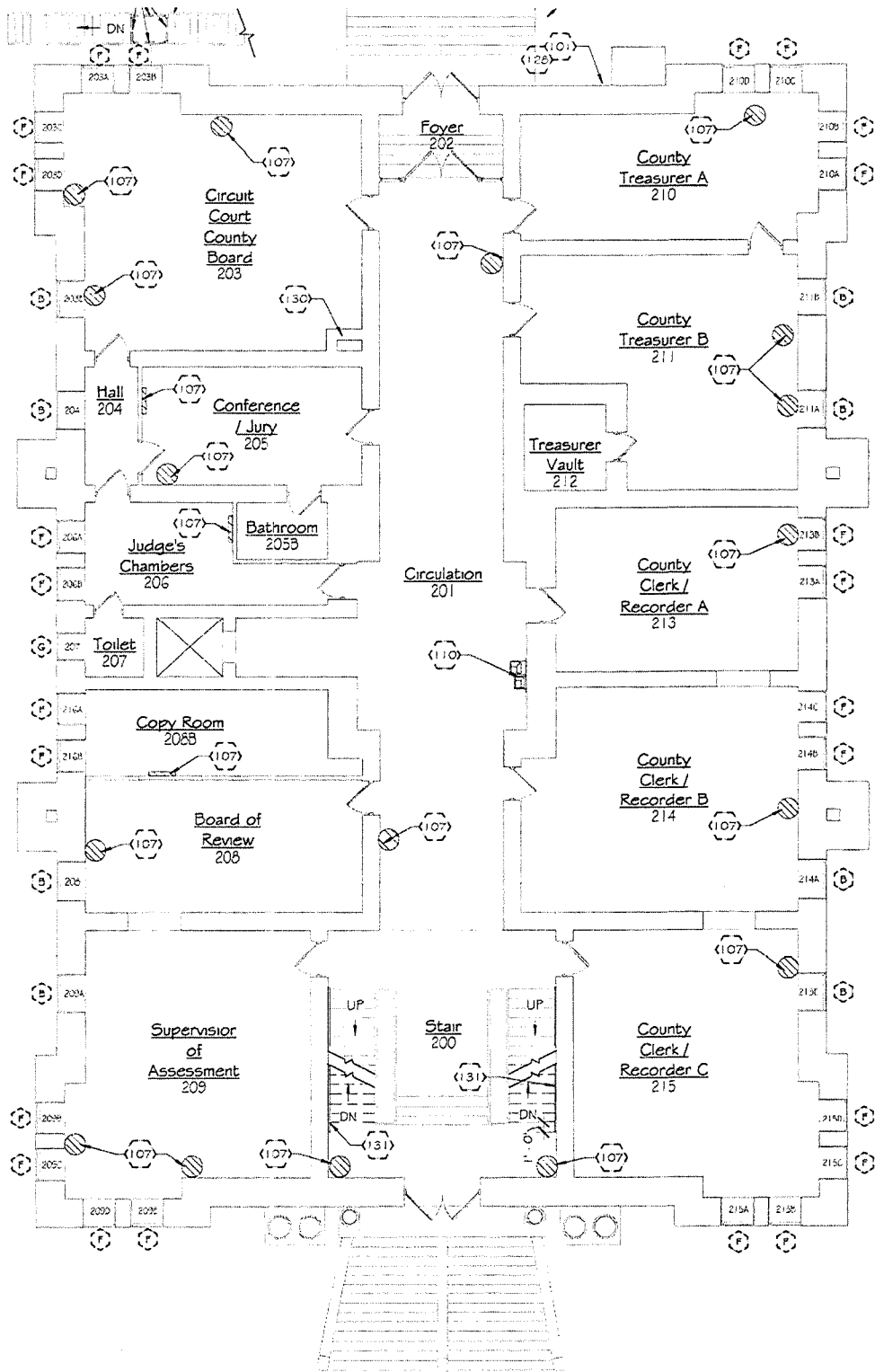
Reconfigure (1) toilet partition into a handicap stall. Add grab bars. Remove and replace mirrors over the lavatory with new ones to meet accessibility requirements. Wrap all exposed piping beneath the lavatories. Relocate all toilet accessories to accessible height. Paint all walls and ceiling.

