

FISCAL YEAR 2008 ORDINANCES TABLE OF CONTENTS

<u>DATE OF MEETING</u>	<u>ORD. #</u>	<u>DESCRIPTION/SPONSORS</u>	
12-04-07			
08-O-01		The Re-entry Employment Bid/Incentive Ordinance. Sponsors: Commissioners Collins and Steele; Co-Sponsors: President Stroger and Commissioners Butler, Claypool, Peraica, Sims, Suffredin, Beavers, Daley, Maldonado, Moreno, Murphy and Quigley	1
12-18-07			
08-O-04		An Ordinance enacting Chapter 18 Courts, Article II, Section 18-40 (Authorizing the Circuit Court Clerk of Cook County to establish a Fee to Finance Children’s Advocacy Centers). Sponsor: Commissioner Suffredin.....	5
08-O-05		An Ordinance enacting Chapter 78 Telecommunications, Section 78-51 (Cable and Video Customer Protection Law). Sponsors: President Stroger and Members.....	6
08-O-06		An Ordinance enacting Chapter 78 Telecommunications, Section 78-52 (Cable and Video Service Provider Fee and Peg Access Support Fee). Sponsors: President Stroger and Members.....	8
08-O-07		An Amendment to the Cook County Code, Chapter 38 Health and Human Services, Sections 38-41 and 38-42 (Swimming Facility Inspection and Fee Ordinance). Sponsors: President Stroger and Commissioner Butler; Co-Sponsors: Commissioners Gorman and Murphy	14
08-O-08		An Amendment to the Cook County Code, Chapter 32 Fees, Section 38-42 (Incorporate Fees of the Cook County Department of Public Health), as Amended. Sponsors: President Stroger and Commissioner Butler; Co-Sponsors: Commissioners Gorman and Murphy	16
01-09-08			
08-O-09		An Amendment to the Cook County Code, Chapter 2 Administration, Article VII Ethics, Division 3 Lobbyists, Section 2-633 (Lobbyist Registration Fee). Sponsor: President Stroger	19
08-O-10		An Amendment to the Cook County Code, Chapter 34 Finance, Article IV Procurement and Contracts, Sections 34-121 and 34-123. Sponsors: President Stroger and Commissioners Daley, Murphy, Beavers, Butler, Claypool, Gorman, Goslin, Maldonado, Moreno, Peraica, Quigley, Silvestri, Sims and Suffredin.....	21
01-23-08		CANCELLED	
02-06-08			
08-O-11		An Amendment to the Cook County Code, Chapter 32 Fees, Section 32-1 (Vital Records Fees), as Amended. Sponsor: Commissioners Murphy and Schneider	23

FISCAL YEAR 2008 ORDINANCES TABLE OF CONTENTS

<u>DATE OF MEETING</u>	<u>ORD. #</u>	<u>DESCRIPTION/SPONSORS</u>	
02-06-08			
08-O-12		An Ordinance enacting Chapter 38 Health and Human Services, Article IV, Sections 38-56 through 38-63 (Cook County Hospital Assessment Ordinance). Sponsor: President Stroger; Co-Sponsors: Commissioners Beavers, Butler, Daley, Goslin, Moreno, Murphy and Sims.....	25
08-O-13		An Ordinance Amending and Restating an Ordinance authorizing the execution of an agreement for a line of credit and related documents and the issuance of one or more promissory notes in connection therewith. Sponsor: President Stroger	33
08-O-14		An Amendment to the Cook County Code, Chapter 30 Environment, Sections 30-914 through 30-916 and Section 30-921 (County Clean Indoor Air Ordinance). Sponsor: President Stroger	40
08-O-15		An Ordinance Repealing Chapter 54 Licenses, Permits and Miscellaneous Business Regulations, Sections 54-312 through 54-325 (Displaced Building Service Workers Protection Ordinance [06-O-13]). Sponsor: Commissioner Peraica	43
08-O-18		An Amendment to the Cook County Code, Chapter 18 Courts, Section 18-35 (Increasing the court system fee collected by the Circuit Court Clerk of Cook County), as Amended. Sponsor: Commissioner Suffredin.....	47
08-O-19		An Amendment to the Cook County Code, Chapter 18 Courts, Section 18-32 (Increasing the court security services fee collected by the Circuit Court Clerk of Cook County), as Amended. Sponsor: Commissioner Suffredin.....	49
02-28-08			
08-O-20		An Amendment to the Cook County Code, Chapter 74 Taxation, Article IV, Section 74-150 through 74-152 (Home Rule County Retailers' Occupation Tax Ordinance). Sponsor: Commissioner Murphy; Co-Sponsors: Commissioners Beavers and Steele.....	51
08-O-21		An Amendment to the Cook County Code, Chapter 74 Taxation, Article V, Sec. 74-190 through 74-192 (Home Rule County Retailers' Occupation Tax Ordinance). Sponsor: Commissioner Murphy; Co-Sponsors: Commissioners Beavers and Steele.....	53
08-O-22		An Ordinance Chapter 38 Health and Human Services, Article I, Sections 38-2 through 38-5 (Ordinance concerning the Bureau of Health Services not withstanding any provisions in existing ordinances). Sponsors: President Stroger and Commissioner Suffredin; Co-Sponsors: Commissioners Claypool, Quigley, Daley, Gorman, Goslin, Moreno, Murphy, Peraica, Schneider, Silvestri, Sims and Steele	55

FISCAL YEAR 2008 ORDINANCES TABLE OF CONTENTS

<u>DATE OF MEETING</u>	<u>ORD. #</u>	<u>DESCRIPTION/SPONSORS</u>	
03-06-08			
08-O-23		An Amendment to the Cook County Code, Chapter 1 General Provisions, Section 1-3; and Chapter 34 Finance, Article IV Procurement and Contracts, Sections 34-121, 34-125, 34-151 and Section 34-277 (Purchasing Agent's increase in authorization from \$25,000.00 to \$100,000.00). Sponsor: President Stroger	59
03-13-08		NONE	
03-18-08			
08-O-25		An Amendment to the Cook County Code, Chapter 2 Administration, Article IV, Division 5 Inspector General, Section 2-282(b). Sponsor: Commissioner Silvestri; Co-Sponsor: President Stroger and Members	65
04-09-08		NONE	
04-23-08			
08-O-27		An Amendment to the Cook County Code, Chapter 18 Courts, Article II, Section 18-40 Children's Advocacy Centers Fee. Sponsor: Commissioner Suffredin	70
08-O-28		An Amendment to the Cook County Code, Chapter 2 Administration, Article IV, Division 2 County Clerk, Section 2-172(b) Clerks fees generally. Sponsor: Commissioner Moreno; Co-Sponsor: Commissioner Murphy	71
08-O-30		An Ordinance enacting Chapter 34 Finance, Article VI, Section 34-376 Authorization for requirement of proof of funding, as Amended. Sponsor: Commissioner Quigley; Co-Sponsors: President Stroger and Members	72
08-O-31		An Amendment to the Cook County Code, Chapter 106 Floodplains, Section 106-2 Definitions. Sponsor: President Stroger	73
05-07-08			
08-O-33		An Amendment to the Cook County Code, Chapter 32 Fees, Section 32-1 (Recorder Postal Fee) Sponsor: Commissioner Steele	74
08-O-34		An Amendment to the Cook County Code, Chapter 32 Fees, Section 32-1 (Recorder Internet Document Fee). Sponsor: Commissioner Steele	75
05-20-08			
08-O-35		An Amendment to the Cook County Code, Chapter 38 Health and Human Services, Article 1, In General, Sections 38-2 through 38-5 Establishing the Cook County Health and Hospitals System. Sponsors: Commissioners Claypool, Collins, Maldonado, Moreno, Murphy, Quigley, Sims, Beavers, Butler, Daley, Gorman, Goslin, Peraica, Schneider, Silvestri and Suffredin	76

FISCAL YEAR 2008 ORDINANCES TABLE OF CONTENTS

<u>DATE OF MEETING</u>	<u>ORD. #</u>	<u>DESCRIPTION/SPONSORS</u>	
06-03-08			
08-O-36		An Amendment to the Cook County Code, Chapter 34 Finance, Section 34-5 Quarterly budget review. Sponsors: Commissioners Gorman, Goslin, Daley, Murphy, Peraica, Schneider and Silvestri; Co-Sponsors: President Stroger and Members.....	92
08-O-37		An Amendment to the Cook County Code, Chapter 38 Health and Human Services, Section 38-76 Establishing the Cook County Health and Hospitals Systems. Sponsor: Commissioner Peraica	95
06-17-08			
08-O-38		An Ordinance providing for the issuance of one or more series of Sales Tax Anticipation Notes of the County of Cook, Illinois. Sponsor: President Stroger.....	111
08-O-39		An Amendment to the Cook County Building Ordinance, Amending the Definition of Building Height. Sponsors: Commissioners Goslin and Silvestri	157
07-01-08			
08-O-41		An Amendment to the Cook County Code, Chapter 34 Finance, Article IV Procurement and Contracts, Division 1 Generally, Sections 34-121, 34-125 and 34-151. Sponsors: Commissioners Quigley, Daley and Silvestri; Co-Sponsors: Commissioners Claypool, Schneider, Suffredin, Gorman and Peraica.	158
08-O-42		An Amendment to the Cook County Code, Chapter 42 Human Relations, Sections 42-70 through 42-78 Domestic Partnership Registry Ordinance. Sponsor: President Stroger, Commissioners Daley and Quigley; Co-Sponsors: Commissioners Claypool, Maldonado, Suffredin and Murphy.....	164
07-22-08			
08-O-46		An Amendment to Section 206 Building Construction. Sponsors: Members.....	169
08-O-47		An Amendment to the Cook County Code Chapter 106 Floodplains, Section 106-5. Sponsor: President Stroger	171
09-03-08			
08-O-48		An Amendment to the Cook County Code, Chapter 44, Human Resources, Article II, Personnel Policies, Section 44-56. Sponsor: President Stroger; Co-Sponsors: Members	172
08-O-49		Requirement for disclosure of ownership interest in business entities seeking county contracts. Sponsors: Commissioners Claypool, Quigley and Schneider; Co-Sponsors: Commissioners Gorman, Goslin, Maldonado, Murphy, Peraica, Suffredin, Daley, Silvestri and Steele.....	175

FISCAL YEAR 2008 ORDINANCES TABLE OF CONTENTS

<u>DATE OF MEETING</u>	<u>ORD. #</u>	<u>DESCRIPTION/SPONSORS</u>	
09-03-08 cont'd			
08-O-50		Research fee for property tax research requests. Sponsor: President	177
09-17-08			
08-O-51		An Amendment to the Cook County Code Chapter 74 Taxation, Article II, Division 2, Section 74-64 (Classification System for Assessment). Sponsors: Claypool, Maldonado, Murphy and Daley	179
08-O-52		An Ordinance providing for the issuance of one or more series of General Obligation Bonds of the Cook County, Illinois. Sponsor: President Stroger	181
10-01-08			
08-O-53		An Ordinance enacting Chapter 74 Taxation, Article XV, Sections 74-580 through 74-584. Sponsors: Commissioners Suffredin, Goslin, Silvestri and President Stroger; Co-Sponsor: Commissioner Gorman	222
10-15-08	NONE		
11-05-08	NONE		
11-19-08			
08-O-55		An Amendment to the Cook County Code Chapter 10 Animals, Article II Rabies Control, Section 10-41 Rabies Vaccination. Sponsors: President Stroger, Commissioners Butler and Murphy.....	225
08-O-56		An Amendment to the Cook County Code Chapter 34 Finance, Article IV Procurement and Contracts, Division 6, Subdivision II, Section 34-302 Interim program review and sunset. Sponsor: President Stroger	226
		226

**08-O-01
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT AND EARLEAN COLLINS
AND ROBERT B. STEELE, COUNTY COMMISSIONERS**

Co-Sponsored by

**THE HONORABLE JERRY BUTLER, ANTHONY J. PERAICA, DEBORAH SIMS,
WILLIAM M. BEAVERS, FORREST CLAYPOOL, JOHN P. DALEY,
ROBERTO MALDONADO, JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY,
MIKE QUIGLEY AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

RE-ENTRY EMPLOYMENT/BID INCENTIVE ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 34 Finance, Article IV, Division 9, Sections 34-349 through 34-357 of the Cook County Code are hereby enacted as follows:

Sec. 34-349. Established; purpose.

There is hereby established the Cook County Re-entry Employment/Bid Incentive Ordinance, with the goal of working in conjunction with the Cook County Re-entry Employment Project to assist adults, who are former offenders and residents of the County, in finding employment opportunities. This Ordinance is intended to increase public safety and reduce recidivism. Just as the Cook County Re-entry Employment Projects focuses on assisting ex-offenders gaining employment within the County, the Re-entry Employment/Bid Incentive Ordinance will focus on assisting ex-offenders in gaining employment in the private sector with vendor who conduct business with Cook County.

Sec. 34-350. Definitions.

For purposes of this Ordinance only, the following definitions apply:

Bid Incentive means an amount deducted, for bid evaluation purposes only, from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project.

Committee means Cook County Re-entry Employment Committee.

Contract shall mean the agreement, if any, which is approved by the Cook County Board of Commissioners between the County and a Contractor.

Contractor shall mean the individual(s) or business entity, if any, with whom or with which the County enters into a Contract.

Earned Credit means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of Former Offenders in performance of the total labor hours performed under the contract.

Earned Credit Certificate means a certificate issued by the Purchasing Agent evidencing the amount of earned credit a contractor has been awarded.

Former Offenders means adults who are former offenders and residents of the County.

Labor hours means the total hours of workers receiving an hourly wage who are directly employed at the work site. "Labor hours" shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. "Labor hours" shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

Using Department shall mean the Departments or Agencies within Cook County government which will receive the Deliverables or Solutions in the Contract entered into between the County and the Contractor.

Sec. 34-351. Re-entry Employment Committee.

(a) The re-entry employment committee will work with non profits to find suitable former offenders to be candidates for to work with private companies on county contracts. The re-entry employment committee will contain of seven members consisting of:

- (1) a representative of the Cook County Bureau of Human Resources;
- (2) a representative of the Cook County Office of Capital Planning and Policy;
- (3) a representative of the President's Office of Employment Training;
- (4) a representative of the Office of Contract Compliance;
- (5) a representative of a nonprofit organization whose mission is to reintegrate former Offenders into society;
- (6) two representatives appointed by the President of the Cook County Board of Commissioners, one of whom shall be a representative of organized labor and one whom shall be a member of the Cook County Board of Commissioners.

(b) The County shall work with nonprofit organizations, approved by the Board of Commissioners, whose missions are to help formerly incarcerated individuals re-enter their communities and reduce recidivism. These nonprofits will work with the President's Office of Employment and Training to create pools of former offenders who can enroll in courses, in State certified programs, to learn trades thereby enabling the Cook County Re-entry Employment Committee to recommend these former offenders to potential vendors, seeking contracts with a value of \$100,000.00, for employment on the contracted project. Contractors will not be required to use former offenders recommended by the Cook County Re-entry Employment Committee, but will receive bid incentives if they choose to do so. The trades in which former offenders can be trained include, but are not limited to, all construction trades.

Sec. 34-352. Bid incentive.

(a) For any contracts advertised for bid after the effective date of this Ordinance having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the Purchasing Agent shall allocate to any qualified bidder the following bid incentive for utilization of Former Offenders in performance of the total hours performed under contract.

Total Labor Hours Performed by Former Offenders	Bid Incentive
5 to 10%	1/2 % of bid price
11 to 15%	1% of bid price

(b) The bid incentive shall be calculated and applied in accordance with the provisions of Section 34-353. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

(c) For all construction projects with an estimated contract value of \$100,000.00 or more, advertised after the effective date of this Ordinance, the Purchasing Agent shall include the bid incentive provision in all such advertisements.

(d) Bidders wishing to utilize former offenders in their contract may request that the Re-entry Employment Committee provide them a list of candidates from which to choose former offenders for inclusion as a part of their bid. If the bidder already employs former offenders or wishes to get potential candidates on their own, they may do so and include them in their bid with proof that the former offenders of their choosing in their bids with proof that the former offenders has completed a certified training program in the trade that they will be performing. Any bids that include former offenders who were not recommended by the Re-entry Employment Committee must be reviewed and approved by the Committee to be eligible for bid incentives.

(e) All contractors using former offenders will submit a utilization plan with their bid.

Sec. 34-353. Earned credits.

(a) Upon the completion of a contract subject to this section, a contractor may apply to the Purchasing Agent and/or the Director of the Office of Contract Compliance for earned credits if the contractor met or exceeded his or her Former Offender utilization goals established in the contract. If the Purchasing Agent and/or the Director of the Office of Contract Compliance determines that the contractor has successfully met his or her Former Offender utilization goals, the Purchasing Agent shall issue an Earned Credit Certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

(b) The Earned Credit Certificate is valid for three (3) years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

Sec. 34-354. Contractor's records.

(a) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Office of Purchasing, the Office of Contract Compliance, or the Using Department.

(b) Full access to the contractor's and subcontractors' records shall be granted to the Office of Purchasing Agent, the Director of the Office of Contract Compliance, or the Using Department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of at least three (3) years after final acceptance of the work.

Sec. 34-355. Review of contract performance.

(a) The Director of the Office of Contract Compliance shall review the contractor's efforts during the performance of the contract to achieve its employment of former offender commitments as stated in its utilization plan. If the contractor meets or exceeds its stated goals, it shall be presumed to be in compliance. Where the Director of the Office of Contract Compliance finds that the contractor has failed to achieve its stated goals or otherwise has failed to comply with the requirements of the division, including but not limited to, the failure to provide any documentation required by the Director of the Office of Contract Compliance, the failure to satisfactorily demonstrate good faith efforts, and/or a deviation without authorization from the compliance related portions of the contract as originally approved, the Director of the Office of Contract Compliance shall report findings to the Contract Compliance Committee.

(b) The Director of the Office of Contract Compliance may establish such requirements for periodic contractor reporting on the fulfillment of its goals and its utilization of Protected Class Enterprises as the Director of the Office of Contract Compliance determines appropriate and necessary for effective enforcement of this division. A contractor also shall be required to provide the Director of the Office of Contract Compliance any additional requested compliance documentation within 14 days of such request.

(c) If the Director of the Office of Contract Compliance determines that the contractor has failed to comply with its contractual documents or any portion of this division, the Director of Contract Compliance will notify the contractor of such noncompliance and may take any of the following actions:

- (1) Instruct the Comptroller to withhold 50 percent (50%) of the current progress payment due the prime contractor.
- (2) Withhold up to 100 percent (100%) of further progress payments until the contractor demonstrates that it is in compliance with the requirements of this division.
- (3) Debar the contractor from future bids or offers until the contractor demonstrates that it is in compliance with the requirements of this division.

Sec. 34-356. Rules.

The Purchasing Agent and/or the Director of the Office of Contract Compliance are authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this Ordinance.

Sec. 34-357. Severability clause.

If any provision of this Ordinance is held invalid, such provision shall be deemed excused from this Ordinance and the invalidity thereof shall not affect any of the other provisions of this Ordinance. If the application of any provision of this Ordinance to any person or circumstances is held invalid, it shall not affect the application of such provision to other persons or circumstances.

Sec. 34-358. Effective date.

This Ordinance shall take effect sixty (60) days after its passage and approval.

Approved and adopted this 4th day of December 2007.

**08-O-04
ORDINANCE**

Sponsored by

THE HONORABLE LARRY SUFFREDIN, COUNTY COMMISSIONER

**AN ORDINANCE AUTHORIZING THE CIRCUIT COURT CLERK OF COOK COUNTY
TO ESTABLISH A FEE TO FINANCE CHILDREN’S ADVOCACY CENTERS**

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 18 Courts, Article II, Section 18-40 of the Cook County Code is hereby enacted as follows:

Sec. 18-40. Children’s Advocacy Center Fee.

Beginning on January 1, 2008, the Clerk of the Circuit Court of Cook County shall collect a mandatory fee of \$30.00 to be assessed as provided in this section. Assessments shall be collected by the Clerk of the Circuit Court and must be deposited into an account specifically for the operation and administration of Children’s Advocacy Centers within Cook County.

The fee is to be paid as follows:

- 1) The fee shall be paid by the defendant in criminal cases on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections (730 ILCS 5) for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

This Ordinance shall not supersede any other Ordinance enacted by the Cook County Board of Commissioners, which establishes and sets fees to be charged for other services not previously listed and provided by the Cook County Circuit Court Clerk.

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (in dollars)</i>
CHAPTER 18, COURTS		
18-40	Children’s Advocacy Center Fee	30.00

Effective date: This Ordinance shall be effective upon adoption.

Approved and adopted this 18th day of December 2007.

**08-O-05
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS,
JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,
ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA,
MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,
ROBERT B. STEELE AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

CABLE AND VIDEO CUSTOMER PROTECTION LAW

WHEREAS, the County of Cook is a home rule unit of government, and pursuant to Section 6(a) of Article VII of the Illinois Constitution "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax . . ."; and

WHEREAS, this Ordinance is adopted pursuant to the Cable and Video Customer Protection Law (220 ILCS 5/70-501) authorizing a unit of government to enforce all of the customer service and privacy protection standards of the statute; and

WHEREAS, the County desires to enforce the customer service protection standards with respect to complaints received from residents as provided by the Cable and Video Customer Protection Law.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 78 Telecommunications, Section 78-51 of the Cook County Code is hereby enacted as follows:

Sec. 78-51. Cable and Video Customer Protection Law.

(a) *Adoption.* The regulations of the Cable and Video Customer Protection Law (220 ILCS 5/70-501) are hereby adopted by reference and made applicable to the cable or video providers offering services within unincorporated Cook County.

(b) *Amendments.* Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to cable or video providers offering services within unincorporated Cook County. However, any amendment that makes its provisions optional for adoption by any unit of local government shall not be incorporated into this section by reference without formal action by the Cook County Board of Commissioners.

(c) *Enforcement.* The County does hereby declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within unincorporated Cook County.

(d) *Penalties.* The County, pursuant to 220 ILCS 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable and Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed \$750.00 for each day of the material breach, and shall not exceed \$25,000.00 for each occurrence of a material breach per customer.

- (1) Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.
- (2) The County shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least 30 days from the receipt of the notice to remedy the specified material breach.
- (3) A material breach, for the purposes of assessing penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after the notice in subsection (2).

(e) *Customer Credits.* The County hereby adopts the schedule of customer credits for violations. Those credits shall be as provided for in the provisions of 220 ILCS 5/70-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.

(f) *Severability.* If any provision of this section, or the application of any provision of this section, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this section, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this section.

(g) *Effective Date.* This section shall be effective on January 1, 2008.

Approved and adopted this 18th day of December 2007.

**08-O-06
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS,
JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,
ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA,
MIKE QUIGLEY, TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,
ROBERT B. STEELE AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

**CABLE AND VIDEO SERVICE PROVIDER FEE AND PEG ACCESS
SUPPORT FEE ORDINANCE**

WHEREAS, the County of Cook is a home rule unit of government, and pursuant to Section 6(a) of Article VII of the Illinois Constitution "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax . . ."; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cable and Video Competition Law of 2007, Public Act 95-0009 (the "Act"); and

WHEREAS, this Ordinance is intended to establish the service provider fee and the PEG access support fee the Act authorizes municipalities and counties to impose on the holder of a State-issued authorization to provide video services.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 78 Telecommunications, Section 78-52 of the Cook County Code is hereby enacted as follows:

Section 78-52. Cable/Video Service Provider Fee and PEG Access Support Fee.

(a) *Purpose.* This section is intended to establish the service provider fee and the PEG access support fee that the Cable and Video Competition Law authorizes units of local government to impose upon a Holder under 220 ILCS 5/21-801. This section is also intended to and shall supersede section 78-42.

(b) *Definitions.* The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cable service means that term as defined in 47 U.S.C. § 522(6).

Commission means the Illinois Commerce Commission.

Gross revenues means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the Holder for the operation of a cable or video system to provide cable service or video service within the Holder's cable service or video service area within unincorporated Cook County.

- a. Gross revenues shall include the following:
- (i) Recurring charges for cable or video service.
 - (ii) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
 - (iii) Rental of set top boxes and other cable service or video service equipment.
 - (iv) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
 - (v) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
 - (vi) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
 - (vii) A *pro rata* portion of all revenue derived by the Holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the Holder's network to provide cable service or video service within unincorporated Cook County. The allocation shall be based on the number of subscribers within unincorporated Cook County divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
 - (viii) Compensation received by the Holder that is derived from the operation of the Holder's network to provide cable service or video service with respect to commissions that are received by the Holder as compensation for promotion or exhibition of any products or services on the Holder's network, such as a "home shopping" or similar channel, subject to subsection (ix).
 - (ix) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the Holder's revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the Holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - (x) The service provider fee permitted by 220 ILCS 5/21-801(b).
- b. Gross revenues do not include any of the following:
- (i) Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
 - (ii) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the Holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.

- (iii) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the Holder to noncable service or nonvideo service in accordance with the Holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.
 - (iv) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within unincorporated Cook County and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.
 - (v) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the Holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.
 - (vi) Security deposits collected from subscribers.
 - (vii) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.
- c. Revenue of an affiliate of a Holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the Holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

Holder means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

PEG means public, education and governmental.

PEG access support fee means the amount paid under this section and 220 ILCS 5/21-801(d) by the Holder to the County for the service areas within Unincorporated Cook County.

Service means the provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

Service provider fee means the amount paid under this section and 220 ILCS 5/21-801 by the Holder to a unit of local government for the service areas within its territorial jurisdiction.

Unincorporated Cook County means that portion of Cook County which from time to time is not incorporated in any municipality.

Video service means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

(c) Cable/Video Service Provider Fee Imposed.

- (1) A fee is hereby imposed on any Holder providing cable service or video service in unincorporated Cook County.
- (2) The amount of the fee imposed hereby shall be five percent (5%) of the Holder's gross revenues.
- (3) The Holder shall notify the County at least ten (10) days prior to the date on which the Holder begins to offer cable service or video service in Unincorporated Cook County.
- (4) The Holder shall be liable for and pay the service provider fee to the County. The Holder's liability for the fee shall commence on the first day of the calendar month following thirty (30) days after receipt of the ordinance adopting this section by the Holder. The ordinance adopting this section shall be sent by mail, postage prepaid, to the address listed on the Holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the County.
- (5) The payment of the service provider fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.
- (6) The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the County in which a fee is paid.
- (7) An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under this subsection (c).

(d) PEG Access Support Fee Imposed.

- (1) A PEG access support fee is hereby imposed on any Holder providing cable service or video service in unincorporated Cook County in addition to the fee imposed pursuant to subsection (c).
- (2) The amount of the PEG access support fee imposed hereby shall be one percent (1%) of the Holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the County or its designee for PEG access support in unincorporated Cook County.

- (3) The Holder shall pay the PEG access support fee to the County or to the entity designated by the County to manage PEG access. The Holder's liability for the PEG access support fee shall commence on the date set forth in subsection (c).
- (4) The payment of the PEG access support fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.
- (5) An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) shall pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that that operator owes under this subsection (d).

(e) **Applicable Principles.** All determinations and calculations under this section shall be made pursuant to generally accepted accounting principles.

(f) **No Impact on Other Taxes Due from Holder.** Nothing contained in this section shall be construed to exempt a Holder from any tax that is or may later be imposed by the County, including any tax that is or may later be required to be paid by or through the Holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the Holder with respect to payment of a County imposed tax, if any, that applies to any telephone service provided by the Holder. A State-issued authorization shall not affect any requirement of the Holder with respect to payment of the County's 911 or E911 fees, taxes or charges.

(g) **Audits of Cable/Video Service Provider.**

- (1) The County will notify the Holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The Holder shall comply with the same requirements the County imposes on other cable service or video service providers in its jurisdiction to audit the Holder's books and records and to recompute any amounts determined to be payable under the requirements of the County. If all local franchises between the County and cable operator terminate, the audit requirements shall be those adopted by the County pursuant to the Uniform Penalties, Interest and Procedures Ordinance (sec. 34-60 et seq.) No acceptance of amounts remitted should be construed as an accord that the amounts are correct.
- (2) Any additional amount due after an audit shall be paid within thirty (30) days after the County's submission of an invoice for the sum.

(h) **Late Fees/Payments.** All fees due and payments which are past due shall be governed by the Uniform Penalties, Interest and Procedures Ordinance.

(i) Severability. If any provision of this section, or the application of any provision of this section, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this section, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this section.

Effective Date. This section shall be effective upon its passage by the Cook County Board of Commissioners.

Approved and adopted this 18th day of December 2007.

**08-O-07
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT
AND JERRY BUTLER, COUNTY COMMISSIONER**

Co-Sponsored by

**THE HONORABLE ELIZABETH “LIZ” DOODY GORMAN
AND JOAN PATRICIA MURPHY, COUNTY COMMISSIONERS**

**AMENDMENT TO THE COOK COUNTY BOARD OF HEALTH ORDINANCE
SWIMMING FACILITY INSPECTION AND FEE ORDINANCE**

WHEREAS, the Cook County Department of Public Health (“Department”), through its Environmental Health Unit, serves as an agent of the Illinois Department of Public Health with respect to the performance of swimming facility inspections, with the exception of bathing beaches, in accordance with the Illinois Swimming Facility Act, 210 ILCS 125/1 et seq.; and

WHEREAS, many, but not all, Swimming Facilities inspected by the Department are managed by individuals possessing certification of training from the State of Illinois and other qualified organizations in swimming facility management; and

WHEREAS, studies by the CDC and observations of Department support that swimming facilities operated by certified swimming facility managers are more likely to comply with health and safety requirements; and

WHEREAS, while state law does not presently require that Swimming Facilities be managed by certified Swimming Facility managers, the County, as a home rule unit of local government, may require that all Swimming Facilities in Cook County be managed by an individual who is a certified Swimming Facility Manager except where a municipal ordinance contains a conflicting requirement; and

WHEREAS, the agency agreement with the Illinois Department of Public Health does not provide for payment to the County for the swimming facility inspections provided by the Cook County Department of Public Health; and

WHEREAS, the County desires to implement fees to help defray the costs associated with the Department’s swimming facility inspection and other programs and to include these and other fees, including any periodic adjustments thereto, in Chapter 32 Fees, of the Cook County Code.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 38 Health and Human Services, Sections 38-41 and 38-42 of the Cook County Code is hereby enacted as follows:

Sec. 38-41. Swimming Facilities.

- (a) Investigations and Inspections.

- (1) Responsibilities of Department. The Department shall perform inspections and investigations of Swimming Facilities, as that term is defined in the Illinois Swimming Facility Act, 210 ILCS 125/1 et seq., with the exception of bathing beaches. Such inspections and investigations shall be performed by the Department as an agent of the Illinois Department of Public Health in accordance with Section 11 of the Illinois Swimming Facility Act within suburban Cook County, including those areas served by other certified health departments to the extent such areas are included in the agency agreement. In performing inspections and investigations of Swimming Facilities, the Department shall utilize the standards set forth in regulations adopted by the Illinois Department of Public Health in accordance with the Illinois Swimming Facility Act. The Chief Operating Officer of the Department shall be authorized to enter into agency agreements with the Illinois Department of Public Health for the purpose of carrying out this Section.
- (2) Inspection Fees. The owner or operator of the Swimming Facility shall make payment of an inspection or re-inspection fee, as applicable, in accordance with the fee schedule approved by this Board and set forth in Chapter 32, Fees, of this Cook County Code. Said fees shall not apply to Swimming Facilities operated by the State of Illinois and departments and educational institutions thereof.

(b) Certification of Swimming Facility Managers.

- (1) Certification Required. On or before May 1, 2009, all Swimming Facilities operated within suburban Cook County, with the exception of facilities operated to serve residents of buildings with fewer than six residential units, shall be managed by an individual who has a current certification of successful completion of a training program in Swimming Facility management issued by the State of Illinois or by another organization offering an equivalent training program as determined by the Department. Proof of such certification shall be provided to the Department as part of its annual inspection.
- (2) Violation. Violation of the certification requirement set forth in this Section shall subject the owner and operator of the Swimming Facility to a penalty of \$500. An owner or operator who commits a second or subsequent violation of this Section shall be subject to a penalty of \$1000 and shall be guilty of a Class B misdemeanor. Failure to correct a violation within thirty (30) days of the Department's inspection shall constitute a second violation.

(c) Nothing herein shall be construed to limit the activities or authority of the Department as otherwise provided for by law including any County ordinance.

Sec. 38-42. Fees.

Notwithstanding any provision in this Article II to the contrary, the Department shall collect fees for services, licenses or permits of the Department as set forth in Chapter 32, Fees, or as set forth in an agreement approved by the Board. Such fees shall be adjusted on an annual basis as appropriate to reflect increases in the Department's costs in performing the subject program or in a manner commensurate with increases in the Consumer Price Index.

Secs. 38-43--38-50. Reserved.

Approved and adopted this 18th day of December 2007.

**08-O-08
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT
AND JERRY BUTLER, COUNTY COMMISSIONER**

Co-Sponsored by

**THE HONORABLE ELIZABETH “LIZ” DOODY GORMAN
AND JOAN PATRICIA MURPHY, COUNTY COMMISSIONERS**

**AMENDMENT TO CHAPTER 32 FEES TO INCORPORATE FEES OF THE
COOK COUNTY DEPARTMENT OF PUBLIC HEALTH**

WHEREAS, the Cook County Department of Public Health performs various inspections and services and issues various licenses and permits including, but not limited to, inspections of retail food establishments, licensing of retail food establishments in unincorporated Cook County, permitting of septage haulers, inspections of private sewage disposal systems, swimming pools and related facilities, reviews of design plans for new or expanded food or residential swimming facilities, inspections of private wells and water quality testing, licensing of retail tobacco vending machines and inspections of mobile home parks; and

WHEREAS, many of these services result in the collection of fees established in Resolutions adopted, from time to time, by the Board, or established in intergovernmental agreements approved by the Board, which fees have not been updated in recent years and require adjustment to permit the Department of Public Health to recoup a portion of its costs; and

WHEREAS, some of these services are performed without the imposition of fees to defray the Department’s costs; and

WHEREAS, the County receives limited funding from the State of Illinois to perform some of these services and is expressly authorized under 55 ILCS 5/5-25013 to set reasonable and necessary fees for services and regulatory activities and also possesses authority, as a home rule unit of local government, to do so; and

WHEREAS, the Department of Public Health intends to modernize and improve upon its regulation of food, potable water, private septic systems, swimming facilities and other services and desires to impose updated reasonable fees to help defray its costs.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 32 Fees of the Cook County Code is hereby amended as follows:

The following fees shall be charged as authorized under Section 38-42 and shall supersede any conflicting fees:

Sec. 32-1. Fee schedule.

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (in dollars)</i>
CHAPTER 38, HEALTH AND HUMAN SERVICES		
Food Establishment, Unincorporated Cook County Annual License Fee (Includes Inspection Costs)		
Where seating is provided:		
	1 - 25 seats	150.00
	26-100 seats	300.00
	101-200 seats	450.00
	over 200 seats	600.00
Where seating is not provided (gross area):		
	Up to 300 SF	75.00
	301 SF to 600 SF	125.00
	601 SF to 1000 SF	200.00
	1001 SF to 1500 SF	225.00
	1501 SF to 3000 SF	300.00
	3001 SF to 6000 SF	375.00
	6001 SF to 10,000 SF	450.00
	10,001 SF to 20,000 SF	525.00
	over 20,000 SF	600.00
	Mobile Food Unit	125.00
	Temporary Retail Food Establishment (Daily Fee)	25.00
	Tavern (Beverages Only)	150.00
	Packaged Liquor Store	125.00
	Day Care Center Food License	75.00
	Day Care Center Food Plan Review	300.00
	Food Establishment Plan Review	300.00
Unincorporated Cook County Residential Swimming Facilities:		
	In Ground Swimming Pool Plan Review	150.00
	Above Ground Swimming Pool Plan Review	75.00
	Residential Spa Plan Review	75.00
Swimming Facilities (Excluding Bathing Beaches):		
	Agency Inspection, Swimming Facility	150.00
	Agency Inspection, Each Additional Facility, Same Address	75.00
	Agency Re-Inspection, Swimming Facility	50.00

Private Sewage and Disposal System (PSDS)	
Design Plan Review, Less Than 1500 Gal/Day (GPD)	225.00
Design Plan Review, Greater Than 1500 GPD	300.00
Design Plan Review, Addition/Modification, Septic System	150.00
Septic System Repair Plan Review	150.00
Alternative System Design Plan Review	375.00
Witnessed Percolation Test	150.00
Septage Hauler, Annual Truck Permit	150.00
Well and Water Quality Evaluation	150.00
Private Sewage Disposal System Evaluation	200.00
Private Sewage Disposal System, Well, and Water Quality Evaluation	225.00
Tobacco Product Retailer License Fee (Section 54-304(f))	200.00
License for each additional (beyond the first) tobacco product vending machine at the same location	35.00

Effective Date: This Ordinance will take effect on April 1, 2008.

Approved and adopted this 18th day of December 2007.

**08-O-09
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

LOBBYIST REGISTRATION FEE

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 2 Administration, Article VII Ethics, Division 3 Lobbyists, Sec. 2-633 of the Cook County Code is hereby amended as follows:

Sec. 2-633. Information and fees required of registrants.

(a) Within 30 days of engaging in any activity which requires such person to register, and subsequently between January 1 and January 20 of each year, every person required to register under Section 2-631 shall file in the office of the Clerk a written statement, subscribed under oath before a notary public, containing the following information:

- (1) The registrant's name, permanent address and temporary address (if any) while lobbying.
- (2) The registrant's business affiliation and business address, or, if none, the statement that the registrant is a sole proprietor.
- (3) With respect to each person on behalf of which the registrant acts as a lobbyist:
 - a. The name, business address, permanent address and nature of the business of the person; and
 - b. Whether the relationship is expected to involve compensation or expenditures or both; and
 - c. A brief description of the County matter in reference to which such service is to be rendered.
- (4) The name, business address, and permanent address of each person employed by the registrant to perform such lobbying services or who appears on behalf of the registrant.
- (5) A picture of the registrant.
- (6) Registrants shall pay an annual, non-refundable, non-transferable filing fee as set out in Section 32-1, per entity and a separate fee per exclusive lobbyist, payable to the Clerk upon filing.

(b) In the event any substantial change or addition occurs with respect to the information required by this division to be contained in the registration statement, including the addition or subtraction of a client, an amendment to the statement shall be filed with the Clerk within 14 days.

(c) In addition to other penalties provided in this division, any person filing a late registration under this section shall be assessed a late filing fee as set out in Section 32-1 per day the registration is late, payable to the Clerk upon filing. Any person filing a late registration after January 31 shall also be subject to a penalty of \$100.00 per day, to be levied as set forth in Section 2-637.

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners that Chapter 32 Fees, Sec. 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (in dollars)</i>
CHAPTER 2, ADMINISTRATION		
2-633(a)(6)	Annual lobbyist registration fee, per entity and per exclusive lobbyist	350.00

Effective Date: This Ordinance amendment shall be effective upon adoption.

Approved and adopted this 9th day of January 2008.

**08-O-10
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT AND JOHN P. DALEY,
JOAN PATRICIA MURPHY, WILLIAM M. BEAVERS, JERRY BUTLER,
FORREST CLAYPOOL, ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN,
ROBERTO MALDONADO, JOSEPH MARIO MORENO, ANTHONY J. PERAICA,
MIKE QUIGLEY, PETER N. SILVESTRI, DEBORAH SIMS AND LARRY SUFFREDIN
COUNTY COMMISSIONERS**

**INCREASE OF AMOUNT OF EXPENDITURE REQUIRING BOARD APPROVAL AND
REQUIREMENT FOR PURCHASING AGENT TO CREATE AND MAINTAIN A DATABASE
LISTING THE DOLLAR AMOUNT OF EVERY OPEN MARKET PURCHASE
BELOW THE EXPENDITURE AMOUNT WHICH REQUIRES BOARD APPROVAL**

WHEREAS, Article IV, Section 34-121 of the Cook County Code states: “All contracts for supplies, materials and equipment and contractual services for Cook County including the separately elected officials which involve an expenditure of more than \$25,000.00 shall be approved by the Board of Commissioners and signed by the President of the Board, the County Purchasing Agent and the Comptroller; and

WHEREAS, Article IV, Section 34-121 of the Cook County Code further states: “All contracts for supplies, materials and equipment and contractual services for Cook County including the separately elected officials which involve an expenditure of less than \$25,000.00 shall be approved by the Purchasing Agent; and

WHEREAS, other local government entities with budgets and expenditures similar in size to that of the County require legislative body approval at higher expenditure amounts; and

WHEREAS, a greater expenditure amount requiring legislative body approval produces a system of greater efficiency in that agendas for said legislative bodies are not encumbered by voluminous requests for approval of menial and routine expenditures which are necessary for the continued operation of County government and services; and

WHEREAS, the City of Chicago, the Chicago Housing Authority, and Los Angeles County all have expenditure amounts, which require legislative body approval, of \$100,000.00; and

WHEREAS, the Office of the President and the Board of Commissioners, in the spirit of transparency and good government, intend to require Board approval in circumstances where the aggregate of expenditures to the same vendor, within the same fiscal year, and up to an amount equal to or greater than the expenditure amount which requires Board approval; and

WHEREAS, the Department of Budget and Management Services compiles information, by fiscal year, for expenditures in an amount equal to or greater than the expenditure amount which requires Board approval from each Board Agenda section of contracts approved by the Board of Commissioners for all county departments; and

WHEREAS, contracts over the current expenditure amount which requires Board approval total approximately \$106,500,000.00 to \$120,000,000.00 or 6% of the corporate budget per fiscal year; and

WHEREAS, currently the Purchasing Agent does not maintain a database of all open market purchases under the expenditure amount which requires Board approval, and therefore the Board has no information on the annual aggregate fiscal impact of open market purchases under the expenditure amount which requires Board approval; and

WHEREAS, it is prudent policy for the Purchasing Agent to be able to disclose and account for the number of open market purchases executed under the expenditure amount which requires Board approval per fiscal year and the fiscal impact of executing these open market purchases.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 34 Finance, Article IV Procurement and Contracts, Section 34-121 of the Cook County Code is hereby amended as follows:

Sec. 34-121. Contracts for supplies, material for work.