**WOMEN'S TOILET 315**

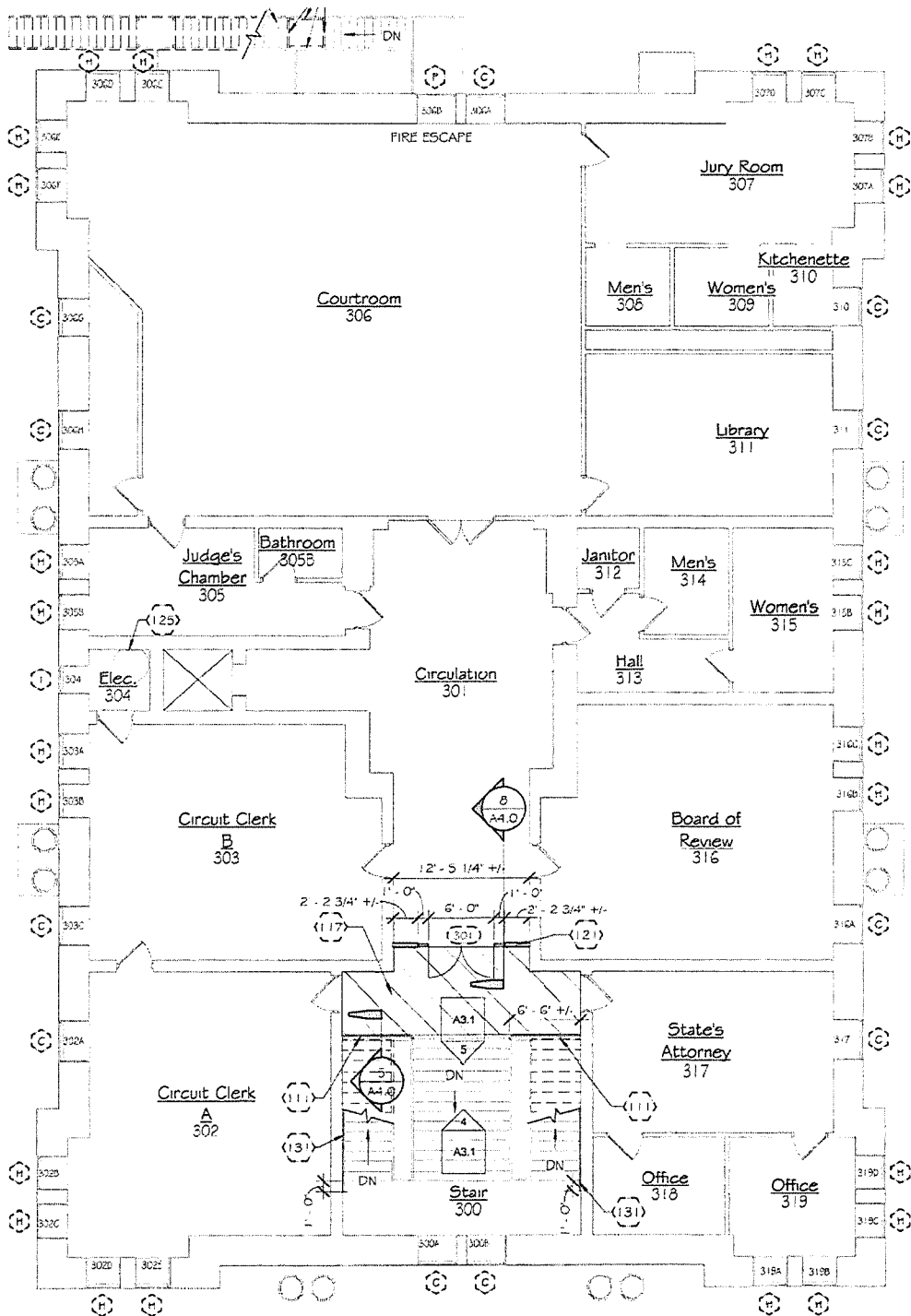
Reconfigure toilet partitions to convert (1) into a handicap stall. Add grab bars. Remove millwork and associated plumbing. Provide (2) new accessible wall-mounted lavatories with wrapped pipes. Remove existing mirrors and provide (2) new accessible mirrors over the new lavatories. Relocate all toilet accessories to accessible height. Paint all walls and ceiling.



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



# JOB ORDER CONTRACT

Contract No.: \_\_\_\_\_

This JOB ORDER CONTRACT (the "Contract") is made as of the \_\_\_\_\_ day of December, 2024, by and between Performance Services, Inc. ("PSI") and Shelby County, Illinois ("Owner"), concerning the following:

Owner: Shelby County, Illinois  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: Performance Services, Inc.  
4670 Haven Point Boulevard  
Indianapolis, IN 46280-2747

Project: Shelby County Courthouse Renovation, in accordance with The Interlocal Purchasing System (TIPS) Job Order Contract #211001.

Scope of Work: PSI proposes to provide the Scope of Work for Owner at the Project, as described in the Improvement List, a preliminary version of which is attached hereto as **Exhibit A** (the "Preliminary Improvement List") and the Plans and Specifications, which will be incorporated upon completion as **Exhibit B** (the "Plans and Specifications").

The Improvement List and the Plans & Specifications shall be finalized following completion of design and shall be mutually agreed to by the parties pursuant to a Contract Amendment, a form of which is attached hereto as **Exhibit C**.

Contract Price: One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00)

Owner and PSI agree that the Scope of Work shall be finalized pursuant to PSI's "open-book pricing" methodology available in the subject marketplace at the time of completion of design.

Terms of Payment: Monthly progress based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": Preliminary Improvement List  
"B": Plans and Specifications (to be incorporated upon completion)  
"C": Form of Contract Amendment

Owner certifies that i) the execution and delivery of this Contract has been duly authorized by all necessary corporate or official action required of Owner; ii) this Contract is a legal, valid and binding obligation, enforceable against Owner; and iii) this Contract satisfies any and all applicable procurement laws, rules and/or regulations of the State of Illinois.

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are



not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

QUALIFIED PROVIDER/CONTRACTOR:

SHELBY COUNTY, ILLINOIS

PERFORMANCE SERVICES, INC.

By: [Redacted Signature]

By: \_\_\_\_\_

Signature

Signature

*Tasha Marshall* CHAIRMAN

Printed Name and Title

Printed Name and Title

**TERMS AND CONDITIONS**

- SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.
- CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written modifications, addenda, amendments, scope modifications or additions to this Contract; and (3) the Improvement List. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in this Section 2.
- MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract.
- CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI shall be made via wire transfer. Within ten (10) days of execution of the Contract, Owner shall pay to PSI five percent (5%) of the Contract Price as a mobilization fee and one hundred percent (100%) of the engineering for the Project, as specified in the Proposal. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments on or before the 15<sup>th</sup> of each month for the value of work completed plus the amount



of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. Sales of materials are payable in cash on delivery of the goods. There shall be no retainage withheld from payments made under this Contract. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Contract is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. "Substantial Completion" is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. "Final Completion" is defined as the stage in the progress of the Work when all punch list items are complete. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and PSI is entitled to recover all costs of collection, including PSI's attorney fees, from the Owner.

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.
6. **SCHEDULE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom the PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, international tariffs and/or import duties imposed following the date of execution of this Contract, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. **IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.**
7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI



shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI for any increased costs.
  
9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, or the non-performance of which would impair the efficiency, scheduling or coordination of the work of Owner, PSI or PSI's subcontractors, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of ten percent (10%) for overhead and an allowance of five percent (5%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.
  
10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
  
11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
  
12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and





systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information and use the following, all of which PSI is entitled to rely upon in performing the Work: (1) Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site; (3) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable PSI to perform the Work; (4) A legal description of the site; (5) To the extent available, as-built and record drawings of any existing structures at the Site; (6) To the extent available, environmental studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at the Site; and (7) any other mutually agreed upon services and information.
14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course; (iii) there are no concealed or unknown subsurface conditions in the existing structure and there are no unusual soil or subsurface conditions at the site and the area where the work is to be installed consists of undisturbed virgin soil; (iv) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (v) it is the owner of the site; and, (vi) all tap in, connection and other types of fees and charges have been fully paid.
15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days' notice if such evidence has not been furnished within five days after such request.
16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other PSIs or arising outside the scope of this Contract.
17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent.
18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and



suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous under applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.
20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
<b>Commercial General Liability</b>	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$ 10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