All contracts for supplies, materials and equipment and contractual services for the County of Cook shall be let as provided in this Article IV. All contracts for supplies, materials and equipment and contractual services for Cook County including the separately elected Officials which involve an expenditure of more than \$100,000.00 shall be approved by the Board of Commissioners and signed by the President of the Board, the County Purchasing Agent and the Comptroller. All contracts for supplies, materials, and equipment and contractual service for Cook County including the separately elected Officials which involve an expenditure of less than \$100,000.00 shall be approved by the Purchasing Agent; however, all contracts for supplies, materials and equipment and contractual services for the Cook County, including the separately elected Officials, shall also require Board approval in circumstances where the aggregate of expenditures to the same vendor, within the same fiscal year, add up to, or equal an amount greater than, \$100,000.00. Supplies shall be issued only on the requisition of the responsible officers of the County institutions now or hereafter established by law, approved by the County Purchasing Agent.

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners that Chapter 34 Finance, Article IV Procurement and Contracts, Section 34-123 of the Cook County Code is hereby amended as follows:

Sec. 34-123. Powers and duties of Purchasing Agent.

(h) The County Purchasing Agent beginning FY 2008 shall compile information for all open market purchases under the expenditure amount which requires Board approval, including open market purchases entered into for a period exceeding one year and open market purchases, under the expenditure amount which requires Board approval, for separately elected officials. The Purchasing Agent shall submit a report to the Board on a quarterly basis of the total aggregate amount of all open market purchases under the expenditure amount which requires Board approval which are approved by the Purchasing Agent. This report shall also list each vendor with whom the county transacts an open market purchase under the expenditure amount which requires Board approval.

Effective Date: This Ordinance shall be effective ninety (90) days after passage.

Approved and adopted this 9th day of January 2008.

**08-O-11
ORDINANCE**

Sponsored by

**THE HONORABLE JOAN PATRICIA MURPHY AND TIMOTHY O. SCHNEIDER
COUNTY COMMISSIONERS**

AMENDMENT TO COOK COUNTY CODE, VITAL RECORDS FEE ORDINANCE

WHEREAS, the Cook County Clerk maintains marriage, birth and death records for Cook County; and

WHEREAS, Section 25 of the Vital Records Act allows the County Clerk to collect a fee for copies of records equal to the fees collected by the Illinois Department of Public Health; and

WHEREAS, certain records of genealogical interest are available to the general public, i.e., marriage records older than 50 years, birth records older than 75 years and death records older than 20 years; and

WHEREAS, the Vital Records Department of the Cook County Clerk has been engaged in a project to improve the public's access to genealogical records by digitizing these records; and

WHEREAS, the digitization of genealogical records will provide quicker access to them and reduce the burden of research on those requesting the documents.

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 2 Administration, Section 2-174 of the Cook County Code is hereby amended as follows:

Sec. 2-174. Vital records fees for County Clerk.

(a) *Birth records.* The Cook County Clerk shall continue to charge and collect a fee for the first copy, and a fee for each additional copy of a birth record as set out in Section 32-1.

(b) *Marriage records.* The Cook County Clerk shall continue to charge and collect a fee for the first copy, and a fee for each additional copy of a marriage record as set out in Section 32-1.

(c) *Death records.* The Cook County Clerk shall charge and collect a fee for the first copy, and a fee for each additional copy of a death record as set out in Section 32-1.

(d) *Genealogical records.* The County Clerk shall charge and collect a fee as set out in Section 32-1 for the first copy and a fee as set out in Section 32-1 for subsequent copies of any genealogical birth, death or marriage certificate.

(e) *Emergency fee.* The County Clerk shall charge and collect an emergency fee as set out in Section 32-1 for providing a copy of a vital record on an overnight basis. The emergency fee authorized in this subsection shall be in addition to any other fees authorized to be collected by the County Clerk for providing the requested document.

BE IT FURTHER ORDAINED, that the fee increase imposed herein shall be reflected in a corresponding projection of annual revenue, as stated by the Cook County Clerk. In the event of a shortfall between the estimated annual revenue, and the actual annual revenue collected from the fees, the amount of the shortfall shall be imposed as a reduction in the annual appropriation for the operating budget of the Cook County Clerk; and

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

TABLE INSET:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates Charges (in dollars)</i>
CHAPTER 2, ADMINISTRATION		
2-174	Vital records:	
2-174(a)	Birth records, first copy	15.00
	Each additional copy	4.00
2-174(b)	Marriage records, first copy	15.00
	Each additional copy	4.00
2-174(c)	Death records, first copy	15.00
	Each additional copy	4.00
2-174(d)	Genealogical birth, death or marriage certificate, first copy	15.00
	Subsequent copies, per copy	4.00
2-174(e)	Emergency vital records, on an overnight basis	25.00

Approved and adopted this 6th day of February 2008.

**08-O-12
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT AND FORREST CLAYPOOL,
ELIZABETH “LIZ” DOODY GORMAN AND LARRY SUFFREDIN
COUNTY COMMISSIONERS**

Co-Sponsored by

**THE HONORABLE WILLIAM M. BEAVERS, JERRY BUTLER, JOHN P. DALEY,
GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO,
JOAN PATRICIA MURPHY AND DEBORAH SIMS, COUNTY COMMISSIONERS**

COOK COUNTY HOSPITAL ASSESSMENT ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 38 Health and Human Services, Article IV, Sections 38-56 through 38-63 are hereby enacted as follows:

Sec. 38-56. Definitions.

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Case Mix Index means, for any given hospital, the quotient that is the result of dividing the sum of DRG weights for all Medicaid admissions in State fiscal year 2005 by the sum of Medicaid admissions in State fiscal year 2005. This calculation excludes admissions for rehabilitation care, psychiatric care and transplants.

CMS means the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

DHFS means the Illinois Department of Healthcare and Family Services.

DPH means the Illinois Department of Public Health.

Fund means the County Provider Trust Fund

Hospital means an institution, place, building, or agency located in Cook county that is subject to licensure by the Illinois Department of Public Health under the Hospital Licensing Act, whether public or private and whether organized for profit or not-for-profit.

Hospital Provider means a person licensed by the Illinois Department of Public Health to conduct, operate, or maintain a hospital, regardless of whether the person is a Medicaid provider. For purposes of this paragraph, “person” means any political subdivision of the State, municipal corporation, individual, firm, partnership, corporation, company, limited liability company, association, joint stock association, or trust, or receiver, executor, trustee, guardian, or other representative appointed by order of the court.

Medicaid Percentage means the State fiscal year 2005 Medicaid inpatient utilization rate.

Occupied Bed Days means the sum of the number of days that each bed was occupied by a patient for all beds during calendar year 2005. Occupied bed days shall be computed separately for each hospital operated or maintained by a hospital provider. The 2005 Annual Survey of Hospitals conducted by the Illinois Department of Public Health will be the source data for Occupied bed days.

Revenue Department means the Cook County Department of Revenue.

Urban Area means an area located within a metropolitan statistical area, as defined by the U.S. Office of Management and Budget in OMB Bulletin 04-03, dated February 18, 2004, with a city with a population in excess of 50,000 or a total population in excess of 100,000.

Sec. 38-57. Assessment.

Subject to Sections 38-58 (Exemptions) and 38-62 (Applicability), Beginning July 1, 2008, an annual assessment is imposed on each Hospital Provider in Cook County in an amount equal to the Hospital's occupied bed days multiplied by \$184.72.

The Revenue Department shall use the number of occupied bed days as reported by each hospital on the 2005 Annual Survey of Hospitals conducted by the DPH to calculate the Hospital's annual assessment. If there are data errors in the reported sum of a hospital's occupied bed days as determined by the Revenue Department, then the County may obtain the sum of occupied bed days from any source available, including, but not limited to, records maintained by the Hospital Provider, which may be inspected at all times during business hours of the day by the County or its duly authorized agents and employees.

Sec. 38-58. Exemptions.

(a) A Hospital Provider that is owned or operated by the State or by an instrumentality of a unit of government within the State is exempt from the assessment imposed by Section 38-57 (Assessment).

(b) A Hospital Provider whose Hospital does not charge for its services is exempt from the assessment imposed by Section 38-57 (Assessment).

Sec. 38-59. Payment of assessment; penalty

(a) Beginning July 1, 2008, the annual assessment imposed by Section 38-57 (Assessment) shall be due and payable in monthly installments, each equaling one-twelfth of the assessment for the year, on the third County business day of each month. No installment payment of an assessment imposed by Section 38-57 (Assessment) shall be due and payable, however, until after: (i) the Revenue Department receives written notice from the DHFS that the payment methodologies to Hospitals listed under Section 38-63 (Hospital access maintenance payments) have been approved by the CMS and the waiver under 42 CFR 433.68 for the assessment imposed by Section 38-57 (Assessment), if necessary, has been granted by the CMS; and (ii) payments listed under Section 38-63 (Hospital access preservation payments) have been made to the Hospital on the first day of each month that is both a County business day and a State business day.

Upon notification of approval of the payment methodologies listed under Section 38-63 (Hospital access preservation payments) and the waiver under 42 CFR 433.68 for the assessment imposed by Section 38-57 (Assessment), if necessary, has been granted by the CMS; all monthly installments otherwise due under Section 38-57 (Assessment) prior to the date of notification shall be due and payable to the Revenue Department upon written direction from the County and receipt of the payment methodologies listed under Section 38-63 (Hospital access preservation payments).

(b) The Revenue Department is authorized to establish delayed payment schedules for Hospital Providers that are unable to make installment payments when due under this Section due to financial difficulties, as determined by the Revenue Department.

(c) If a Hospital Provider fails to pay the full amount of an installment when due, there shall, unless waived by the Revenue Department for reasonable cause, be added to the assessment imposed in Section 38-57 (Assessment) a penalty equal to 5% of the amount of the installment not paid on or before the due date plus 5% of the portion thereof remaining unpaid on the last day of each 30-day period thereafter.

Sec. 38-60. Notice.

(a) The Revenue Department shall send an annual notice of assessment to every Hospital Provider subject to assessment under this Ordinance. The initial notice of assessment shall notify the Hospital of its assessment and shall be sent after receipt by the DHFS of notification from the CMS that the payment methodologies listed under Section 38-63 (Hospital access preservation payments) and, if necessary, the waiver granted under 42 CFR 433.68 have been approved. The notice shall be on a form prepared by the Revenue Department and shall state the following:

- (1) The name of the Hospital Provider.
- (2) The address of the Hospital Provider's principal place of business from which the provider engages in the occupation of hospital provider in this County, and the name and address of each hospital operated, conducted, or maintained by the provider in this County.
- (3) The occupied bed days, the annual amount of the assessment imposed under Section 38-57 (Assessment) and the amount of each monthly installment to be paid.
- (4) Other reasonable information as determined by the Revenue Department.

(b) If a Hospital Provider conducts, operates or maintains more than one Hospital licensed by the DPH, the provider shall pay the assessment for each Hospital separately.

(c) Notwithstanding any other provision in this Ordinance, in the case of a person or entity that ceases to conduct, operate, or maintain a hospital in respect of which the person is subject to assessment under this Ordinance as a Hospital Provider, the assessment for the year in which the cessation occurs shall be adjusted by multiplying the assessment computed in under Section 38-57 (Assessment) by a fraction, the numerator of which is the number of days in the year during which the provider conducts, operates, or maintains the hospital and the denominator of which is 365. Immediately upon ceasing to conduct, operate, or maintain a Hospital, the person or entity shall pay the assessment for the year as so adjusted (to the extent not previously paid).

(d) Notwithstanding any other provision in this Ordinance, a Hospital Provider who commences conducting, operating or maintaining a Hospital, upon notice by the Revenue Department shall pay the assessment computed under Section 38-57 (Assessment) and subsection (e) in installments on the due dates occurring after the due dates of the initial notice.

(e) Notwithstanding any other provision in this Ordinance, in the case of a Hospital Provider that did not conduct, operate, or maintain a Hospital throughout calendar year 2005, the assessment for that Hospital Provider shall be computed on the basis of hypothetical occupied bed days for the full calendar year as determined by the Revenue Department.

(f) The Revenue Department shall provide a Hospital Provider a reasonable opportunity to request a clarification or correction of any clerical or computational errors contained in the calculation of its assessment.

Sec. 38-61. Disposition of proceeds.

On a monthly basis, the Revenue Department shall deposit all monies received from Hospital Providers under this Ordinance into the County Provider Trust Fund to be distributed to Hospitals, including Hospitals that may be owned by the State or owned by an instrumentality of a unit of government within the State. Cook County through its Revenue and Finance Department shall negotiate an administrative reimbursement fee with the State to be paid to the County which shall be based on the administrative costs to implement the Assessment in addition to the Hospital access preservation payments.

Sec. 38-62. Applicability.

(a) The assessment imposed by Section 38-57 (Assessment) shall not take effect or shall cease to be imposed if the DHFS makes changes in 89 Illinois Administrative Code that reduce payments made to Hospital Providers following CMS approval of these methodologies.

(b) The assessment imposed by Section 38-57 (Assessment) shall not take effect or shall cease to be imposed if the assessment is determined to be an impermissible assessment by the CMS.

Sec. 38-63. Hospital access preservation payments.

The assessment imposed in Section 38-57 (Assessment) shall not be imposed until and unless the DHFS gains federal approval and, subject to State appropriations, begins making payments for the following rate methodologies which are in addition to payments made by DHFS under existing reimbursement policies.

(a) To preserve access to hospital services, the DHFS shall make payments to hospitals as set forth in this Section, except for hospitals described in Section 38-58 for subsections (b) through (p). These payments shall be made on a monthly basis beginning July 1, 2008 except where explicitly stated otherwise in this Section.

(b) Obstetrical care adjustment payments. The DHFS shall pay each Cook County hospital that in State fiscal year 2005 had a Medicaid inpatient utilization rate in excess of 35% and that in that same year provided in excess of 3,750 Medicaid obstetrical days of care, an amount equal to \$1,145 multiplied by each Medicaid obstetrical day of care provided by the hospital in State fiscal year 2005.

(c) Medicaid high volume adjustment payments. The DHFS shall pay each general, acute care hospital with a case mix index greater than .5, and that provided more Medicaid days of care in State fiscal year 2005 than in State fiscal year 2003 and that in State fiscal year 2005 provided more than 12,000 Medicaid inpatient days of care and that is located in the county of Cook or that in State fiscal year 2005 provided more than 28,000 Medicaid inpatient days of care (including crossover days), an amount equal to \$650 multiplied by each Medicaid day of care provided by the hospital in State fiscal year 2005. Each hospital qualifying for this payment will also be paid by the DHFS an additional amount equal to \$2,100 for each Medicaid inpatient day of care in excess of 27,000 days provided in State fiscal year 2005.

(d) Medicaid services expansion payments. The DHFS shall pay each Illinois general, acute care hospital with a case mix index greater than .7 that also experienced at least a 20% increase in its Medicaid inpatient utilization rate between State fiscal year 2005 and State fiscal year 2006 or each general, acute care hospital with a case mix index greater than .65 that also experienced at least a 35% increase in its Medicaid inpatient utilization rate between State fiscal year 2005 and State fiscal year 2006, an amount equal to \$1,650 multiplied by each Medicaid day of care provided by the hospital in State fiscal year 2005. The DHFS will also pay each general, acute care hospital with a case mix index greater than .775 that also experienced at least a 25% increase in its Medicaid inpatient utilization rate between State fiscal year 2004 and State fiscal year 2006 an amount equal to \$1,030 multiplied by each Medicaid day of care provided by the hospital in State fiscal year 2005.

(e) High Volume DSH payments. The DHFS shall pay each hospital that in State fiscal year 2005 provided more than 30,000 Medicaid inpatient days of care and that also had an MIUR in excess of 80%, an amount equal to \$360 multiplied by each Medicaid day of care provided by the hospital in State fiscal year 2005.

(f) Psychiatric services preservation payments.

(1) The DHFS shall pay each Illinois psychiatric hospital that provided in excess of 4,000 Medicaid inpatient days in State fiscal year 2005 and each general acute care hospital with a distinct part psychiatric unit that provided over 4,000 Medicaid inpatient psychiatric days in State fiscal year 2005 an amount equal to \$235 multiplied by the number of Medicaid inpatient psychiatric day of care provided in State fiscal year 2005.

(2) For each hospital qualifying under (e) (1) that is paid a per diem rate for Medicaid inpatient psychiatric services that, as of July 1, 2007, was less than \$363.77 and that provided in excess of 16,000 Medicaid inpatient psychiatric days in State fiscal year 2005, the DHFS will pay an amount equal to \$480 multiplied by the number of Medicaid inpatient psychiatric days of care provided in State fiscal year 2005.

(g) Trauma center adjustment payments.

(1) The DHFS shall pay an additional payment to each general acute care hospital that as of January 1, 2005, was designated as a Level II trauma center and that had a case mix index in excess of 1.0. The payment shall equal \$1,175 multiplied by the number of Medicaid inpatient days provided in State fiscal year 2005.

- (2) The DHFS shall pay an additional payment to each children's hospital that, as of January 1, 2005, was designated a Level I pediatric trauma center and that had a case mix index in excess of 2.0. The payment shall equal \$430 multiplied by the number of Illinois Medicaid inpatient days provided in State fiscal year 2005.
- (h) Acuity-based adjustment payments.
- (1) The DHFS shall pay each general acute care hospital having a case mix index in excess of 1.0 and that provided in excess of 3,400 Medicaid inpatient days in State fiscal year 2005, an amount equal to \$525 multiplied by the number of Illinois Medicaid inpatient days provided in State fiscal year 2005.
 - (2) The DHFS shall pay each general acute care hospital having a case mix index in excess of .8, that was deemed a disproportionate hospital by the DHFS in State fiscal year 2005, and that provided in excess of 10,000 Medicaid inpatient days in State fiscal year 2005, an amount equal to \$820 multiplied by the number of Illinois Medicaid inpatient days provided in State fiscal year 2005.
 - (3) The DHFS shall pay each general acute care hospital having a case mix index in excess of .75 and that provided in excess of 22,000 Medicaid inpatient days in State fiscal year 2005, an amount equal to \$175 multiplied by the number of Illinois Medicaid inpatient days provided in State fiscal year 2005.
- (i) Crossover adjustment payments. The DHFS shall pay each general, acute care hospital having a case mix index in excess of .725 and, for State fiscal year 2005, had a ratio of crossover days to total Medicaid days in excess of 50%, an amount equal to \$2,260 multiplied by the number of Illinois Medicaid inpatient days provided in State fiscal year 2005.
- (j) Rural CHAP adjustment payments. The DHFS shall pay each hospital that qualifies for Rural Critical Hospital Adjustment Payments and that had a Medicaid obstetrical rate that was at least one-half standard deviation above the mean Medicaid obstetrical rate during the CHAP base period an amount equal to the annual Rural Critical Hospital Adjustment Payment paid to these qualifying hospitals.
- (k) Indigent Care DSH payments. The DHFS shall pay each qualifying hospital, reimbursement to defray costs associated with the provision of care to the uninsured indigent.
- (l) High volume, high Medicaid outpatient payments. The DHFS shall pay each hospital that provided in excess of 23,000 Medicaid ambulatory procedure listing services in State fiscal year 2005 that also had a Medicaid percentage in excess of 50% or a general, acute care disproportionate share hospital, an amount equal to \$410 multiplied by the number of Medicaid ambulatory procedure listing services provided in State fiscal year 2005. Additionally, any hospital eligible to receive these High volume, high Medicaid payments that provided in excess of 45,000 Medicaid ambulatory procedure listing services in State fiscal year 2005 will receive an add-on payment equal to \$60 multiplied by the number of Medicaid ambulatory procedure listing services provided in State fiscal year 2005 in excess of 45,000.
- (m) Emergency care adjustment payments.