21. **OWNER'S INSURANCE.** The Owner shall assume full responsibility for any risk of loss to adjacent property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. The Owner shall procure and maintain property insurance upon all property and premises (other than the



Work itself), in an amount equal to the total value of the property and premises on a replacement cost basis, and on all real and personal property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance shall insure against the risks included in an ISO special cause of loss form or equivalent without exclusions for the perils of fire, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal, windstorm, and hail. Owner shall also procure and maintain business interruption insurance and extra expense insurance in an amount sufficient to cover the necessary restoration period following a loss. Upon Substantial Completion, Owner shall assume full responsibility to insure the replacement value of the Project and the completed Work.

Upon Substantial Completion of the Project and upon each insurance renewal date, Owner shall deliver to Provider a certificate evidencing such insurance upon request of PSI.

- 22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages are covered by Builder's Risk insurance under Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved) for losses or damages covered by any insurance under Paragraph 21 herein, except such rights as either Owner or PSI may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or PSI to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk insurance or the insurance set forth in Paragraph 21 herein.
  
- 23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.
  
- 24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit PSI to fulfill its obligations under this Contract. Owner's Representative shall also provide PSI with prompt notice if it observes any failure on the part of PSI to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

- 25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Brian Ondyak  
Title: Vice President  
Address: 700 E. Butterfield Road, Suite 100, Lombard, IL 60148



Phone: (847) 466-7720  
Fax: (847) 466-7733  
Email: [bondyak@performanceserivces.com](mailto:bondyak@performanceserivces.com)

26. **DISPUTE RESOLUTION.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, PSI and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI and the Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. If mediation is unsuccessful, any and all disputes under this Contract shall be decided by confidential arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted in Indianapolis, Indiana and governed by Indiana law.

27. **INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified. Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.

28. **EVENTS OF DEFAULT.**

(a) By Owner. The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one of more of the following events: (i) Owner fails to make any payment as it becomes due in accordance with the terms of this Contract, and any such failure continues for five (5) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.



(b) **By PSI.** The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI's failure to perform its obligations in the manner and within the time prescribed by the terms of the Proposal subject to the provisions of Paragraph No. 6; or (ii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.

30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:

- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMIITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.

32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.

33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.

34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above.



35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Illinois. Venue and forum for any action or proceeding shall be in the county where the Project is located.
38. **ASSISTANCE WITH FEDERAL PROGRAMS.** The Internal Revenue Code allows various tax benefits to companies that implement energy efficiency and renewable energy projects with public entities in some situations. Owner agrees to assist PSI in applying for these federal programs, should any be applicable due to the execution of this Contract and the performance of the Work. PSI agrees to reimburse the Owner for any labor or other costs incurred by Owner in helping PSI complete applications for these programs.
39. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time, Owner agrees to grant PSI remote access as follows:
- (a) Access to Owner's HVAC system via VPN connection;
  - (b) Access to relay emails from the HVAC devices for alarm notification and energy reporting;
  - (c) Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;
  - (d) Access for use in commissioning HVAC devices;
  - (e) Owner understands and acknowledges that the building automation system for the Project will be uploading telemetry and building control system operating data to a centralized online repository for ease of management and reporting. Owner agrees to allow unrestricted outbound internet access as appropriate to facilitate communications from the equipment installed by PSI.

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END OF DOCUMENT

# DRAFT AIA® Document C103™ - 2015

## Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the « » day of « December » in the year « 2024 »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

« Shelby County, Illinois » « »  
« »  
« - »  
« »

and the Consultant:  
(Name, legal status, address, and other information)

« PSI Design » « - »  
« »  
« - »  
« »

Consultant's discipline:

« Architectural Services »

for the following Project:  
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

« Shelby County Courthouse Renovation »  
« »  
« »

The Owner and Consultant agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.