- (1) The DHFS shall pay each Illinois hospital that provided in excess of 4,000 Medicaid Group 3 ambulatory procedure listing services in State fiscal year 2005, had a Medicaid percentage in excess of 37% and whose Medicaid Emergency level one ambulatory procedure listing services in State fiscal year 2005 comprised more than 66.66% of its overall Medicaid Group 3 ambulatory procedure listing services in State fiscal year 2005, an amount equal to \$470 multiplied by the number of Medicaid Group 3 ambulatory procedure listing services provided in State fiscal year 2005.
- (2) The DHFS shall pay each Illinois hospital that provided in excess of 7,700 Medicaid Group 3 ambulatory procedure listing services in State fiscal year 2005, had a Medicaid percentage in excess of 24.5%, experienced Medicaid Group 3 ambulatory procedure listing services growth in excess of 23% between State fiscal year 2003 and State fiscal year 2005 and whose Medicaid Emergency level one ambulatory procedure listing services in State fiscal year 2005 comprised more than 33% of its overall Medicaid Group 3 ambulatory procedure listing services in State fiscal year 2005, an amount equal to \$375 multiplied by the number of Medicaid Group 3 ambulatory procedure listing services provided in State fiscal year 2005.

(n) Complexity of care outpatient adjustment payments. The DHFS shall pay each Illinois hospital located in an urban area that provided in excess of 2,500 Medicaid Group 2 ambulatory procedure listing services in State fiscal year 2005, experienced Medicaid Group 2 ambulatory procedure listing services growth in excess of 33% between State fiscal year 2003 and State fiscal year 2005 and whose Medicaid group 2(a) ambulatory procedure listing services in State fiscal year 2005 comprised more than 35% of its overall Medicaid Group 2 ambulatory procedure listing services in State fiscal year 2005, an amount equal to \$660 multiplied by the number of Medicaid Group 2 ambulatory procedure listing services provided in State fiscal year 2005.

(o) Outpatient access preservation payments. The DHFS shall pay each Cook county hospital that experienced Medicaid ambulatory procedure listing services growth in excess of 15% between State fiscal year 2003 and State fiscal year 2005, an amount equal to \$1,975 multiplied by the percentage growth in Medicaid ambulatory procedure listing services provided between State fiscal year 2003 and State fiscal year 2005 multiplied by the number of Medicaid ambulatory procedure listing services provided in State fiscal year 2005.

(p) Rehabilitation outpatient adjustment payments. The DHFS shall pay each hospital that provided more than 5,000 Medicaid Group 6(a) ambulatory procedure listing services in State fiscal year 2005, an amount equal to \$990 multiplied by the number of Medicaid Group 6(a) ambulatory procedure listing services provided in State fiscal year 2005.

(q) Comprehensive outpatient base adjustment payments. Beginning with dates of service on or after April 15, 2008, the DHFS shall pay an add-on of \$55.50 to all Medicaid ambulatory procedure listing services, with the exception of Group 5 services, paid by the DHFS.

(r) The DHFS shall pay John H. Stroger Jr. Hospital of Cook County an amount equal to \$1,333 multiplied by each Medicaid day of care provided by the hospital in State fiscal year 2005.

(s) For purposes of this Section, the terms “Medicaid days”, “ambulatory procedure listing services”, and “ambulatory procedure listing payments” do not include any days, charges, or services for which Medicare was liable for payment, except where explicitly stated otherwise in this Section.

Effective Date: This Ordinance shall become effective immediately upon passage.

Approved and adopted this 6th day of February 2008.

**08-O-13
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

An Ordinance amending and restating an ordinance authorizing the execution of an agreement for a line of credit and related documents and the issuance of one or more promissory notes in connection therewith.

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that “a County which has a Chief Executive Officer elected by the electors of the County ... (is) a Home Rule Unit” and The County of Cook, Illinois (the “County”), has a Chief Executive Officer elected by the electors of the County and is therefore a Home Rule Unit and may, under the power granted by said Section 6(a) of Article VII of the Constitution of 1970, as supplemented by the Local Government Debt Reform Act, as amended, the (“Act”), exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of the Act, the County has the power to incur debt payable from any lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Board of Commissioners of the County (the “Board”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of general obligation full faith and credit notes without referendum for corporate purposes or which provides any special rules or procedures for the exercise of such power; and

WHEREAS, pursuant to an Ordinance adopted on the 12th day of July, 2006 (*the “Prior Authorizing Ordinance”*), the Board heretofore determined it to be advisable, necessary and in the best interests of the County that the County authorize the execution and delivery of an agreement for a line of credit; and

WHEREAS, pursuant to the Prior Authorizing Ordinance the Board authorized the issuance of one or more promissory notes to evidence the obligation to repay the principal of and interest on amounts drawn down by the County under such Agreement; and

WHEREAS, the Prior Authorizing Ordinance provided for the execution of one or more Note Orders (as hereinafter defined) setting forth certain details of any such agreement and note, all within certain limitations (being, collectively, the “*Prior Parameters*”) and as set forth in the Prior Authorizing Ordinance; and

WHEREAS, to date no such agreement has been executed and no note has been issued pursuant to the Prior Authorizing Ordinance; and

WHEREAS, the Board now expressly determines that it is advisable and necessary that an agreement be executed and that one or more such notes be issued; and

WHEREAS, to such end it is hereby deemed advisable and necessary that the Board now specify, determine, amend and restate the Prior Parameters and amend and restate the Prior Authorizing Ordinance; and

WHEREAS, to such end it is hereby deemed advisable and necessary that the Board now adopts this Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of The County of Cook, Illinois, as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definitions:

A. The following words and terms are defined in the preambles hereto:

Act

Board

County

Prior Authorizing Ordinance

Prior Parameters

B. The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

Advance for Value means a receipt of funds by the County under the Agreement and relative to the Note which is a loan advance on and partial purchase price consideration for the Note, to be evidenced as provided in the Note form.

Agreement means that certain written agreement providing for the creation of a line of credit for the County and the issuance of one or more Notes to evidence the obligation of the County to repay amounts due and owing thereunder.

Chief Financial Officer means the Chief Financial Officer of the County.

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

Designated Officer means the President, Chief Financial Officer or any other office or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer.

Face Amount means the authorized maximum amount of the Note, as stated on its face.

Fixed Rate Note means a Note bearing interest at a fixed rate percent per annum.

Floating Rate Note means a Note bearing interest at a rate percent per annum which is subject to change from time to time, payable from time to time, and subject to various options for payment by the owners thereof, as more fully provided for in the Agreement.

Maturity Date means the date on which the principal of the Note is due and owing under the Agreement.

Note Order means the 2008 Note Order and Notification of Sale to be executed by the Chief Financial Officer and setting forth certain details of the Agreement and the Note as hereinafter provided.

Note Register means the books of the County kept by the Note Registrar to evidence the registration and transfer of the Note.

Note Registrar means the institution or person so designated and defined in the Note Order, or successors or assigns.

Ordinance means this Ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

Paying Agent means the institution, having fiduciary power, or person so designated and defined in the Note Order, or successors or assigns.

Purchase Price means the price paid to the County by the Purchaser for the Note.

Purchaser means the purchaser of the Note as so identified in the Note Order.

Regular Record Date means the fifteenth day before any interest payment date on the Note or such other date as may be provided in the Note Order.

Taxable means, with reference to the Note, the status of interest paid and received thereon as includable in the gross income of the owners thereof under the Code for federal income tax purposes.

Tax Exempt means, with respect to the Note, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes, except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

Section 1.2. Severability of Invalid Provisions: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 1.3. Short Title: This Ordinance may hereafter be cited by the County or hereinafter referred to as the “2008 Line of Credit Ordinance.”

ARTICLE II. DETERMINATIONS OF THE COUNTY

Section 2.1. Findings: The Board hereby finds and determines that (A) the Prior Authorizing Ordinance shall be amended and restated as set forth in this Ordinance; (B) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (C) this Ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; (D) it is necessary and in the best interests of the County that the County adopt this Ordinance; (E) it is necessary and in the best interests of the County that the Agreement be executed so as to provide for the timely defraying of necessary expenses incurred by the County for its corporate purposes; and (F) the execution of the Agreement, the borrowing of money for the purposes authorized therein and the issuance of the Note is for a proper public purpose and is in the public interest.

Section 2.2. Execution of the Agreement Authorized: The County is hereby authorized to enter into the Agreement with the Purchaser in such form as shall be approved by the Chief Financial Officer, and by majority poll, not subject to ratification or cancellation by the Board or its members, of all members of the Board, which form shall be as is deemed usual and customary in the municipal bond market and may include, without limitation, terms providing for posted security for one or more Notes, assignment of taxes, drawdown conditions, repayment provisions, and provisions for default, provided, however, that in the event of any conflict between the terms and provisions of this Ordinance and the Agreement, the terms and provisions of this Ordinance shall in all events control. The Chief Financial Officer be, and hereby is, authorized, empowered and directed to execute, and her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Agreement by the Board, and the County Clerk be, and hereby is, authorized, empowered and directed to attest the Agreement in the name, for and on behalf of the County, and thereupon to cause the Agreement to be delivered to the counterparty thereto. The Agreement (as executed) is entered into to provide for the loan of the proceeds of the Note to the County and the use of such proceeds as aforesaid and to pay the costs of issuing the Note, in the manner and with the effect therein provided. From and after the execution and delivery of the Agreement, the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed; and the Agreement shall constitute, and hereby is made, a part of this Ordinance, and a copy of the Agreement shall be placed in the official records of the County, and shall be available for public inspection at the office of the County Clerk.

Section 2.3. Note Authorized: For the purposes aforesaid, the Note is hereby authorized to be issued as a drawdown note in the aggregate principal amount of not to exceed \$200,000,000.

Section 2.4. Note Details: The Note shall be issued in the principal amount of not to exceed \$200,000,000 and shall bear such title and series designation as the Chief Financial Officer shall determine in the Note Order. The Note may be a Fixed Rate Note or a Floating Rate Note as provided in the Note Order. The Note shall be dated as of the first Advance for Value on the Note or as otherwise provided in the Agreement (any such date being the "Dated Date"), and the amount of the Note issued, being the sum of the amounts as shown as Advances for Value on the Note, not in excess of the Face Amount, less in each case principal payments made from time to time thereon, shall be the "Outstanding Principal Amount" of the Note. The Outstanding Principal Amount of the Note from time to time outstanding shall bear interest at not to exceed a rate percent per annum which is ten percent (10.00%), with interest payable on such date or dates as provided in the Agreement, upon any prepayment and on the Maturity Date. The Maturity Date shall be not later than November 30, 2010.

The Note shall bear interest on the Outstanding Principal Amount from time to time at the rate provided, in each case from the time advanced until duly paid or provided for, such interest being computed upon the basis of a 360-day year of twelve 30-day months.

Subject to the provisions of the Agreement, the interest on and all payments of principal of the Note shall be payable in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, upon presentation at the office of the Note Registrar, provided, however, that so long as a financial institution is the registered owner of the Note, then such payments shall be made by check or draft of the Note Registrar to the person in whose name the Note is registered as evidenced by the Note Register at the close of business on the applicable Regular Record Date, which check or draft shall be payable in lawful money of the United States of America and mailed to the address or transferred to such account of such registered owner as it appears on the Note Register or at such other address or account as may be furnished in writing to the Note Registrar, and provided, further, that the final installment of principal of and interest on the Note shall be paid upon surrender in lawful money of the United States of America, at the principal office maintained for the purpose by the Paying Agent or its proper agent.

If so provided in the Note Order, the Note may be redeemable or prepayable prior to maturity at the option of the County, in whole or in part on any date, upon such terms and at such times and at a redemption or prepayment price of par plus accrued interest to the date of redemption or prepayment, as determined by the Chief Financial Officer at the time of the sale thereof.

The Note shall have be substantially in the form attached to the Agreement and as approved by the Chief Financial Officer, her execution thereof to constitute approval of all terms set forth therein by the Board, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the County and shall be signed by the manual or duly authorized facsimile signatures of the Chief Financial Officer and County Clerk, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The execution by the County of the fully registered Note shall constitute full and due authorization of the Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Note shall be made only to or upon the order of the registered owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note shall have thereon a certificate of authentication duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. The certificate of authentication on the Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer of the Note Registrar.

Section 2.5. Sale and Delivery of Note: The Chief Financial Officer is hereby authorized to sell all or any portion of the Note to the Purchaser from time to time as the Chief Financial Officer shall determine that the proceeds of such sales are needed and on such terms as he may deem to be in the best interests of the County. Nothing contained in this Ordinance shall limit the sale of the Note or any portion thereof or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. Subsequent to the sale of the Note or subsequent to the sale of any portion thereof, the Chief Financial Officer shall file in the office of the County Clerk a Note Order directed to the Board identifying (i) the terms of the sale, (ii) the amount, if any, of the Note being sold as a Floating Rate Note, (iii) the Dated Date, (iv) the aggregate principal amount of the Note sold, (v) the repayment schedule for the principal of and interest on the Note, (vi) the optional redemption provisions, if any, applicable to the Note, (vii) whether the Note is Tax Exempt or Taxable and (viii) any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Note, and thereafter the Note as so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the Purchaser in accordance with the terms of sale.

Any Designated Officer and such other officers of the County as may be necessary are hereby authorized to execute such other documents, as may be necessary to implement the Agreement and the transactions contemplated thereby and to effect the issuance and delivery of the Note, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Board.

Section 2.6. Use of Proceeds: The proceeds of the Note shall be used to provide funds for the payment of necessary expenses incurred for the general corporate purposes of the County and to that end shall be set aside in the Working Cash Fund (the “Working Cash Fund”) and shall be used to pay the general corporate expenses of the County in accordance with customary disbursement procedures of the County.

Alternatively, the Chief Financial Officer may allocate the proceeds of the Note to one or more other funds or accounts of the County now in existence. The County by its Board reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of the Working Cash Fund or its accounts, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the County; subject, however, to the provisions of the tax covenants of the County relating to the Tax Exempt status of interest on the Note if it is issued as Tax Exempt.

Section 2.7. General Tax Covenants: In the event that the Note is issued as Tax Exempt, the provisions of this Section shall apply. The County covenants that it will take no action with respect to the proceeds of the Note which would result in making the interest payable on the Note subject to federal income taxes by reason of the Note being classified as an “arbitrage bond” within the meaning of Section 148 of the Code or rulings or regulations promulgated thereunder.

The County also agrees and covenants with the purchaser and registered owner of the Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Note and affects the status of the interest on the Note as Tax Exempt, if the Note is issued as Tax Exempt; that without limiting the generality of the foregoing, the County agrees: (a) through its officers, to make such further specific covenants, representations and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in a certification regarding tax exemption to be prepared by counsel approving the Note; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Note; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the County in such compliance; and that the County acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Note, under present rules, the County is treated as the “taxpayer” in such examination.

Section 2.8. Registered Form: The County agrees that it will not take any action to permit the Note, if it is issued as Tax Exempt, to be issued in, or converted into, bearer or coupon form.

ARTICLE III. MISCELLANEOUS

Section 3.1. Ratification of Acts: All acts of the Board, the Designated Officers and the officers and employees of the County that are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

Section 3.2. Superseder: All ordinances, resolutions, motions, orders or parts thereof in conflict with this Ordinance including, specifically, the Prior Authorizing Ordinance, are, to the extent of such conflict, hereby superseded. The Prior Authorizing Ordinance is hereby amended and restated as hereinabove set forth.

Section 3.3. Effective Date: This Ordinance shall be immediately operative, effective and valid upon its passage and approval.

Approved and adopted this 6th day of February 2008.

**08-O-14
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

COUNTY CLEAN INDOOR AIR ORDINANCE AMENDMENT

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 30 Environment, Sections 30-914 through 30-916 and Section 30-921, of the Cook County Code is hereby amended as follows:

Sec. 30-914. Prohibition of smoking in public places.

Smoking shall be prohibited in all enclosed public places and places of employment within the County of Cook, including without limitation the following places:

- (1) Arcades.
- (2) Aquariums, galleries, libraries, and museums.
- (3) Bars/taverns.
- (4) Bingo facilities.
- (5) Bowling alleys.
- (6) Convention facilities.
- (7) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
- (8) Health care facilities and adult day care facilities.
- (9) Day care centers, nursery schools, elementary schools, high schools, community colleges, technical training establishments, specialty schools, colleges, and universities.
- (10) Lobbies, hallways and other common areas in apartment buildings, condominiums and enclosed common areas in trailer parks.
- (11) Polling places.
- (12) Public transportation under the authority of government agencies, including without limitation buses, trains, taxicabs, and limousines, and ticket boarding and waiting areas of public transit stations.
- (13) Restaurants, including if applicable, a restaurant bar area.
- (14) Restrooms, lobbies, reception areas, hallways, and other enclosed common-use areas.

- (15) Public elevators and all retail stores where merchandise is displayed and offered for sale.
- (16) Rooms, chambers, places of meeting or public assembly, including without limitation school buildings, under the control of an agency, board, commission, committee or council or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the County.
- (17) Service lines.
- (18) Shopping malls.
- (19) Sports arenas or recreational areas, including without limitation, enclosed places in outdoor areas.
- (20) Grocery stores.
- (21) Public meetings.
- (22) Gymnasiums.
- (23) Gaming facilities.
- (24) Public and private school buildings.
- (25) Private clubs or lodges.

Sec. 30-915. Reasonable distance.

Smoking is prohibited within 15 feet of any entrance, exit, windows that open or ventilation intakes to an enclosed area in which smoking is prohibited.

Sec. 30-916. Where smoking is not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of this division, provided smoking is not limited in such areas under the Illinois Clean Indoor Air Act:

- (1) Private residences, except when used as a licensed childcare, adult care facility, health care facility, or a home-based business of any kind open to the public.
- (2) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, that all smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into nonsmoking rooms or other areas where smoking is prohibited. Not more than 25 percent of the rooms rented to guests in a hotel or motel may be so designated. The status of rooms as smoking or nonsmoking may not be changed, except to permanently add additional nonsmoking rooms.
- (3) Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed or to remain, as the case may be, in a room where smoking is permitted and the smoke shall not infiltrate other areas of the nursing home.

Sec. 30-921. Violations and penalties.

(a) A person who smokes in an area where smoking is prohibited by this division shall be guilty of an infraction, punishable by a fine not more than \$100.00.

(b) A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this division shall be guilty of an infraction, punishable by:

- (1) A fine not exceeding \$250.00 for the first violation.
- (2) A fine of not more than \$500.00 for the second violation within one year of the first violation.
- (3) A fine of not more than \$2,500.00 for each additional violation within one year and a 60-day suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(c) Each day on which a violation of this division occurs shall be considered a separate and distinct violation.

(d) Fines collected pursuant to this division will be deposited into a special fund created and maintained by the Cook County Treasurer. This special fund shall be utilized as directed by the Cook County Board of Commissioners for enforcement, public education purposes relating to the health hazards associated with smoking and for lung related illness programs. The Cook County Board of Commissioners may enter into intergovernmental agreements with local governmental entities to allow distribution of a portion of such special fund to such local governmental entities, for use in accordance with these purposes.

Effective Date: This Ordinance Amendment shall take effect immediately upon adoption.

Approved and adopted this 20th day of February 2008.

08-O-15
REPEALING ORDINANCE

Sponsored by

THE HONORABLE ANTHONY J. PERAICA, COUNTY COMMISSIONER

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 54 Licenses, Permits and Miscellaneous Business Regulations, Sections 54-312 through 54-325 are hereby repealed.

ARTICLE VI. BUILDING SERVICE WORKERS

Sec. 54-321. Title.

This article may be cited as the "Displaced Building Service Workers Protection Ordinance".

Sec. 54-322. Definitions.

In this article:

Building means a structure, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate building.

Building service means work performed in connection with the care or maintenance of an existing building and includes, but is not limited to, work performed by a watchman, security officer, door staff, building cleaner, maintenance technician, handyman, janitor, elevator operator, window cleaner, building engineer and groundskeeper.

Building service contract means a contract let to any covered employer for the furnishing of building services and includes any subcontract for such services.

Building service contractor means any person who enters into a building service contract.

Building service employee means any person employed as a building service employee by a covered employer who has been regularly assigned to a building on a full or part-time basis for at least 25 days immediately preceding any transition in employment subject to this section except for persons:

- (1) Who are managerial, supervisory, or confidential employees, provided that this exemption shall not apply to building engineers for existing properties;
- (2) Earning in excess of \$25.00 per hour from a covered employer; and
- (3) Regularly scheduled to work fewer than six hours per week at a building.

County of Cook means any city, township, administration, department, division, bureau, board or commission, or a corporation, institution, or agency of government, the expenses of which are paid in whole or in part from the County treasury.

Covered employer means any person who owns or manages real property, either on its own behalf or for another person, or any person who contracts or subcontracts with an owner or manager of real property within the County of Cook for real estate, including, but not limited to, housing cooperatives, condominium associations, building managing agents, and any building service contractor provided, however, that the requirements of this article shall not apply to:

- (1) Residential buildings under 50 units;
- (2) Commercial office, institutional, or retail buildings of less than 75,000 square feet;
- (3) Any building owned by any government entity; or
- (4) Any building that is owned or operated by a hospital or hospital affiliate as defined in the Hospital Licensing Ordinance.

Person means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ persons or enter into service contracts, but shall not include the City of Chicago, the County of Cook, and the federal government or any other entity, or any individual or entity managing real property for a governmental entity.

Successor employer means a covered employer that:

- (1) Has been awarded a building service contract to provide, in whole or in part, building services that are substantially similar to those provided under a service contract that has recently been terminated; or
- (2) Has purchased or acquired control of property in which building service employees were employed.

Sec. 54-323. Protection for building service employees.

(a) No less than 25 calendar days before terminating any building service contract, any covered employer shall request the terminated contractor to provide the successor employer and any collective bargaining representative of any of the affected employees where there is a collective bargained contract for the site, a full and accurate list containing the name, address, date of hire, and employment occupation classification of each building service employee employed on the notice date at the site or sites covered by the terminated contract.

(b) No less than 25 calendar days before transferring a controlling interest in any covered building in which building service employees are employed, any covered employer shall provide to the successor employer and any collective bargaining representative of any of the affected employees where there is a collective bargained contract for the site, a full and accurate list containing the name, address, date of hire, and employment occupation classification of each building service employee currently employed at the site or sites covered by the transfer of controlling interest.

(c) Any covered employer shall provide to the successor employer and any collective bargaining representative of any of the affected employees where there is a collective bargained contract for the site, a full and accurate list containing the name, address, date of hire, and employment occupation classification of each building service employee currently employed at the site or sites covered by the terminated building service contract no more than seven calendar days after notice that its building service contract has been terminated.

(d) When providing the notice required under this section, each covered employer shall ensure that a notice to building service employees is posted setting forth the rights provided under this section and which includes a copy of the list provided under the preceding Sections, and that such notice is also provided to the employees' collective bargaining representative where there is a collective bargained contract for the site. The notice and list shall be posted in the same location and manner that other statutorily required notices to employees are posted at the affected site or sites.

(e) A successor employer shall retain for a 25-day transition employment period at the affected site or sites those building service employees of the terminated building service contractor and its subcontractors, or other covered employer, employed at the site or sites covered by the terminated building service contract.

(f) If at any time the successor employer determines that fewer building service employees are required to perform building services at the affected building than had been performing such services under the former employer, the successor employer shall retain the predecessor building service employees by seniority within job classification; provided that during such a 25-day transition period, the successor employer shall maintain a preferential hiring list of those building service employees not retained at the building who shall be given a right of first refusal to any jobs within their classification that becomes available during that period.

(g) Except as provided in Subsections (f), (i) and (j) during such 25-day period, the successor contractor shall not discharge without cause an employee retained pursuant to this section.

(h) At the end of the 25-day transition period, the successor employer shall perform a written performance evaluation for each employee retained pursuant to this section. If the employee's performance during such 25-day period is satisfactory, the successor contractor shall offer the employee continued employment under the terms and conditions established by the successor employer or as required by law.

(i) Nothing in this article shall restrict an existing or successor employer from obtaining a background check on an employee as may be required by a Federal, State or local governmental agency or from requiring that an employee undergo appropriate testing and investigation consistent with the existing or successor employer's personnel policies.

(j) Nothing in this article shall restrict an existing or successor employer from complying with requirements of the Illinois Department of Financial and Professional Regulation.

Sec. 54-324. Violation.

(a) A building service employee who has been discharged or not retained in violation of this article may bring an action in court against a successor contractor and covered employer for violation of any obligation imposed pursuant to this article.

(b) The following are appropriate remedies for violations of this article, as a court deems just and proper:

- (1) Injunctive relief;

- (2) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of (i) the average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification; or (ii) the final regular rate received by the employee.
- (3) Costs of benefits the successor employer would have incurred for the employee under the successor contractor's or employer's benefit plans.
- (4) The building service employee's reasonable attorney's fees and costs.
- (5) An award requiring the terminated contractor or former employer to provide the successor employer with the information required pursuant to Section 54-323(c) of this article.
- (6) Any additional relief the court deems just and proper.

Sec. 54-325. Exemptions.

The provisions of this article do not apply:

- (1) To any successor employer that, on or before, the effective date of the transfer of control from a predecessor covered employer to the successor employer to the commencement of services by a successor building service contractor, agrees to assume, or to be bound by, the collective bargaining agreement of the predecessor covered building service employees, provided that the collective bargaining agreement provides terms and conditions for the discharge or laying off of employees.
- (2) Where there is no existing collective bargaining agreement as described in Subsection (1), to any successor employer that agrees, on or before the effective date of the transfer of control from a predecessor covered employer to the successor employer or the commencement of services by a successor building service contractor, to enter into a new collective bargaining agreement covering its building service employees, provided that the collective bargaining agreement provides terms and conditions for the discharged or laying off of employees.
- (3) To any successor employer whose building service employees will be accredited to a bargaining unit with a preexisting collective bargaining agreement, provided that the collective bargaining agreement provides terms and conditions for the discharged or laying off of employees.
- (4) To any covered employer that obtains a written commitment from a successor employer that the successor employer's building service employees will be covered by a collective bargaining agreement falling within Subsection (1), (2) or (3).

Approved and adopted this 20th day of February 2008.

**08-O-18
ORDINANCE**

Sponsored by

THE HONORABLE LARRY SUFFREDIN, COUNTY COMMISSIONER

**AN ORDINANCE INCREASING THE COURT SYSTEM FEE COLLECTED
BY THE CIRCUIT COURT CLERK OF COOK COUNTY**

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 18 Courts Article II, Section 18-35 of the Cook County Code is hereby amended as follows:

Sec. 18-35. Court system.

A court system fee as set out in Section 32-1 shall be:

(a) Assessed against the defendant and added to all fines imposed for traffic violation of the Illinois Vehicle Code (625 ILCS 5/1-100 et seq.), other than 625 ILCS 5/11-501 (driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof), or violations of similar provisions contained in County or municipal ordinances committed in the County, and a fee as set out in Section 32-1 to be added to all fines imposed for violation of 625 ILCS 5/11-501 (driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof), or a violation of a similar provision contained in County or municipal ordinances committed in the County. The proceeds of such fees shall be used to finance the court system of the County.

(b) Assessed against the defendant on a judgment of guilty or a grant of supervision under 730 ILCS 5/5-9-1 (Unified Code of Corrections) for a felony, Class A misdemeanor, Class B misdemeanor, Class C misdemeanor, petty offense, and for a business offense. The proceeds of such fees shall be used to finance the court system of the County.

(c) Assessed against the defendant and added to all fines imposed for the second or subsequent violations of 625 ILCS 5/11-501 (driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof), or violations of similar provisions contained in county or municipal ordinances committed in the county. The proceeds of this fee shall be placed in the County general fund and used to finance education programs related to driving under the influence of alcohol or drugs.

(d) The fee shall be in addition to all other fines and charges assessed by the Circuit Court of the County and shall be remitted by the clerk of the Circuit Court of the County to the County Treasurer for deposit.

BE IT FURTHER ORDAINED, the fee increase imposed herein shall be reflected in a corresponding projection of annual revenue, as stated in writing by the Clerk of the Circuit Court. In the event of a shortfall between the estimated annual revenue, and the actual annual revenue collected from the fees, the amount of the shortfall shall be imposed as a reduction in the annual appropriation for the operating budget of the Clerk of the Circuit Court; and

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners, the Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

Sec 32-1. Fee schedule.

The Fees or charges provided for or required by the below listed sections shall be as shown below:

Chapter 18, Courts

18-35(a)	Court System Fee: Violation of 625 ILCS 5/1-100 et seq. or similar County or municipal ordinance.	5.00
	Court System Fee: First violation of 625 ILCS 5/11-501 (driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof), or a County or municipal provision.	30.00
18-35(b)	Court System Fee: Second or Subsequent violation of 625 ILCS 5/11-501 (driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof), or a County or municipal provision.	100.00
18-35(c)	Court System Fee, to be paid upon a Judgment of Guilty or Grant of Supervision under 730 ILCS 5/5-9-1 Unified Code of Corrections)	
	For a felony	50.00
	For a Class A misdemeanor	25.00
	For a Class B or Class C misdemeanor	15.00
	For a petty offense	10.00
	For a business offense	10.00

Effective date: This Ordinance shall be effective March 1, 2008.

Approved and adopted this 20th day of February 2008.

**08-O-19
ORDINANCE**

Sponsored by

THE HONORABLE LARRY SUFFREDIN, COUNTY COMMISSIONER

**AN ORDINANCE INCREASING THE COURT SECURITY SERVICE FEE COLLECTED
BY THE CIRCUIT COURT CLERK OF COOK COUNTY**

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 18 Courts Article II, Section 18-32 of the Cook County Code is hereby amended as follows:

Sec. 18-32. Court security services fee.

(a) *Short Title.* This section shall be known and may be cited as the Cook County Court Services Fee Ordinance.

(b) *Title.* The fee herein imposed is in addition to all other fees or taxes imposed by the County, the State or any municipal corporation or political subdivision thereof.

(c) *Fees imposed.* A court services fee as set out in Section 32-1 shall be:

- (1) Paid in civil cases by each party at the time of filing the first pleading, paper or other appearance; provided that no additional fee shall be required if more than one party is represented in a single pleading, paper or other appearance.
- (2) Assessed in criminal, local ordinance, County ordinance, traffic, criminal domestic violence, and conservation cases against the defendant upon entering a plea of guilty, stipulation of facts or findings of guilty, resulting in a judgment of conviction, or order of supervision, or sentence of probation without entry of judgment pursuant to 720 ILCS 550/10 (Cannabis Control Act – penalties for first offenders); 720 ILCS 570/410 (Controlled Substance Act – penalties for first offenders); 720 ILCS 646/70 (Methamphetamine Control and Community Protection Act – penalties for first offenders); 720 ILCS 5/12-4.3 (aggravated battery of a child); 20 ILCS 301/40-10 (Alcoholism and Other Drug Abuse and Dependency Act); or Section 10 of the Steroid Control Act, former Illinois Revised Statutes, ch. 56-1/2, par.2310 (repealed). No court services fees shall be imposed or collected, however, in traffic, conservation, and ordinance cases in which fines are paid without a court appearance.

(d) *Collection.* The fees shall be collected in the manner in which all other court fees or costs are collected and shall be deposited into the County general fund for payment solely of costs incurred by the Sheriff in providing court security or for any other court services deemed necessary by the Sheriff to provide for court security; and

BE IT FURTHER ORDAINED, the fee increase imposed herein shall be reflected in a corresponding projection of annual revenue, as stated in writing by the Sheriff of Cook County. In the event of a shortfall between the estimated annual revenue, and the actual annual revenue collected from the fees, the amount of the shortfall shall be imposed as a reduction in the annual appropriation for the operating budget of the Sheriff of Cook County; and

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee Schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (in dollars)</i>
CHAPTER 18, COURTS		
18-32 (c)	Court services fee:	25.00

Effective date: This Ordinance shall be effective March 1, 2008.

Approved and adopted this 20th day of February 2008.

**08-O-20
ORDINANCE**

Sponsored by

THE HONORABLE JOAN PATRICIA MURPHY, COUNTY COMMISSIONER

Co-Sponsored by

**THE HONORABLE WILLIAM M. BEAVERS AND ROBERT STEELE
COUNTY COMMISSIONERS**

HOME RULE COUNTY RETAILER'S OCCUPATION TAX

WHEREAS, County of Cook is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution; and

WHEREAS, as a home rule county, County of Cook is authorized by 55 ILCS 5/5-1006 to impose a tax upon all persons in Cook County engaged in the business of selling tangible personal property; and

WHEREAS, The Board of Cook County Commissioners finds that additional revenue is required to fund the operations of Cook County Government; and

WHEREAS, the tax imposed pursuant to this Home Rule County Retailers' Occupation Tax Ordinance has remained constant at three-quarters percent (.75%) for the last sixteen (16) years since its imposition in 1992; and

WHEREAS, the increase herein proposed is one percent (1.00%).

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 74 Taxation, Article IV, Sections 74-150 through 74-152, of the Cook County Code is hereby amended as follows:

ARTICLE IV. RETAILERS' OCCUPATION TAX.

Sec. 74-150. Short title.

This article shall be known and may be cited as the Cook County Home Rule County Retail Occupation Tax Ordinance.

Sec. 74-151. Imposed.

As authorized by 55 ILCS 5/5-1006 (home rule county retailers' occupation tax law), a tax is imposed Countywide upon all persons in the County engaged in the business of selling tangible personal property at retail, at the rate of one and three-quarters percent (1.75%) of the gross receipts from such sales made in the course of such business. The tax shall be paid in the manner provided in such statute.

Sec. 74-152. Notification of the Illinois Department of Revenue.

The Clerk of the Board is hereby authorized and directed to obtain and transmit a certified copy of this Ordinance to the Illinois Department of Revenue not later than five days after its effective date, and in no case later than April 1, 2008 so as to enable the Illinois Department of Revenue to proceed to administer and enforce this Ordinance, on behalf of the County of Cook, as of July 1, 2008.

Effective date: This Ordinance shall take effect upon passage, except that the rate increase in Section 74-151 shall not take effect until July 1, 2008.

Approved and adopted this 29th day of February 2008.

**08-O-21
ORDINANCE**

Sponsored by

THE HONORABLE JOAN PATRICIA MURPHY, COUNTY COMMISSIONER

Co-Sponsored by

**THE HONORABLE WILLIAM M. BEAVERS AND ROBERT STEELE
COUNTY COMMISSIONERS**

HOME RULE COUNTY SERVICE OCCUPATION TAX

WHEREAS, County of Cook is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution; and

WHEREAS, as a home rule county, County of Cook is authorized by 55 ILCS 5/5-1007 to impose a tax upon all persons in Cook County engaged in the business of making sales of service; and

WHEREAS, The Board of Cook County Commissioners finds that additional revenue is required to fund the operations of Cook County Government; and

WHEREAS, the tax imposed pursuant to this Home Rule County Retailers' Occupation Tax Ordinance has remained constant at three-quarters percent (.75%) for the last sixteen (16) years since its imposition in 1992; and

WHEREAS, the increase herein proposed is one percent (1.00%).

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 74 Taxation, Article V, Sections 74-190 through 74-192, of the Cook County Code is hereby amended as follows:

ARTICLE V. SERVICE OCCUPATION TAX.

Sec. 74-190. Short title.

This article shall be known and may be cited as the Cook County Home Rule County Service Occupation Tax Ordinance.

Sec. 74-191. Imposed.

As authorized by 55 ILCS 5/5-1007 (home rule county service occupation tax law), a tax is imposed Countywide upon all persons in the County engaged in the business of making sales of service at the rate of one and three-quarters percent (1.75%) of the selling price of all tangible personal property transferred by such serviceperson either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. The tax shall be paid in the manner provided by such statute.

Sec. 74-192. Notification of the Illinois Department of Revenue.

The Clerk of the Board is hereby authorized and directed to obtain and transmit a certified copy of this Ordinance to the Illinois Department of Revenue not later than five days after its effective date, and in no case later than April 1, 2008 so as to enable the Illinois Department of Revenue to proceed to administer and enforce this Ordinance, on behalf of the County of Cook, as of July 1, 2008.

Effective date: This Ordinance shall take effect upon passage, except that the rate increase in Section 74-191 shall not take effect until July 1, 2008.

Approved and adopted this 29th day of February 2008.

**08-O-22
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT AND
LARRY SUFFREDIN, COUNTY COMMISSIONER**

Co-Sponsored by

**THE HONORABLE FORREST CLAYPOOL, MIKE QUIGLEY, JOHN P. DALEY,
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, JOSEPH MARIO MORENO,
JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, TIMOTHY O. SCHNEIDER,
PETER N. SILVESTRI, DEBORAH SIMS AND ROBERT B. STEELE
COUNTY COMMISSIONERS**

**ORDINANCE CONCERNING THE BUREAU OF HEALTH SERVICES
NOT WITHSTANDING ANY PROVISIONS IN EXISTING ORDINANCES:**

BE IT ORDAINED, Pursuant to Cook County’s home rule authority under Article VII, Section 6(c) of the 1970 Constitution of the State of Illinois, by the Cook County Board of Commissioners that Chapter 38 Health and Human Services, Article I, Sections 38-2 through 38-5 of the Cook County Code are hereby enacted:

Sec. 38-2. Creation of Cook County Bureau of Health Directors.

The Cook County Board of Commissioners (the “Board”) hereby establishes the Cook County Bureau of Health Directors (“CCBOHD”) for a term of three (3) years. The President and the Board shall delegate oversight of the Cook County Bureau of Health Services to the CCBOHD consistent with this Ordinance. The Directors shall, immediately upon initial approval by the Board of Commissioners of the appointment of members of IBOD, assume responsibility for the oversight of all entities currently within the jurisdiction of the Cook County Bureau of Health Services. The Directors shall consist of an Interim Board of Directors (“IBOD”) with nine (9) members. All votes shall require a simple majority of the full IBOD.

Sec. 38.2.a. Members of the IBOD shall be selected by the following process.

Sec 38-2.a(i). A Nominating Committee shall be convened no later than 14 days after enactment of this ordinance. This Nominating Committee shall include one person designated by each of the following organizations which so agree to participate as its representative: the Civic Federation of Chicago, the Civic Committee of the Commercial Club of Chicago, the Chicago Urban League, the Healthcare Financial Management Association, the Suburban Primary Health Care Council, the Illinois Public Health Association, the Metropolitan Chicago Healthcare Council, the Health and Medicine Policy Research Group, the Chicago Department of Public Health, the Cook County Physicians Association, the Chicago Federation of Labor, the Chicago Medical Society, and the Association of Community Safety Net Hospitals, and the Midwest Latino Health Research Center. The Nominating Committee shall elect its chair from its own ranks. All decisions shall be by majority vote. The Nominating Committee shall recommend twenty (20) candidates for nomination and shall transmit their names and qualifications to the President of the Cook County Board within 30 days of the Nominating Committee’s convening.

The Board shall provide necessary funding to allow the Nominating Committee to accomplish its purpose.

Sec. 38-2.a(ii). The President shall select nine Directors from the list of twenty submitted by the Nominating Committee within 14 days of receipt. Once nine (9) nominees have been selected, the President shall submit the final list of nominees to the Cook County Board of Commissioners.

Sec. 38-2.a(iii). The Cook County Board of Commissioners must vote to confirm or reject each of the nominees, as submitted by the President by majority vote within 14 days of submission. If a nominee is rejected, then the President must submit another nominee from the list of twenty candidates.

Sec 38.2.b. Qualifications of the Directors. The slated nominees, as proposed to the President of the Cook County Board for his consideration, shall include among them persons with the requisite expertise and experience in areas pertinent to the governance and operation of a large and complex healthcare system. Among these areas shall be expertise and experience in the fields of finance, legal and regulatory affairs, healthcare management, employee relations, public administration, and clinical medicine.

Sec. 38.2.c. Compensation for the Directors. Directors shall be reimbursed for all reasonable expenses relating to performance of their duties, but shall be otherwise uncompensated. "Reasonable expenses" shall include administrative and secretarial support as needed.

Sec. 38.2.d. Fiduciary duty. Directors shall have a fiduciary duty to the Cook County Bureau of Health Services, the President, the Board of Commissioners, and the citizens of Cook County.

Sec. 38.2.e. Replacement of Directors. If a Director resigns from the IBOD then the Nominating Committee shall be convened to propose a replacement. The process of confirmation shall then be applied as outlined above.

Sec. 38.2.f. Removal of Directors. A Director may be removed for cause by a majority vote of the Nominating Committee after having been provided notice of the intent to remove said Director with reasonable time for the Director to respond thereto.

Sec. 38-3. Powers and Responsibilities of the IBOD.

The Interim Board of Directors shall have as its primary purpose, the following powers and responsibilities:

- 1) Ensuring the availability and access to high quality health care services, including primary and preventive care, for all medically indigent Cook County residents;
- 2) Ensuring efficacy in service delivery;
- 3) Ensuring sound fiscal management of all aspects of the Bureau of Health Services, including the collections of all governmental and private third party payers and other revenues;
- 4) Ensuring that all operations of the Bureau of Health Services, especially contractual and personnel matters are conducted free from any political interference in accordance with all applicable law;

- 5) Oversight of the Chief of the Bureau and the development of measures to evaluate the Chief's performance, including the reporting of such measures to the Board at six (6) month intervals;
- 6) Approval of annual operations and capital budgets which shall be submitted to the Board for final approval;
- 7) Approval of all personnel policies, consistent with existing state laws, county ordinances, personnel codes, collective bargaining agreements and court orders;
- 8) Approval of all leases, intergovernmental agreements and contracts, including all vendor and private third party payer agreements, with the prior approval of the Board of Commissioners of Cook County;
- 9) Acquisition, sale, repair and maintenance of all Bureau property and assets, with the prior approval of the Board of Commissioners of Cook County;
- 10) Conducting long-range strategic and fiscal planning, including the establishment and maintenance of operational and capital reserves specifically allocated to the CCBOHS;
- 11) Conducting audits in the manner now or hereafter provided for the audit of County funds and accounts. A copy of the audit report shall be submitted to the President, the Chairman of the Finance Committee of the Board, the Chairman of the Health and Hospitals Committee, and the Director of the County Office of the Auditor;
- 12) The Board shall elect its chair from its own ranks; and
- 13) The Board shall provide necessary funding to allow the IBOD to accomplish its purpose.