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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

*(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)*

« The project site is the Shelby County Courthouse. Consultant services to include design services associated with the ARPA funded scope of work.-»

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:  
« To be mutually agreed to by Owner and Consultant-»
- .2 Date for commencement of construction:  
« To be mutually agreed to by Owner and Consultant-»
- .3 Substantial Completion date:  
« To be mutually agreed to by Owner and Consultant-»
- .4 Other milestone dates:  
« To be mutually agreed to by Owner and Consultant-»

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.



**ARTICLE 2 CONSULTANT'S RESPONSIBILITIES**

§ 2.1 The Consultant shall provide the following professional services:

*(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)*

« Architectural and engineering design »

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

*(List name, address, and other information.)*

« Alex Lopez »

« - »

« - »

« - »

« »

« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») for each occurrence and « Two Million and 00/100 Dollars » (\$ « 2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») per claim and « Two Million and 00/100 Dollars » (\$ « 2,000,000.00 ») in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than « Five Hundred Thousand and 00/100 » (\$ « 500,000.00 »).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million and 00/100 Dollars » (\$ « 1,000,000.00 » ) per claim and « Two Million and 00/100 Dollars » (\$ « 2,000,000.00 » ) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.  
(Check one or both selections below.)

Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)
Not applicable	Not applicable

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

*(List name, address, and other information.)*

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§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

#### ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless

the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

## ARTICLE 6 CLAIMS AND DISPUTES

### § 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

### § 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

### § 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed,

the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

#### ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:  
*(Insert amount of, or basis for, compensation)*

« \$45,000-»

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:  
*(Insert amount of, or basis for, compensation.)*

« -»

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« -»

Employee or Category	Rate
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§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid « SixtyThree » ( « 630 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.  
*(Insert rate of monthly or annual interest agreed upon.)*

« Four » percent ( « 4.00 » %) « per annum »

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 8.6 Reimbursable Expenses**

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of « ZeroFive » percent (« 05.00 » %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

« - »

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**§ 8.7 Compensation for Use of Consultant's Instruments of Service**

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« - »

**ARTICLE 9 MISCELLANEOUS PROVISIONS**

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

#### ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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#### ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« ->»

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:  
(List other documents hereby incorporated into the Agreement.)

« ->»

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« ->»

(Printed name and title)

CONSULTANT (Signature)

« Alex Lopez » « ->»

(Printed name and title)





### Contract Price Amendment

This Contract Price Amendment is made as the 19<sup>th</sup> day of December, 2024, by and between Performance Services, Inc. ("PSI") and Shelby County, Illinois ("Owner"), with respect to that certain Job Order Contract entered into by and between PSI and Owner, dated 12/19/2024 (the "Contract"). All capitalized terms contained herein and not otherwise defined shall have the meaning ascribed to them in the Contract.

PSI and Owner hereby establish and mutually agree to the following terms:

1. The Contract Price shall be: \$ 536,863.<sup>00</sup>.
2. The Scope of Work shall be as described in the Improvement List, attached hereto and incorporated into the Contract as **Exhibit "A"**.
3. The Plans and Specifications shall be as attached hereto and incorporated into the Installation Contract as **Exhibit "B"**.

All other terms and provisions of the Installation Contract shall remain in full force and effect.

"OWNER":

SHELBY COUNTY, ILLINOIS

By: 

Printed/Title: TAS A. MANNING / CHAIRMAN

"PSI":

PERFORMANCE SERVICES, INC.

By: \_\_\_\_\_

Printed/Title: \_\_\_\_\_

November 25, 2024

The Honorable Chair  
Members of the Board of Trustees  
Shelby County, Illinois  
301 East Main Street  
Shelbyville, IL 62565

This Master Professional Services Agreement (this "Agreement"), effective as of November 25, 2024, between Sikich LLC, a Delaware limited liability company, ("Sikich", "we", "us", or "our") and Shelby County, Illinois ("Client", "you", or "your") sets forth the mutual agreements of the parties regarding Sikich's provision of one or more professional CPA services to Client, from time to time, as more fully described in Sikich Statements of Work (each, an "SOW") issued hereunder (collectively, the "Services").

This Agreement is intended to serve as the framework for entering into separate SOWs. The SOWs entered into pursuant to this Agreement shall be: (a) executed by authorized individuals on behalf of each of the parties, and (b) incorporated into this Agreement. Unless otherwise agreed by the parties, all SOWs that are entered into pursuant to this Agreement shall be governed by the terms of this Agreement and are hereby made part of, and incorporated into, this Agreement. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the SOW. This Agreement shall not govern engagements related to Sikich's affiliated entities or Sikich services or offerings other than CPA Services, and a separate agreement for such services will be required. To the extent the term of an SOW extends beyond the expiration or earlier termination of this Agreement, the terms of this Agreement shall apply to such SOW until expiration of such SOW.

The general terms governing this Agreement are as follows:

#### ENGAGEMENT ADMINISTRATION

In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third-party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us or in connection with the performance of this Agreement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information. Communications by email are authorized unless written objection is provided to us prior to any such communication.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers engaged by us.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

#### **FEES; INVOICES**

Our fees for the Services are detailed in the applicable SOW Addendum 2.

Services will be invoiced to you from time-to-time as work progresses and are payable within thirty (30) days or in accordance with applicable State statutes. Invoices not paid timely will have interest charged on outstanding balances at a rate of 1½% per month (or any fraction thereof) or in accordance with applicable State statutes. In accordance with our firm policies, work will be suspended if your account becomes ninety (90) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our Services for nonpayment, or other reasonable causes such as failure to provide the information or cooperation necessary for successful performance of our Services, our provision of Services will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In the event that you desire to hire a member of the Sikich staff within one year of the completion of this Agreement, a recruiting fee will be assessed at 30% of the first-year salary per hire and paid to Sikich upon our notification of such hiring.

If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees are payable upon presentation and will be rendered each month as work progresses or as detailed in the applicable SOW.

#### **RECORD RETENTION; CONFIDENTIALITY**

It is our policy to keep records related to this Agreement for seven years. However, Sikich does not keep any original client records, and we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. The documentation for this Agreement is the property of Sikich.

All information obtained in the course of performing our agreed professional Services, including but not limited to, statements, records, schedules, working papers, memorandums, reports, and all other documents and work product prepared by Sikich, will be considered confidential matters not to be disclosed to any other person or persons without your prior written permission, unless otherwise required pursuant to professional standards, statutory or regulatory authority, or court order. The foregoing obligation of confidentiality shall not apply to any information that was in the public domain at the time of the communication thereof to Sikich.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

#### INDEMNIFICATION; LIMITATION OF LIABILITY

You hereby agree to indemnify and hold harmless Sikich and its principals, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third-party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the Services will be limited to the total amount of fees we receive from you under the applicable SOW for the Services provided under such SOW giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our Services and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. In no event will Sikich be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement for the Services provided under this Agreement giving rise to the liability, or for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "**Sikich Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

#### DISPUTE RESOLUTION; GOVERNING LAW

If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty (60) days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

#### TERM; TERMINATION

If either party hereto desires to terminate this Agreement, or an SOW, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

#### **INDEPENDENT CONTRACTOR**

It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Sikich nor Client will have any authority to bind the other party to any contract or in any other manner. Sikich and Client do not intend to create a joint employer relationship, and Sikich and Client each represents that it is the sole employer of its employees. Sikich shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

#### **OFAC REPRESENTATION**

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

#### **NO THIRD-PARTY BENEFICIARIES**

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties.

#### **FORCE MAJEURE**

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

#### **NOTICES**

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Sikich at the following address:

If to Sikich:

Sikich LLC  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60653  
Attention: Brian D. LeFevre, CPA, MBA

With a copy to:

Sikich LLC  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60653  
Attention: Office of General Counsel

If to Client:

Shelby County, Illinois  
301 E Main Street  
Shelbyville, IL 62565

Attention: States' Attorney

#### SURVIVAL

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

#### MISCELLANEOUS

Entire Agreement: This Agreement, the Exhibits attached hereto and incorporated herein by reference, and the SOWs, constitute the entire agreement between Sikich, on one side, and Client on the other side, regarding the terms of this Agreement. In the event Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

#### ACCEPTANCE

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same, and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you. If you have any questions, please let us know.