Sec. 38-4. Chief of the Bureau of Health Services; appointment and powers.

The IBOD shall, as soon as practical, select an Interim Chief of the Bureau of Health Services to take over all administrative responsibilities. The IBOD shall conduct a nationwide search in order to select the Chief of the Bureau of Health Services. Such search shall be concluded no later than 180 days from the enactment of this Ordinance. All current Bureau staff shall assist in the transition.

The Chief of the Bureau of Health Services shall have full operational responsibility and independent managerial authority for all entities within the Bureau, consistent with all applicable federal, state and county law and regulations:

- 1) Establishing Bureau of Health Services operational and capital budgets subject to IBOD approval;
- 2) Hiring and firing of personnel in conformity with all state laws, county ordinances, personnel codes, court orders and collective bargaining agreements;
- 3) Development and implementation of personnel policies consistent with all existing state laws, county ordinances, personnel codes, court orders and collective bargaining agreements, subject to IBOD approval;

- 4) Selection of outside vendors and consultants in conformity with all county ordinances;
- 5) Negotiating and executing leases, intergovernmental agreements and contracts, including private third party payer agreements, subject to the approval of the IBOD for all such transactions in excess of a specified dollar amount, to be set by the IBOD, subject to the prior approval of the Cook County Board of Commissioners; and
- 6) The purchase, sale or repair of equipment consistent with the Cook County Procurement Ordinance.

The Chief of the Bureau of Health Services shall submit a report quarterly to the Health & Hospitals Committee of the Cook County Board of Commissioners regarding the status of Bureau operations.

Sec. 38-5. Disclosure of Interests Required.

- 1) Any Director, employee, officer, agent, and professional or business adviser of the IBOD who has direct or indirect interest in any contract or transaction with the IBOD, shall disclose this interest to the President, the Board, and the IBOD.
- 2) This interest shall be set forth in the minutes of the IBOD, and the Director, employee, officer, agent, and professional or business adviser having such interest shall not participate on behalf of the IBOD in the authorization of any such contract or transaction.

Sec. 38-6. Indemnification.

The members of the Nominating Committee and the IBOD shall be indemnified by the County in a like manner as any county employee or officer for any cause of action against them arising out of the performance of their duties as members of the Nominating Committee or IBOD.

Sec. 38-7. Severability.

Any provision of this Ordinance declared to be unconstitutional or otherwise invalid shall not impair the remaining provisions of this Ordinance.

Sec. 38-8. Termination of IBOD.

The Cook County Bureau of Health Directors and this Ordinance shall terminate after three (3) years from the effective date of this Ordinance, unless the Cook County Board of Commissioners acts to renew its powers and responsibilities.

Approved and adopted this 29th day of February 2008.

**08-O-23
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

**AMENDMENTS TO THE COUNTY CODE OF ORDINANCES CONCERNING
THE PURCHASING AGENT'S INCREASE IN AUTHORIZATION
FROM \$25,000.00 TO \$100,000.00 INCLUDING RELATED CHANGES TO GENERAL
DEFINITIONS AND THE MINORITY- AND WOMEN- OWNED ENTERPRISE ORDINANCE**

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter I General Provisions, Section 1-3, Chapter 34 Finance, Article IV Procurement and Contracts, Division 1 Generally, Sections 34-121, 34-125, 34-151 and Section 34-277 of the Cook County Code is hereby amended as follows:

CHAPTER 1 GENERAL PROVISIONS

Sec. 1-3 Definitions and rules of construction

Department. The term "Department" means a department which is a part of the government of the County of Cook, Illinois and shall include an agency which is a part of the government of the County of Cook, Illinois. However, for the purposes of Chapter 34, Article IV, The term "Department" means one of the entries listed in the Index of Departments contained in the Annual Appropriation Bill.

ARTICLE IV. PROCUREMENT AND CONTRACTS

DIVISION 1. GENERALLY

Sec. 34-121. Contracts for supplies, material and work.

All contracts for supplies, materials and equipment and contractual services for the County of Cook shall be let as provided in this Article IV. All contracts for supplies, materials and equipment and contractual services for Cook County, including the separately elected Officials, which involve an expenditure of \$100,000.00 or more shall be approved by the Board of Commissioners and signed by the President of the Board, the County Purchasing Agent and the Comptroller. All contracts for supplies, materials, and equipment and contractual services for Cook County, including the separately elected Officials, which involve an expenditure of less than \$100,000.00 shall be approved by the Purchasing Agent; however, all contracts for supplies, materials and equipment and contractual services for Cook County, including the separately elected Officials, shall also require Board approval in circumstances where the aggregate of expenditures by a Department within the County, or any separately elected official, to the same vendor for the same, or substantially the same, supplies, materials, equipment or contractual services within the same fiscal year equal a sum of \$100,000.00 or more.

Sec. 34-125. No delegation of power to act for expenditure of \$100,000.00 or more.

No officer of the County, or other person, shall incur any indebtedness on behalf of the County unless first authorized by the County Board; provided, however, that the Purchasing Agent shall have the authority to approve purchases in an amount less than \$100,000.00 without Board approval. The County Board shall have no power or authority to delegate to any committee or other person or persons the "power to act," when such "power to act" shall involve the letting of any contract or the expenditure of public money in the amount of \$100,000.00 or more except in the following instances: the payment of public utility bills and the payment of rent, pursuant to the provisions of a lease previously approved by the County Board, payment of insurance premiums, agreements and other documents necessary to carry out grant-funded projects or other board authorized transactions. Any action of the Board, or of any committee thereof, or of any other person or persons in violation of this section shall be null and void. No money shall be appropriated or ordered paid by the County Board, in the amount of \$100,000.00 or more unless such appropriation shall have been authorized by a vote of the majority of the members elected to the County Board.

DIVISION 2. CONTRACT PROCUREMENT

Sec. 34-151. Purchase procedures and competitive bidding.

The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property which has become obsolete or unusable shall be based on competitive sealed bids in accordance with this Section 34-151 and the additional procedures set forth in Section 34-153, or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 34-152, unless designated as charitable donations pursuant to Subsection 34-153(f). No purchases, orders, or contracts of \$100,000.00 or more shall be made unless authorized by the County Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as provided for in Section 34-153. Notwithstanding the foregoing, if a governmental agency similar in size or larger than the County has awarded a bid to a vendor for the same or similar supplies, materials, equipment or contractual services as that sought by the County, the Purchasing Agent, in his or her discretion, is authorized to purchase the supplies, materials, equipment or contractual services from that vendor at the awarded bid price without having to issue a bid for the supplies, materials, equipment or contractual services as provided in this Section 34-151.

(a) *Purchases and Contracts of less than \$100,000.00.* Purchases and contracts for supplies, materials, equipment and contractual services and sales of personal property which has become obsolete or unusable and has a value of less than \$100,000.00, as estimated by the Purchasing Agent, shall be made in accordance with this Subsection (a). Purchases, excluding professional services, having a cost of \$750.00 or less may be made with "petty cash" in the open market. All purchases greater than \$750.00 and less than \$100,000.00 may be made by competitive quotations on the open market without publication in a newspaper as provided below, but whenever practical shall be based on at least three such quotations.

(b) *Purchases and Contracts of \$100,000.00 or more; Authorization to advertise for bids.* The Department shall be responsible for requesting that the Board of Commissioners authorize the advertisement of a competitive bid.

(c) *Purchases and Contracts of \$100,000.00 or more; Advertisement for bids.* Upon authorization from the Board of Commissioners, the Purchasing Agent shall publish the advertisement at least once in a secular newspaper of general circulation within Cook County and at least five calendar days before the final date of submitting bids. Purchasing shall also post notification of the competitive bid on the Purchasing Agent's page of Cook County's web-site, located at www.cookCountygov/purchasing.com and on the Purchasing Office bulletin board in accordance with the provisions of Subsection 34-153(a). Such notices shall include a general description of the commodities or contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids. The County Purchasing Agent may also send requests by mail to prospective suppliers.

(d) *Purchases and Contracts of \$100,000.00 or more; Development and approval of specifications and contract terms.* The Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder will be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.

(e) *Purchases and Contracts of \$100,000.00 or more; Pre-bid conferences.* The Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than five business days, prior to originally scheduled Bid Opening to the Office of the Purchasing Agent, the Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a Bid Package by the Office of the Purchasing Agent.

(f) *Purchases and Contracts of \$100,000.00 or more; Requests for information, clarifications or exceptions to contract documents.* As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than five business days prior to the Bid Opening. Upon receipt of such a request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department or Elected Official receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.

(g) *Purchases and Contracts of \$100,000.00 or more; Communications with bidders during bid process.* From the time a Bid Package is made available until the recommendation for award of the contract is approved by the Board, all communications from bidders must be directed in writing to the Purchasing Agent. However, bidders may communicate with the County's Office of Contract Compliance relative to the submission of information regarding proposed minority and women owned business enterprise participation in the contract. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.

(h) *Purchases and Contracts of \$100,000.00 or more; Communication between bidders.* From the time a Bid Package is made available to bidders until the recommendation for award of the contract is approved by the Board, no bidder shall communicate with another bidder regarding the subject matter of the procurement, with the sole exception of communications a bidder may have with a minority or women owned business enterprise to meet requirements of minority or women owned business enterprise goals. Such quotations shall not be solicited or provided in a manner that discloses or requires the disclosure of the amount of a prospective bid.

(i) *Purchases and Contracts of \$100,000.00 or more.* Bids to conform to conditions in advertisements.

- (1) The County Board will not entertain or consider any bid;
 - a. Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent;
 - b. Not accompanied by the required certified check, bid deposit, or bid bond;
 - c. Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this article; or
 - d. Which in any other way fails to fully comply with the terms and conditions as stated in the advertisement for bids.
- (2) No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels, withdraws or modifies its bid after the bid opening will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a County contract for a period of one year from the date of bid opening. No certified check, bid deposit, or bid bond may be accepted after the exact time for submission of bids specified in the advertisement for bids.

(j) *Purchases and Contracts of \$100,000.00 or more; Examination and tallying of bids.* All bids shall be opened and tallied at a time predetermined by the President, who shall appoint a member of the County Board to preside and witness the conduct of the reading and announcing in public of all bids before all who desire to attend. The bids shall then be reported to the County Board at the next meeting after the opening thereof. If it is evident that only one qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via certified mail unopened. The Clerk announces this fact and that the Purchasing Agent will thereafter determine whether to re-issue the solicitation of competitive bids as a result. If it is determined that an error was made in announcing the bid or there was a failure to read all bids into the record, the Purchasing Agent shall notify the Commissioner who presided over the Bid Opening and the Clerk of the Board of the need to reconvene the Bid Opening to correct the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record.

(k) *Purchases and Contracts of \$100,000.00 or more; Evaluation of bids.* Immediately after the Bid Opening, a post bid meeting is scheduled wherein the Department and Contract Compliance reviews bids for technical specifications and minority business enterprise/women business enterprise requirements. Upon notification of a recommended vendor from the Department and Contract Compliance, the Office of the Purchasing Agent prepares the pre-award bids report and posts said report on the County's web-site and on the bulletin board outside the Purchasing Agent's Office. The time intervals required to evaluate bids are not always predictable. Bidders are responsible for monitoring the web-site or, if they lack web access, for calling the Office of the Purchasing Agent on Mondays after 12:00 noon at (312)603-5370 to determine whether a recommendation for award will be posted during the upcoming week.

(l) *Purchases and Contracts of \$100,000.00 or more; Bid protest procedure.* Any bidder who has reason to believe that the bidder identified in the posted recommendation for award is not entitled to be awarded the contract, or who has a complaint about the bid process, may submit a written bid protest, in writing, directed to the Purchasing Agent. Such protest may be submitted at any time prior to the announcement of the recommended bidder, but no later than three business days after the date upon which the recommendation for award is posted on the County's web-site and on the Purchasing Agent's bulletin board. The bid protest must state with specificity the basis upon which the bidder believes that the recommendation for award is erroneous, or the basis upon which the bidder believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting bidder. A bidder who could have submitted a request for exception, clarification or information prior to bid opening but failed to do so shall not be entitled to protest a bid on the basis of insufficient information or clarity after the bids have been opened.

(m) *Purchases and Contracts of \$100,000.00 or more; The Purchasing Agent shall decide all bid protests.* When a protest has been submitted, the Purchasing Agent shall defer presentation of a recommendation for award to the Board's Finance Committee until the bid protest has been decided.

(n) *Purchases and Contracts of \$100,000.00 or more; Contract award and execution.* The final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications are executed and all due diligence is performed prior to the request to award and execute the contract.

(o) *Purchases and Contracts of \$100,000.00 or more; Right to reject bids reserved.* The County Board reserves the right to reject any and all bids.

(p) *Purchases and Contracts of \$100,000.00 or more; Local business preference.*

- (1) In this section the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, fulltime work force within the County.
- (2) The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent.
- (3) The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

DIVISION 6. MINORITY-AND WOMEN-OWNED BUSINESS ENTERPRISES

Sec. 34-277. Definitions.

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

County contracts means any contract, purchase order or agreement (other than a lease or collective bargaining agreement):

- (1) Where the cost is to be paid from funds belonging to or administered by the County, including such funds subject to Federal reimbursement; or which requires that monies be paid to the County; and
- (2) That is Board valued at more than \$25,000.00.

Approved and adopted this 6th day of March 2008.

**08-O-25
ORDINANCE**

Sponsored by

THE HONORABLE PETER N. SILVESTRI, COUNTY COMMISSIONER

Co-Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT, JERRY BUTLER,

FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,

ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,

JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, MIKE QUIGLEY,

ANTHONY J. PERAICA, TIMOTHY O. SCHNEIDER, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 2 Administration, Article IV, Division 5 Inspector General, Section 2-282(b) of the Cook County Code is hereby amended as follows:

DIVISION 5. INSPECTOR GENERAL

Sec. 2-282. Qualifications, Appointment, and Term.

(b) The Independent Inspector General shall be appointed through the following process:

(1) With respect to the appointment of the initial Independent Inspector General:

- a. The President of the Cook County Board of Commissioners (“President”) shall request, from the Cook County Bar Association and the Chicago Bar Association (the “Bar Associations”), the names of three (3) candidates (the “Candidate List”) who are duly qualified and do not possess a personal or business relationship with any county elected official. The Candidate List shall be accompanied by each candidate’s résumé, qualifications, and a brief statement detailing each individual’s credentials for the appointment of Independent Inspector General. The Bar Associations shall submit the Candidate List within seventy-five (75) days of the President’s request for same. The Bar Associations shall provide the Board of Commissioners (“County Board”) with progress reports as to the status of the search. Progress reports shall be due on the 30th, 60th, and 75th day subsequent to the President’s request. The County Board shall receive and file said progress reports at the meeting of the County Board next succeeding each due date abovementioned. In the event the Bar Associations do not submit the Candidate List within seventy-five (75) days of the President’s request, the County Board may waive the Bar Associations’ participation and recommend alternative groups or associations to complete the Candidate List.

- b. The President shall submit the Candidate List to a bi-partisan selection committee (“Selection Committee”), which the President appoints and consists of: four (4) Commissioners (two representing the majority party and two representing the minority party of the County Board), the Cook County State’s Attorney and the Director of the Cook County Board of Ethics. The Selection Committee shall conduct interviews and/or any other such investigations of the candidates as the Selection Committee deems fit, and shall call a vote, within thirty (30) days of the President’s submission of the Candidate List unless additional time is necessary to complete pending investigations, however, any extension shall not exceed thirty (30) days, to determine which candidate from the Candidate List shall be submitted to the County Board for consideration for the office of Independent Inspector General. With respect to the vote of the Selection Committee, the President shall maintain his ex-officio non-voting status as governed in § 2-105-(c)(2) of the Cook County Code of Ordinances. If no candidate receives a majority vote for submission to the County Board, the President shall cast the deciding vote. The Candidate which the Selection Committee selects shall be submitted to the County Board for consideration at the meeting of the Board next succeeding the vote of the Selection Committee.

 - c. The County Board shall call a vote for the appointment of the Candidate to the office of Independent Inspector General no later than the second meeting of the County Board following the Selection Committee’s selection and submission to the Board. If the Candidate does not receive a majority vote, the nomination shall become null and void and the Selection Committee shall select a new Candidate from the remaining two candidates on the Candidate List. If none of the candidates from the Candidate List receives a majority vote, the Bar Associations shall supply a new Candidate List. Any subsequent Candidate List shall be submitted to the President within fourteen (14) days of the President’s request for same.
- (2) With respect to the appointment of any Independent Inspector General subsequent to the initial Independent Inspector General:
- a. Upon the occurrence of either a vacancy or anticipated vacancy in the position of Independent Inspector General (the “Vacancy”), the Board shall consider, at the first regularly scheduled meeting of the Board immediately succeeding the Vacancy, the selection of a professional group or association to determine the identity of a national executive search firm (the “Search Firm Selecting Association”) to perform executive search services and to create a pool of the twenty (20) most qualified candidates, for the position of Independent Inspector General, produced by the search (the “Pool”). The Board shall vote on the selection of the Search Firm Selecting Association no later than the second regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy.

1. The Search Firm Selecting Association shall determine the identity of the national executive search firm no later than the fourth regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy;
 2. The national executive search firm shall perform its services and submit the identities of the candidates which comprise the Pool, including résumés, qualifications, and statements detailing each member of the Pool's credentials for the appointment of Independent Inspector General, to the Candidate Review and Submission Association, defined in Section 2-282(b)(2) below, no later than the eighth regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy or within sixty (60) days of the Search Firm Selecting Association's selection of the national executive search firm, whichever date is sooner;
 3. In the event the Search Firm Selecting Association, or the national search firm, does not comply with the deadlines abovementioned, the County Board may waive the Search Firm Selecting Association's, or the national search firm, participation and recommend alternative groups or associations to complete the abovementioned duties; and
 4. The Search Firm Selecting Association, or its officers, agents, employees, and members, and the national executive search firm, or its officers, agents, and employees, shall not have a personal or business relationship with any county elected official.
- b. At the meeting of the Board wherein the vote to select the Search Firm Selecting Association is executed and finalized, the Board shall consider the selection of a professional group or association to assist the national executive search firm in the search process and to comparatively review and analyze the members of the Pool (the "Candidate Review & Submission Association"). The Board shall vote on the selection of the Candidate Review & Submission Association no later than the fourth meeting immediately succeeding the Vacancy.
1. The Candidate Review & Submission Association shall complete its comparative review and analysis of the members of the Pool no later than the tenth regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy or within thirty (30) days after receipt of all documents and materials related to the candidacy of the members of the Pool, whichever date is sooner; and
 2. The Candidate Review & Submission Association, or its officers, agents, employees, and members, shall not have a personal or business relationship with any county elected official.

- c. Within fourteen (14) days of the Candidate Review & Submission Association's completion of its comparative review and analysis of the members of the Pool, the Candidate Review & Submission Association shall provide the names of three (3) candidates (the "Candidate List") who are duly qualified and do not possess a personal or business relationship with any county elected official. The Candidate List shall be accompanied by each candidate's résumé, qualifications, and a brief statement detailing each individual's credentials for the appointment of Independent Inspector General. The national search firm and/or the Candidate Review & Submission Association shall provide the County Board with progress reports as to the status of the search. Progress reports shall be due at every second (2nd) meeting of the County Board following the confirmation and selection of the national search firm until the submission of the Candidate List to the President. The County Board shall receive and file said progress reports at each meeting of the County Board wherein said progress reports are due. In the event the Search Firm Selecting Association, the national search firm, or the Candidate Review & Submission Association do not comply with the deadlines abovementioned, the County Board may waive the aforementioned groups' participation and recommend alternative groups or associations to complete the Candidate List.
- d. The President shall submit the Candidate List to a bi-partisan selection committee ("Selection Committee"), which the President appoints and consists of: four (4) Commissioners (two representing the majority party and two representing the minority party of the County Board), the Cook County State's Attorney and the Director of the Cook County Board of Ethics. The Selection Committee shall conduct interviews and/or any other such investigations of the candidates as the Selection Committee deems fit, and shall call a vote, within thirty (30) days of the President's submission of the Candidate List unless additional time is necessary to complete pending investigations, however, any extension shall not exceed thirty (30) days, to determine which candidate from the Candidate List shall be submitted to the County Board for consideration for the office of Independent Inspector General. With respect to the vote of the Selection Committee, the President shall maintain his ex-officio non-voting status as governed in § 2-105-(c)(2) of the Cook County Code of Ordinances. If no candidate receives a majority vote for submission to the County Board, the President shall cast the deciding vote. The Candidate which the Selection Committee selects shall be submitted to the County Board for consideration at the meeting of the Board next succeeding the vote of the Selection Committee.