Sincerely,

[Redacted Signature]

Brian D. LeFevre, CPA, MBA  
Principal  
On behalf of Sikich LLC

Acknowledged:  
Shelby County, Illinois

Name [Redacted]

Title CA Agent

Date 12/19/2024

**STATEMENT OF WORK  
2025-AS**

This Statement of Work (this "SOW") dated November 25, 2024 is entered into by and between Sikich LLC ("Sikich", "we", "us" or "our") and Shelby County, Illinois ("Client", "you", or "your") pursuant to the Master CPA Professional Service Agreement dated November 25, 2024 between Sikich and the Client (the "Agreement"), all terms of which are hereby incorporated herein reference.

First, it is important that you understand that our services will not satisfy any requirements for an audit in accordance with generally accepted auditing standards. We are accepting this engagement as accountants rather than as auditors. Therefore, we request that you do not record this as an audit engagement in your minutes and other memoranda.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, Sikich and Client agree as follows:

We will perform the following services (collectively, the "Services") listed in Addendum 1.

Our accounting services will cover the year ends listed in Addendum 1.

**OTHER NONATTEST SERVICES**

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services our services will continue to be governed by the terms of this Agreement.

**ENGAGEMENT ADMINISTRATION, FEES, AND OTHER**

Our fees for the services to be performed are found in Addendum 2. If significant additional time is necessary, we will discuss it with you. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Sincerely,



Brian D. LeFevre, CPA, MBA  
Principal  
On behalf of Sikich LLC

Acknowledged:

Shelby County, Illinois

Name 

Title CHAIRMAN

Date 12/19/2024



**ADDENDUM 1**  
**Outsourced Accounting Services**

This addendum is to specify the terms of our engagement with respect to the accounting services we will provide.

Sikich LLC will provide, unless otherwise noted, ongoing outsourced audit preparation and other accounting services for Shelby County, Illinois, as requested. These services will be performed remotely, with on-site visits performed as needed at agreed upon dates. Specifically, we will focus on the following:

**OTHER SERVICES**

- Assist with preparation of audit workpapers on a cash basis, in coordination with Shelby County representatives
- Advise the County and provide assistance with the conversion to the modified accrual/accrual basis of accounting, if requested
- Consult and support the County on the preparation of the budget and provide recommendations to improve the County's annual budget process
- Meetings with management, as requested
- Provide other accounting assistance, as requested by the County Board of Trustees or their designee(s)

**ADDENDUM 2**

**SCHEDULE OF FEES**

Our fees for these services will be based upon our standard hourly rates in effect during the performance of our work. These rates are subject to annual increases on January 1 of each year.

	Hourly Rate
Partner	\$ 420
Director	\$ 370
Senior Manager	\$ 340
Manager	\$ 290
Senior Accountant	\$ 215
Staff Accountant	\$ 195

Status updates, including hours worked, can be provided in increments agreed upon between the County and Sikich. The following tables provide a range of estimates for the services listed in Addendum 1.

Service	FY23	FY24	FY25
Audit Preparation – Cash Basis	\$60,000 to \$70,000	\$63,000 to \$73,500	\$66,150 to \$77,175
Audit Preparation – Accrual*	\$20,000 to \$30,000	\$21,000 to \$31,500	\$22,050 to \$33,075
<b>ESTIMATED TOTAL</b>	<b>\$80,000 to \$100,000</b>	<b>\$84,000 to \$105,000</b>	<b>\$88,200 to \$110,250</b>

\*Fee range applicable to year of conversion, ongoing accruals estimated at \$10,000 to \$15,000 annually

Service	Annual Estimate**
Budget Preparation Assistance	\$30,000 to \$40,000

\*\*Subject to annual increases each fiscal year



December 12, 2024

Members of the County Board of Trustees  
Shelby County, Illinois

We are pleased to confirm our understanding of the services we are to provide the Shelby County, Illinois for the fifteen months ended November 30, 2023, and the fiscal years ended November 30, 2024 and November 30, 2025.

*Audit Scope and Objectives*

We will audit the financial statements of the governmental activities, the discretely presented component unit, each major fund and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the County as of and for the fifteen months ended November 30, 2023, and the fiscal years ended November 30, 2024 and November 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The modified cash basis does not present RSI.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: combining fund statements, individual fund statements and other information as supplemental schedules.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

*Audit Scope and Objectives - Continued*

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

*Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit*

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

*Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit - Continued*

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, increased regulations by oversight bodies or granting agencies, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

Our audit of financial statements does not relieve you of your responsibilities.

*Audit Procedures – Internal Controls*

We will obtain an understanding of the County and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

*Audit Procedures – Compliance*

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

*Audit Procedures – Compliance - Continued*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County’s compliance and requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

*Other Services*

We will assist in preparing the financial statements, , schedule of expenditures of federal awards, related notes, and required audit adjustments, if any, of the County in conformity with the modified cash basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

*Responsibilities of Management for the Financial Statements and Single Audit*

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the modified cash basis of accounting; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers) and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

*Responsibilities of Management for the Financial Statements and Single Audit - Continued*

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be made available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



*Responsibilities of Management for the Financial Statements and Single Audit - Continued*

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

*Engagement Administration, Fees, and Other*

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lauterbach & Amen, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lauterbach & Amen, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the cognizant agency, oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

*Engagement Administration, Fees, and Other - Continued*

Our fees for the fifteen months ended November 30, 2023, and the fiscal years ended November 30, 2024 and November 30, 2025 audits will be:

	<b>Fifteen Months Ended 11/30/2023</b>	<b>Fiscal Year Ended 11/30/2024</b>	<b>Fiscal Year Ended 11/30/2025</b>
AFR (Audit Report)	\$70,000 Annual	\$73,500 Annual	\$77,200 Annual
Circuit Clerk Audit	\$15,000 Annual	\$15,800 Annual	\$16,600 Annual
Single Audit*	\$7,000 Annual	\$7,400 Annual	\$7,800 Annual
<b>Annual Total Costs of Services</b>	<b>\$92,000</b>	<b>\$96,700</b>	<b>\$101,600</b>

\* L&A notes charge for Single Audit is for 1 Major Program testing. Additional \$1,500 per additional program tested.

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. Please be advised that we will charge interest on late invoices over sixty days.

Lauterbach & Amen’s client portal is used solely as a method of exchanging information and is not intended to store the County’s information. At the end of the engagement, we will provide the County with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the portal. For multi-year engagements, this exchange will occur annually.

Upon completion of the engagement, data and other content will either be removed from the portal or become unavailable to Lauterbach & Amen, LLP within twelve months. For multi-year engagements, completion of the engagement occurs when the deliverables are completed for that year.

The County agrees that during the term of this agreement and for a period of twelve months thereafter, the County shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the County to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person’s annual compensation.

*Reporting*

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Board of Trustees of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

*Reporting - Continued*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Shelby County, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Cordially,

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Shelby County, Illinois.

By: \_\_\_\_\_

Title: \_\_\_\_\_


CHAIRMAN

**COUNTY LEVY FY 2024 – 2025**


Resolutions 2024 - 63 → 76

<u>LEVY</u>	<u>LEVIED</u>
Corporate	\$ 2,022,893.00
I. M. R. F.	900,000.00
County Highway	352,122.00
County Bridge	365,000.00
Mental Health	550,000.00
Federal Aid Matching	196,528.00
County Health	337,000.00
Liability	275,000.00
Social Security	375,000.00
Cooperative Extension	79,618.00
Unemployment	19,500.00
Workman's Compensation	10,000.00
Airport	52,500.00
<hr/>	
	\$5,525,161.00
<hr/>	
Ambulance	\$0.00
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Levy approved by the County Board at a special meeting held December 19, 2024.

  
\_\_\_\_\_  
Tad Mayhall, Board Chairman

ATTEST:

  
\_\_\_\_\_  
Jessica Fox, Shelby County Clerk


**TRUTH IN TAXATION  
CERTIFICATE OF COMPLIANCE**

I, the undersigned, hereby certify that I am the presiding officer of Shelby County, and as such presiding officer, I certify that the levy for Shelby County, a copy of which is attached, was adopted December 19, 2024 pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth In Taxation Law" or the levy does not exceed 105% of the previous year's extension.

This certificate applies to the 2024 levy.

Dated this 19th<sup>th</sup> day of December, 2024.

Presiding Officer Signature

  
Chairman of the Board  
Shelby County, Illinois