- e. The County Board shall call a vote for the appointment of the Candidate to the office of Independent Inspector General no later than the second meeting of the County Board following the Selection Committee's selection and submission to the Board. If the Candidate does not receive a majority vote, the nomination shall become null and void and the Selection Committee shall select a new Candidate from the remaining two candidates on the Candidate List. If none of the candidates from the Candidate List receives a majority vote, the Candidate Review & Submission Association shall supply a new Candidate List. Any subsequent Candidate List shall be submitted to the President within fourteen (14) days of the President's request for same.
- (3) Upon the approval of a majority vote of those elected and entitled to vote on the County Board, the candidate shall become the Cook County Independent Inspector General, with a term of six (6) years.
 - (4) Upon expiration of the Independent Inspector General's term, the President may request that the County Board reappoint the Independent Inspector General to a subsequent term. The County Board may, by a majority vote of those elected and entitled to vote, reappoint the Independent Inspector General to a subsequent term. In lieu of reappointment, the President with the advice and consent of the County Board may restart the selection process for a new Independent Inspector General as outlined in this section. The incumbent Independent Inspector General may submit his or her name to the Candidate Review & Submission Association as a candidate to be considered for selection and appointment.
 - (5) The Cook County Bureau of Human Resources shall be responsible for ensuring that background checks are conducted on the nominees selected by the Bar Associations and the Candidate Review & Submission Association. The results of the background checks shall be provided to the Selection Committee prior to the interviews of candidates.

Approved and adopted this 18th day of March 2008.

**08-O-27
ORDINANCE**

Sponsored by

THE HONORABLE LARRY SUFFREDIN, COUNTY COMMISSIONER

**AMENDMENT TO AN ORDINANCE AUTHORIZING
THE CIRCUIT COURT CLERK OF COOK COUNTY
TO ESTABLISH A FEE TO FINANCE CHILDREN'S ADVOCACY CENTERS**

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 18 Courts, Article II, Section 18-40 of the Cook County Code is hereby amended as follows:

Sec. 18-40. Children's Advocacy Center Fee.

Beginning on January 1, 2008, the Clerk of the Circuit Court of Cook County shall collect a mandatory fee of \$30.00 to be assessed as provided in this section. Assessments shall be collected by the Clerk of the Circuit Court and must be deposited into an account specifically for the operation and administration of Children's Advocacy Centers within Cook County.

The fee is to be paid as follows:

- 2) The fee shall be paid by the defendant in criminal cases on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections (730 ILCS 5) for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; for a business offense, but excluding any minor traffic violations under such Section.

This Ordinance shall not supersede any other Ordinance enacted by the Cook County Board of Commissioners, which establishes and sets fees to be charged for other services not previously listed and provided by the Cook County Circuit Court Clerk.

Effective date: This Ordinance shall be effective upon adoption.

Approved and adopted this 23rd day of April 2008.

**08-O-28
ORDINANCE**

Sponsored by

THE HONORABLE JOSEPH MARIO MORENO, COUNTY COMMISSIONER

Co-Sponsored by

THE HONORABLE JOAN PATRICIA MURPHY, COUNTY COMMISSIONER

WHEREAS, the County Board has previously established the fees to be charged by the County Clerk in conjunction with completing tax searches and preparing documents based on such searches; and

WHEREAS, in cooperation with the County Division of the Circuit Court, and with the goal of streamlining the court's process, the Clerk will provide a new document based on a tax search, to be filed by tax buyers in pending tax deed cases; and

WHEREAS, in the interests of clarity, the existing ordinance should list the new document among the items for which the Clerk may charge a tax search fee.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 2 Administration, Article IV, Division 2 County Clerk, Section 2-172(b) of the Cook County Code is hereby amended as follows:

DIVISION 2. COUNTY CLERK

Sec. 2-172. Clerk fees generally.

(b) The following fees shall be deposited by the County Clerk with the Comptroller of Cook County to the general fund:

- (1) The fee for issuing an original certificate of deposit for redemption from sold or forfeited taxes and the fee for each duplicate certificate shall be as set forth in Section 32-1;
- (2) The fee for the first year searched on each lot or tract and the fee for each additional year or fraction thereof searched when making a search and report of general taxes and special assessments for use in the preparation of estimate of cost of redemption from sales or for use in the preparation of estimate of cost of purchase of forfeited property, or for use in preparation of 20-year delinquent tax certifications to be filed in tax deed petition cases, or for use in preparation of order on the County Collector for searches requested by buyers at annual tax sale shall be as set forth in Section 32-1;
- (3) The fee for preparing from tax search report an estimate of cost of redemption concerning property sold, forfeited or withdrawn for nonpayment of general taxes and special assessments;
- (4) The fee for issuing a tax deed pursuant to order of the Circuit Court of Cook County shall be as set forth in Section 32-1.

Approved and adopted this 23rd day of April 2008.

**08-O-30
ORDINANCE**

Sponsored by

THE HONORABLE MIKE QUIGLEY, COUNTY COMMISSIONER

Co-Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS,
JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,
ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA,
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,
ROBERT B. STEELE AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

**AN ORDINANCE AUTHORIZING THE COMPTROLLER AND THE BUDGET DIRECTOR
TO REQUIRE PROOF OF APPROVED AVAILABLE FUNDING
BEFORE FUNDS CAN BE DISPERSED**

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 34 Finance, Article VI, Section 34-376 of the Cook County Code is hereby enacted as follows:

ARTICLE VI. GRANT FUNDED PAYMENTS

Sec. 34-376. Authorization for requirement of proof of funding.

(a) The Comptroller and Budget Director are hereby authorized to require that all payment requests on behalf of a grant funded entity or program have proof of approved available funding before any funds can be disbursed.

(b) Any payment request that causes the grant to exceed its approved budget or funding source shall be placed on budget hold until additional approved funding becomes available.

(c) Any grant, including renewable grants, whose funding will be forthcoming within six months of its start date may begin to incur expenditures, but will still be subject to the ordinance's provisions that prohibit expenditures from exceeding the approved funding source.

(d) Any grant that is expected to incur expenditures in excess of the approved budget or funding source shall obtain County Board of Commissioner's approval of the excess expenditures prior to incurring them.

(e) This Ordinance supplements the grant procedures as outlined in the FY2008 Annual Budget Resolution.

Approved and adopted this 23rd day of April 2008.

**08-O-31
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

FLOODPLAIN ORDINANCE AMENDMENT

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 106 Floodplains, Section 106-2, of the Cook County Code is hereby amended as follows:

Sec. 106-2. Definitions.

Designated floodway means the channel, including on-stream lakes, and that portion of the floodplain adjacent to a stream or watercourse as designated by IDNR/OWR, which is needed to store and convey the existing 100-year frequency flood discharge with no more than a 0.1 foot increase in stage due to the loss of flood conveyance or storage, and no more than a ten percent increase in velocities.

- (1) The floodways are designated on the Countywide flood insurance rate map for Cook County number 17031C dated August 19, 2008, prepared by FEMA.
- (2) To locate the designated floodway boundary on any site, the designated floodway boundary should be scaled off the designated floodway map and located on a site plan, using reference marks common to both maps. Where interpretation is needed to determine the exact location of the designated floodway boundary, IDNR/OWR should be contacted for the interpretation.
- (3) The terms designated floodway and "floodway" are synonymous for purposes of this chapter.

Floodplain means that land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. Floodplains may also include detached special flood hazard areas (SFHAs), ponding areas, etc. The floodplain is also known as the special flood hazard area (SFHA). The floodplains are those lands within the jurisdiction of the County that are subject to inundation by the base flood or 100-year frequency flood. The special flood hazard areas (SFHA's) of the County are generally identified on the Countywide flood insurance rate map (FIRM) for Cook County number 17031C, prepared by the Federal Emergency Management Agent and dated August 19, 2008.

Effective Date: This Ordinance amendment shall be effective immediately upon adoption.

Approved and adopted this 23rd day of April 2008.

**08-O-33
ORDINANCE**

Sponsored by

THE HONORABLE ROBERT B. STEELE, COUNTY COMMISSIONER

RECORDER POSTAL FEE ORDINANCE AMENDMENT

WHEREAS, Cook County is a “home rule” unit of local government pursuant to Article VII, section 6(a) of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, when a customer of the Recorder of Deeds requests that a transaction be returned to the customer by the U.S. Postal Service, the Recorder of Deeds is authorized, by Sec. 2-217 of the County Code, to charge, in addition to the recording fees, a service charge for each document that shall be mailed to the customer; and

WHEREAS, the Recorder of Deeds is further authorized, by Sec. 2-217, to rent mail type boxes to customers for delivery of its documents from the Recorder of Deeds office; and

WHEREAS, these two fees need to be increased to cover the Recorder’s costs for these services.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 32 Fees, Section. 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (in dollars)</i>
CHAPTER 2, ADMINISTRATION		
2-217	Postal fees:	
2-217(a)	Per document mailed	2.25
2-217(b)	Mailbox rental, per box, per month	20.00

Effective Date: This Ordinance shall be in full force and effect 30 days after passage.

Approved and adopted this 7th day of May 2008.

**08-O-34
ORDINANCE**

Sponsored by

THE HONORABLE ROBERT B. STEELE, COUNTY COMMISSIONER

RECORDER INTERNET DOCUMENT FEE ORDINANCE AMENDMENT

WHEREAS, pursuant to Illinois Statute 55 ILCS 5/3-5018 and 55 ILCS 5/5-1106.1, the Recorder is authorized to charge a fee for electronic copies of recorded documents obtained from the Recorder's Internet website; and

WHEREAS, in 2004, the Cook County Board of Commissioners adopted the Recorder Internet Document Copy Fee Ordinance, Sec. 2-216 of the County Code, and set the fee at \$.50 for an Internet copy; and

WHEREAS, the Industrial Engineers surveyed the recording process and performed a cost analysis and determined that \$.50 does not cover the Recorder's costs.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 32 Fees, Section 32-1 of the Cook County Code is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (in dollars)</i>
CHAPTER 2, ADMINISTRATION		
2-216(a)	Electronic copies of documents from Recorder's website, per document	1.50

Effective Date: This Ordinance shall be effective upon passage.

Approved and adopted this 7th day of May 2008.

**08-O-35
ORDINANCE**

Sponsored by

**THE HONORABLE FORREST CLAYPOOL, EARLEAN COLLINS, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, MIKE QUIGLEY,
DEBORAH SIMS, WILLIAM M. BEAVERS, JERRY BUTLER, JOHN P. DALEY,
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ANTHONY J. PERAICA,
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI AND LARRY SUFFREDIN
COUNTY COMMISSIONERS**

**AN AMENDMENT TO THE ORDINANCE ESTABLISHING
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

BE IT ORDAINED, pursuant to Cook County's home rule authority under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by the Cook County Board of Commissioners (“County Board”) that Chapter 38, Health and Human Services, Article 1, In General, Sections 38-2 through 38-5 of the Cook County Code are removed from Article I, are inserted into a newly created Article IV, Cook County Health and Hospitals System, and are thereafter amended and renumbered as follows:

ARTICLE IV. COOK COUNTY HEALTH AND HOSPITALS SYSTEM

Sec. 38-70. Short Title.

This Ordinance shall be known and may be cited as the “Ordinance Establishing the Cook County Health and Hospitals System.”

Sec. 38-71. Declaration.

(a) The County Board hereby establishes the Cook County Health and Hospitals System (“CCHHS or System”) which shall be an agency of and funded by Cook County. All personnel, facilities, equipment and supplies within the formerly constituted Cook County Bureau of Health Services are now established within the CCHHS. Pursuant to the provisions contained herein, the CCHHS and all personnel, facilities, equipment and supplies within the CCHHS shall be governed by a Board of Directors (“System Board”) as provided herein. The System Board shall be accountable to and shall be funded by the County Board and shall obtain County Board approval as required herein. The County Board hereby finds and declares that the CCHHS shall:

- (1) Provide integrated health services with dignity and respect, regardless of a patient's ability to pay;
- (2) Provide access to quality preventive, acute, and chronic health care for all the People of Cook County, Illinois (the “County”);
- (3) Provide quality emergency medical services to all the People of the County;
- (4) Provide health education for patients, and participate in the education of future generations of health care professionals;

- (5) Engage in research which enhances its ability to meet the healthcare needs of the People of the County; and,
- (6) Perform, through the Cook County Department of Public Health, essential services of a local public health authority as provided in the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code, other Cook County Ordinances imposing duties upon the Cook County Department of Public Health, and the regulations of the Cook County Department of Public Health promulgated thereunder; the Department of Public Health Act, 20 ILCS 2305/1 *et seq.*; the Civil Administrative Code of Illinois, 20 ILCS 2310/2310-1 *et seq.*; and as further detailed in regulations promulgated by the Illinois Department of Public Health under the Certified Local Health Department Code, 77 Ill. Adm. Code 600.110 *et seq.*; provided, however, that the County Board shall continue to serve as the Board of Health of Cook County.

(b) This Ordinance recognizes the essential nature of the Mission of the CCHHS as set forth in Section 38-74 of this Article and the need for sufficient and sustainable public funding of the CCHHS in order to fulfill its mission of universal access to quality health care.

Sec. 38-72. Definitions.

For purposes of this Ordinance, the following words or terms shall have the meaning or construction ascribed to them in this Section:

Chairperson means the chairperson of the System Board.

Cook County Code means the Code of Ordinances of Cook County, Illinois.

Cook County Health and Hospitals System also referred to as “CCHHS”, means the public health system comprised of the facilities at, and the services provided by or through, the Ambulatory and Community Health Network, Cermak Health Services of Cook County, Cook County Department of Public Health, Oak Forest Hospital of Cook County, Provident Hospital of Cook County, Ruth M. Rothstein CORE Center, and John H. Stroger, Jr. Hospital of Cook County, (collectively, the “CCHHS Facilities”).

County means the County of Cook, a body politic and corporate of Illinois.

County Board means the Board of Commissioners of Cook County, Illinois.

Director means a member of the System Board.

Fiscal Year means the fiscal year of the County.

Ordinance means the “Ordinance Establishing the Cook County Health and Hospitals System, as amended.

President means the President of the Cook County Board of Commissioners.

System Board means the eleven-member board of directors charged with governing the CCHHS.

Sec. 38-73. Establishment of the Cook County Health and Hospitals System Board of Directors (“System Board”).

(a) The System Board is hereby created and established. The System Board shall consist of eleven (11) members called Directors. The County Board delegates governance of the CCHHS to the System Board. The System Board shall, upon the appointment of its Directors as provided herein, assume responsibility for the governance of the CCHHS.

(b) Notwithstanding any provision of this Ordinance, the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code of Ordinances, and other provisions of the Cook County Code of Ordinances conferring authority and imposing duties and responsibilities upon the Board of Health and the Cook County Department of Public Health, shall remain in full force and effect.

Sec. 38-74. Mission of the CCHHS.

(a) The System Board shall have the responsibility to carry out and fulfill the mission of the CCHHS by:

- (1) Continuing to provide integrated health services with dignity and respect, regardless of a patient's ability to pay;
- (2) Continuing to provide access to quality primary, preventive, acute, and chronic health care for all the People of the County;
- (3) Continuing to provide high quality emergency medical services to all the People of the County;
- (4) Continuing to provide health education for patients, and continuing to participate in the education of future generations of health care professionals;
- (5) Continuing to engage in research which enhances the CCHHS' ability to meet the healthcare needs of the People of the County;
- (6) Ensuring efficiency in service delivery and sound fiscal management of all aspects of the CCHHS, including the collection of all revenues from governmental and private third party payers and other sources;
- (7) Ensuring that all operations of the CCHHS, especially contractual and personnel matters, are conducted free from any political interference and in accordance with the provisions of the Supplemental Relief Order and Consent Decree established in the federal civil litigation filed in the Northern District of Illinois under Case No. 69 C 2145 and titled *Shakman, et al. v. Democratic Organization, et al.* and all applicable laws; and,
- (8) Perform, through the Cook County Department of Public Health, essential services of a local public health authority as provided in the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code, other Cook County Ordinances imposing duties upon the Cook County Department of Public Health, and the regulations of the Cook County Department of Public Health promulgated thereunder; the Department of Public Health Act, 20 ILCS 2305/1 *et seq.*; the Civil Administrative Code of Illinois, 20 ILCS 2310/2310-1 *et seq.*; and as further detailed in regulations promulgated by the Illinois Department of Public Health under the Certified Local Health Department Code, 77 Ill. Adm. Code 600.110 *et seq.*; provided, however, that the County Board shall continue to serve as the Board of Health of Cook County.

(b) The System Board shall be responsible to the People of the County for the proper use of all funds appropriated to the CCHHS by the County Board.

Sec. 38-75. Nominating Committee.

(a) The Nominating Committee shall elect its chair from among its members and all decisions shall be by majority vote of the membership. The Nominating Committee shall include one (1) representative from each of the following organizations:

- (1) Civic Federation of Chicago;
- (2) Civic Committee of the Commercial Club of Chicago;
- (3) Chicago Urban League;
- (4) Healthcare Financial Management Association;
- (5) Suburban Primary Healthcare Council;
- (6) Illinois Public Health Association;
- (7) Metropolitan Chicago Healthcare Council;
- (8) Health and Medicine Policy Research Group;
- (9) Chicago Department of Public Health;
- (10) Cook County Physicians Association;
- (11) Chicago Federation of Labor;
- (12) Chicago Medical Society;
- (13) Association of Community Safety Net Hospitals; and
- (14) Midwest Latino Health Research Center.

(b) Pursuant to Ordinance 08-O-22, “Ordinance Concerning The Bureau of Health Services Notwithstanding Any Provision in Existing Ordinances,” which ordinance is amended by this Ordinance, the Nominating Committee convened, selected the names of twenty (20) individuals and transmitted these names to the President for nomination to the System Board. Pursuant to Ordinance 08-O-22, “Ordinance Concerning The Bureau of Health Services Notwithstanding Any Provision in Existing Ordinances,” which ordinance is amended by this Ordinance, the President then selected nine (9) names from among the names submitted by the Nominating Committee for the office of Director, and forwarded the list of nine (9) names to the County Board for its approval.

(c) Pursuant to this Amending Ordinance, the number of Directors on the System Board shall increase from nine (9) to eleven (11), one of whom shall be the Chairperson of the County Board’s Health and Hospitals Committee, serving *ex officio*. Accordingly, the President shall now select one (1) additional name from among the names initially submitted to the President by the Nominating Committee for nomination to the System Board, and shall transmit that name to the County Board for its approval, pursuant to Sec. 38-76 (b) (1) of this Ordinance.

Sec. 38-76. Members of the System Board.

(a) One of the eleven (11) Directors shall be the Chairperson of the Health and Hospitals Committee of the County Board who shall serve as an *ex-officio* member with voting rights. This Director shall serve as a liaison between the County Board and the System Board.

(b) The remaining ten (10) Directors of the System Board shall be appointed and removed as follows:

(1) For the initial Directors, the County Board shall approve or reject each of the names submitted by the President within fourteen (14) days from the date the President submitted the names, or at the next regular meeting of the County Board held subsequent to the fourteen (14) day period. Where the County Board rejects the President's selection of any name for the office of Director, the President shall within seven (7) days select a replacement name from the remaining names on the initial list of twenty (20) names. There is no limit on the number of names the County Board may reject. The County Board shall exercise good faith in approving the initial Directors as soon as reasonably practicable. In the event, the twenty (20) names initially submitted to the President by the Nominating Committee are exhausted before the County Board approves ten (10) names, the President shall direct the Nominating Committee to reconvene and to select and submit an additional three (3) names for each Director still to be appointed.

a. Each appointed Director, whether initial or subsequent, shall hold office until a successor is appointed. Any appointed Director shall be eligible for reappointment, but no appointed Director shall be eligible to serve more than two consecutive five-year terms.

b. Upon the expiration of an appointed Director's term, the successor Director shall be appointed in the same manner as the process set forth above for the nomination, selection and appointment of initial Directors; provided, however, that the Nominating Committee shall recommend three (3) names for each Director position to be filled at that time.

c. Any appointed Director may be removed for incompetence, malfeasance, neglect of duty, or any cause which renders the Director unfit for the position. The President or one-third (1/3) of the members of the County Board shall provide written notice to that Director of the proposed removal of that Director from office; which notice shall state the specific grounds which constitute cause for removal. The Director in receipt of such notice may request to appear before the County Board and present reasons in support of his or her retention. Thereafter, the County Board shall vote upon whether there are sufficient grounds to remove that Director from office. The President shall notify the subject Director of the final action of the County Board.

(2) In the event of a vacancy in an appointed Director position on the System Board, the President may recommend a replacement name to the County Board for its approval from the remaining names on the most recent list of names recommended by the Nominating Committee. In the alternative, the President may direct that the Nominating Committee reconvene to prepare a new list of three (3) names for the vacancy within thirty (30) days of the President's request. The successor Director shall then be appointed in the same manner set forth above for the selection and appointment of initial Directors.

a. A vacancy shall occur upon the:

1. Resignation,

2. Death,

3. Conviction of a felony, or

4. Removal from the office of an appointed Director as set forth in Section 38-76(B)(1)(e) of this Article.

b. Any appointed Director who is appointed to fill a vacancy shall serve until the expiration of his predecessor's term.

(c) The appointed Directors are not employees of the County and shall receive no compensation for their service but may be reimbursed for actual and necessary expenses while serving on the System Board.

(d) Directors shall have a fiduciary duty to the CCHHS and the County.

Sec. 38-77. Qualifications of Appointed Directors.

The appointed Directors shall include persons with the requisite expertise and experience in areas pertinent to the governance and operation of a large and complex healthcare system. Such areas shall include, but not be limited to, finance, legal and regulatory affairs, healthcare management, employee relations, public administration, and clinical medicine. The Nominating Committee, the President and the County Board shall take this Section into account in undertaking their respective responsibilities in the recommendation, selection and appointment of Directors.

Sec. 38-78. Chairperson/Officers of System Board.

(a) The Directors shall select the initial Chairperson of the System Board from among the initial Directors. The Chairperson shall serve a one-year term and, thereafter, the System Board shall annually elect a chairperson from among the Directors.

(1) The Chairperson shall preside at meetings of the System Board, and is entitled to vote on all matters before the System Board.

(2) A Director may be elected to serve successive terms as Chairperson.

(b) The Directors may establish such additional offices and appoint such additional officers for the System Board as they may deem appropriate.

Sec. 38-79. Meetings of the System Board.

(a) The President shall call the first meeting of the System Board. Thereafter, the Directors shall prescribe the times and places for their meetings and the manner in which regular and special meetings may be called.

(b) Meetings shall be held at the call of the Chairperson, however, no less than twelve (12) meetings shall be held annually.

(c) A majority of the voting Directors shall constitute a quorum. Actions of the System Board shall require the affirmative vote of a majority of the voting members of the System Board present and voting at the meeting at which the action is taken.

(d) To the extent feasible, the System Board shall provide for and encourage participation by the public in the development and review of financial and healthcare policy. The System Board may hold public hearings as it deems appropriate to the performance of any of its responsibilities.

(e) The System Board shall comply in all respects with "An Act in relation to meetings," as now or hereafter amended, and found at 5 ILCS 120/1, *et seq.*

(f) The System Board shall be an Agency to which the "Local Records Act," as now or hereafter amended, and found at 50 ILCS 205/1, *et seq.* applies.

Sec. 38-80. General Powers of the System Board.

Subject to the Mission of the CCHHS and consistent with this Ordinance, the System Board shall have following powers and responsibilities:

(a) To appoint the Chief Executive Officer of the CCHHS (“CEO”) or interim CEO, if necessary, as set forth in Sec. 38-81 hereinafter, to hire such employees and to contract with such agents, and professional and business advisers as may from time to time be necessary in the System Board’s judgment to accomplish the CCHHS’ Mission and the purpose and intent of this Ordinance; to fix the compensation of such CEO, employees, agents, and advisers; and, to establish the powers and duties of all such agents, employees, and other persons contracting with the System Board;

(b) To exercise oversight of the CEO;

(c) To develop measures to evaluate the CEO's performance and, to report to the President and the County Board at six (6) month intervals regarding the CEO’s performance;

(d) To authorize the CEO to enter into contracts, execute all instruments, and do all things necessary or convenient in the exercise of the System Board’s powers and responsibilities;

(e) To determine the scope and distribution of clinical services; provided, however, if the System Board determines that it is in the best interest of the CCHHS to close entirely one of the three CCHHS hospitals, such closure will require County Board approval;

(f) To provide for the organization and management of the CCHHS, including, but not limited to, the System Board’s rights and powers to approve all personnel policies, consistent with existing state laws, collective bargaining agreements, and court orders;

(g) To submit budgets for the CCHHS operations and capital planning and development, which promote sound financial management and assure the continued operation of the CCHHS, subject to approval by the County Board;

(h) To accept any gifts, grants, property, or any other aid in any form from the federal government, the state, any state agency, or any other source, or any combination thereof, and to comply with the terms and conditions thereof;

(i) To purchase, lease, trade, exchange, or otherwise acquire, maintain, hold, improve, repair, sell, and dispose of personal property, whether tangible or intangible, and any interest therein;

(j) In the name of the County, to purchase, lease, trade, exchange, or otherwise acquire, real property or any interest therein, and to maintain, hold, improve, repair, mortgage, lease, and otherwise transfer such real property, so long as such transactions do not interfere with the Mission of the CCHHS; provided, however, that transactions involving real property valued at \$100,000 or greater shall require express approval from the County Board;

(k) To acquire space, equipment, supplies, and services, including, but not limited to, services of consultants for rendering professional and technical assistance and advice on matters within the System Board’s powers;

(l) To make rules and regulations governing the use of property and facilities within the CCHHS, subject to agreements with or for the benefit of holders of the County Board's obligations;

(m) To adopt and from time to time amend or repeal bylaws and rules and regulations consistent with the provisions of this Ordinance;

(n) To encourage the formation of a not-for-profit corporation to raise funds to assist in carrying out the Mission of the CCHHS;

(o) To engage in joint ventures, or to participate in alliances, purchasing consortia, or other cooperative arrangements, with any public or private entity, consistent with state law;

(p) To have and exercise all rights and powers necessary, convenient, incidental to, or implied from the specific powers granted in this Ordinance, which specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the CCHHS' Mission and the purposes and intent of this Ordinance;

(q) To perform, through the Cook County Department of Public Health, essential services of a local public health authority as provided in the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code, other Cook County Ordinances imposing duties upon the Cook County Department of Public Health, and the regulations of the Cook County Department of Public Health promulgated thereunder; the Department of Public Health Act, 20 ILCS 2305/1 *et seq.*; the Civil Administrative Code of Illinois, 20 ILCS 2310/2310-1 *et seq.*; and as further detailed in regulations promulgated by the Illinois Department of Public Health under the Certified Local Health Department Code, 77 Ill. Adm. Code 600.110 *et seq.*; provided, however, that the County Board shall continue to serve as the Board of Health of Cook County, and

(r) To be the governing body of the licensed hospitals or other licensed entities within the CCHHS.

Sec. 38-81. Chief Executive Officer.

(a) The System Board shall appoint a Chief Executive Officer of the CCHHS ("CEO") or an interim CEO as necessary.

(b) The System Board shall conduct a nationwide search for a CEO which shall be concluded no later than one hundred eighty (180) days from the date of the County Board's approval of the appointment of the initial System Board.

(c) The CEO shall have the responsibility for

(1) Full operational and managerial authority of the CCHHS, consistent with existing federal and state laws, court orders and the provisions of this Ordinance;

(2) Preparing and submitting to the System Board the Budgets and Strategic and Financial Plans required by this Ordinance;

- (3) Operating and managing the CCHHS consistent with the Budgets and Financial Plans approved by the County Board;
 - (4) Overseeing expenditures of the CCHHS;
 - (5) Subject to Section 38-74(A)(7) of this Ordinance, hiring and discipline of personnel in conformity with the provisions of this Ordinance, all state laws, court orders, and collective bargaining agreements;
 - (6) Negotiating collective bargaining agreements as set forth in Sec. 38-84(C); and
 - (7) Carrying out any responsibility which the System Board may delegate; however, said delegation shall not relieve the System Board of its responsibilities as set forth in this Ordinance.
- (d) The CEO shall report to the System Board.
- (e) The CEO shall provide, through the System Board, quarterly reports to the County Board concerning the status of operations and finances of the CCHHS.

Sec. 38-82. Strategic and Financial Plans.

(a) As soon as practicable following the establishment of the System Board, the President shall provide to the System Board copies of the audited financial statements and of the books and records of account of the Bureau of Health Services for the preceding five (5) Fiscal Years of the County.

(b) The System Board shall recommend and submit to the President and the County Board Strategic and Financial Plans as required by this Section.

(c) Each Strategic and Financial Plan for each Fiscal Year, or part thereof to which it relates, shall contain:

- (1) A description of revenues and expenditures, provision for debt service, cash resources and uses, and capital improvements, each in such manner and detail as the County's Budget Director shall prescribe;
- (2) A description of the strategy by which the anticipated revenues and expenses for the Fiscal Years covered by the Strategic and Financial Plan will be brought into balance;
- (3) Such other matters that the County Board, in its discretion, requires; provided, however, that the System Board shall be provided with a description of such matters in sufficient time for incorporation into the Strategic and Financial Plan.

(d) Strategic and Financial Plans shall not have force or effect without the approval of the County Board and shall be recommended, approved and monitored in accordance with the following:

- (1) The System Board shall recommend and submit to the President and the County Board, on or before one hundred eighty (180) days subsequent to the date of the appointment of the initial Directors or as soon as practicable thereafter, an initial Strategic and Financial Plan with respect to the remaining portion of the Fiscal Year ending in 2008 and for Fiscal Years 2009 and 2010. The Board shall approve, reject or amend this initial Strategic and Financial Plan within forty-five (45) days of its receipt from the System Board.

- (2) The System Board shall develop a Strategic and Financial Plan covering a period of three (3) Fiscal Years.
- (3) The System Board shall include in each Strategic and Financial Plan estimates of revenues during the period for which the Strategic and Financial Plan applies. In the event the System Board fails, for any reason, to include estimates of revenues as required, the County Board may prepare such estimates. In such event, the Strategic and Financial Plan submitted by the System Board shall be based upon the revenue estimates prepared by the County Board.
- (4) The County Board shall approve each Strategic and Financial Plan if, in its judgment, the Strategic and Financial Plan is complete, is reasonably capable of being achieved, and meets the requirements set forth in this Section. After the System Board submits a Strategic and Financial Plan to the President and the County Board, the County Board shall approve or reject such Strategic and Financial Plan within forty-five (45) days or such Strategic and Financial Plan is deemed approved.
- (5) The System Board shall report to the President and the County Board, at such times and in such manner as the County Board may direct, concerning the System Board's compliance with the Strategic and Financial Plan. The President and the County Board may review the System Board's operations, obtain budgetary data and financial statements, require the System Board to produce reports, and have access to any other information in the possession of the System Board that the President and the County Board deem relevant. The County Board may issue recommendations or directives within its powers to the System Board to assure compliance with the Strategic and Financial Plan. The System Board shall produce such budgetary data, financial statements, reports and other information and comply with such directives.
- (6) For each Strategic and Financial Plan applicable to a Fiscal Year subsequent to the current Fiscal Year, the System Board shall regularly reexamine the revenue and expenditure estimates on which it was based and revise them as necessary. The System Board shall promptly notify the President and the County Board of any material change in the revenue or expenditure estimates in that Strategic and Financial Plan. The System Board may submit to the President and the County Board, or the County Board may require the System Board to submit, modified Strategic and Financial Plans based upon revised revenue or expenditure estimates or for any other good reason. The County Board shall approve or reject each modified Strategic and Financial Plan pursuant to paragraph (D)(4) of this Section.

Sec. 38-83. Preliminary CCHHS Budget and Annual Appropriation Ordinance.

(a) The System Board shall not make expenditures unless such expenditures are consistent with the County's Annual Appropriation Bill ("Annual Appropriation Ordinance") as provided in 55 ILCS 5/6-24001 *et seq.*

(b) The System Board may, if necessary, recommend and submit to the President and the County Board, for approval by the County Board, a request for intra-fund transfers within the Public Health Fund to accommodate any proposed revisions by the System Board to the line items set forth for the Bureau of Health Services in the existing Fiscal Year 2008 Annual Appropriation Ordinance.

(c) For Fiscal Year 2009 and each Fiscal Year thereafter, the System Board shall recommend and submit a Preliminary Budget for the CCHHS to the President and the County Board, for approval by the County Board, not later than forty-five (45) days prior to the first date for submission of budget requests set by the County's Budget Director.

(d) Each Preliminary Budget shall be recommended and submitted, in accordance with the following procedures:

- (1) Each Preliminary Budget submitted by the System Board shall be based upon revenue estimates contained in the approved Strategic and Financial Plan applicable to that budget year.
- (2) Each Preliminary Budget shall contain such information and detail as may be prescribed by the County's Budget Director. Any applicable fund deficit for the Fiscal Year ending in 2008 and for any Fiscal Year thereafter shall be included as an expense item in the succeeding Fiscal Year's Budget.

(e) The County Board shall approve each Preliminary Budget if, in its judgment, the Budget is complete, is reasonably capable of being achieved, and will be consistent with the Strategic and Financial Plan in effect for that Fiscal Year. The Board shall approve or reject each Preliminary Budget within forty-five (45) days of submission to the County Board or such Preliminary Budget is deemed approved. Such Preliminary Budget shall be included in the President's Executive Budget Recommendation.

(f) The CCHHS's Annual Appropriation shall be monitored as follows:

- (1) The County Board may establish and enforce such monitoring and control measures as the County Board deems necessary to assure that the revenues, commitments, obligations, expenditures, and cash disbursements of the System Board continue to conform on an ongoing basis with the Annual Appropriation Ordinance. If, in the discretion of the County Board, and notwithstanding the approved Annual Appropriation Ordinance, the County Board imposes an expenditure limitation on the System Board, the System Board shall not have the authority, directly or by delegation, to enter into any commitment, contract, or other obligation that would result in the expenditure limitation being exceeded. Any such commitment, contract or other obligation entered into by the System Board in derogation of this Section shall be voidable by the County Board. An expenditure limitation established by the County Board shall remain in effect for that Fiscal Year or unless revoked earlier by the County Board.
- (2) The System Board shall report to the President and the County Board at such times and in such manner as the County Board may direct, concerning the System Board's compliance with each Annual Appropriation Ordinance. The President and the County Board may review the System Board's operations, obtain budgetary data and financial statements, require the System Board to produce reports, and have access to any other information in the possession of the System Board which the President and the County Board deem relevant. The County Board may issue recommendations or directives within its powers to the System Board to assure compliance with the Annual Appropriation Ordinance. The System Board shall produce such financial data, financial statements, reports and other information and comply with such directives.

- (3) After approval of each Annual Appropriation Ordinance, the System Board shall promptly notify the President and the County Board of any material change in the revenues or expenditures set forth in the Annual Appropriation Ordinance. In Fiscal Year 2009 and thereafter, the System Board has the authority to make intra-fund transfers within the Public Health Fund, if necessary, to accommodate any proposed revisions by the System Board to the line items set forth in the Annual Appropriation Ordinance. Such transfers shall be reported by the CEO in the quarterly reports required in Section 38-81(E) of this Article.
- (4) The County Comptroller is hereby authorized to process invoices and make payments against line items set forth in the Annual Appropriation Ordinance at the direction of the System Board or, if authorized by the System Board, at the direction of the CEO. The System Board shall provide the Comptroller with all documentation necessary for the Comptroller to perform this accounts payable function and to perform the budget control function. The Comptroller shall also issue payroll checks for employees within the CCHHS.

Sec. 38-84. Human Resources.

(a) Notwithstanding the provisions of the Cook County Code, including, but not limited to, provisions pertaining to Personnel Policies, the System Board shall have authority over all human resource functions currently performed by the Cook County Bureau of Human Resources with regard to all employees, including physicians and dentists, within the CCHHS, including, but not limited to, position classification, compensation, recruitment, selection, hiring, discipline, termination, grievance, affirmative action, performance management, probationary periods, training, promotion and maintenance of records. The System Board shall adopt written rules, regulations and procedures with regard to these functions. Until such time as the System Board adopts its own rules, regulations or procedures with regard to these functions, the existing Personnel Rules, regulations and procedures of the County shall apply. The System Board may exercise the authority granted in this Section, in whole or in part, pursuant to its discretion and consistent with existing collective bargaining agreements and obligations.

(b) Employees within the CCHHS are employees of the County, and as such shall be free from any political interference in accordance with the Supplemental Relief Order and Consent Decree established in the federal civil litigation filed in the Northern District of Illinois under Case No. 69 C 2145 and titled *Shakman, et al. v. Democratic Organization, et al.*

(c) The CEO shall participate with the County in negotiating collective bargaining agreements covering CCHHS employees. All such collective bargaining agreements must be approved by the System Board and the County Board.

(d) The System Board or the CEO shall not hire or appoint any person in any position in the CCHHS unless it is consistent with the Annual Appropriation Ordinance in effect at the time of hire or appointment.

(e) Nothing herein shall diminish the rights of Cook County employees who are covered by a collective bargaining agreement and who, pursuant to this Ordinance, are placed under the jurisdiction of the System Board, nor diminish the historical representation rights of said employees' exclusive bargaining representatives, nor shall anything herein change the designation of "Employer" pursuant to the Illinois Public Labor Relations Act. The System Board shall honor all existing collective bargaining agreements, between Cook County and exclusive bargaining representatives, which cover employees under the jurisdiction of the System Board.

Sec. 38-85. Procurement and Contracts.

(a) The System Board shall have authority over all procurement and contracts for the CCHHS. The System Board shall adopt written rules, regulations and procedures with regard to these functions which must be consistent with the provisions set forth in the Cook County Code on Procurement and Contracts; provided, however, that approval of the County Board or County Purchasing Agent required under the Cook County Code on Procurement and Contracts are not required for procurement and contracts within the CCHHS. The System Board shall act in place of the County Board in any contract, bylaws or agreement with the County which requires the approval or other action of the County Board unless expressly prohibited otherwise in this Ordinance or unless the contract expressly provides that the System Board shall not have such authority. Until such time as the System Board adopts its own rules, regulations or procedures with regard to Procurement and Contracts, the existing provisions of the Cook County Code pertaining to Procurement and Contracts shall apply. The System Board may exercise the authority granted in this Section, in whole or in part, pursuant to its discretion.

(b) No contract or other obligation shall be entered into by the System Board unless it is consistent with the Annual Appropriation Ordinance in effect.

(c) Any multi-year contracts entered into by the System Board must contain a provision stating that the contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, the contract shall be cancelled without penalty to, or further payment being required by, the System Board or the County. The System Board shall give the vendor notice of failure of funding as soon as practicable after the System Board becomes aware of the failure of funding. Multi-year contracts shall also contain provisions that the System Board's or County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the System Board's or County's obligation under the contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

Sec. 38-86. Disclosure of Interests Required.

(a) Any Director, officer, agent, or professional or business adviser of the System Board or the CEO who has direct or indirect interest in any contract or transaction with the CCHHS, shall disclose this interest in writing to the System Board which shall in turn notify the President and the County Board of such interest.

(b) This interest shall be set forth in the minutes of the System Board, and the Director, agent, or professional or business adviser or CEO having such interest shall not participate on behalf of the CCHHS in any way with regard to such contract or transaction unless the System Board or County Board waives the conflict.

(c) The Cook County Board of Ethics shall have jurisdiction over the investigation and enforcement of this Section and over the sanctions for violations as set forth in Sections 2-601 and 2-602 of the Cook County Code of Ethical Conduct.

(d) Employees of CCHHS shall be bound by the Cook County Code of Ethical Conduct set forth in the Cook County Code, Article VII, Ethics.

Sec. 38-87. Annual Report of System Board.

(a) The System Board shall submit to the President and the County Board, within six (6) months after the end of each Fiscal Year, a report which shall set forth a complete and detailed operating and financial statement of the CCHHS during such Fiscal Year.

(b) Included in the report shall be any recommendations for additional legislation or other action which may be necessary to carry out the mission, purpose and intent of the System Board.

Sec. 38-88. Managerial and Financial Oversight.

(a) The County Board may conduct financial and managerial audits of the System Board and the CCHHS.

(1) The County Board may examine the business records and audit the accounts of the System Board or CCHHS or require that the System Board examine such business records and audit such accounts at such time and in such manner as the County Board may prescribe. The System Board shall appoint a certified public accountant annually, approved by the County Board, to audit the CCHHS' financial statements.

(2) The County Board may initiate and direct financial and managerial assessments and similar analyses of the operations of the System Board and CCHHS, as may be necessary in the judgment of the County Board, to assure sound and efficient financial management of the System Board and the CCHHS.

(3) The County Board shall initiate and direct a management audit of the CCHHS at least once every year. The audit shall review the personnel, organization, contracts, leases, and physical properties of the CCHHS to determine whether the System Board is managing and utilizing its resources in an economical and efficient manner. The audit shall determine the causes of any inefficiencies or uneconomical practices, including inadequacies in internal and administrative procedures, organizational structure, uses of resources, utilization of real property, allocation of personnel, purchasing policies and equipment.

(4) The County Board may direct the System Board to reorganize the financial accounts and management and budgetary systems of the System Board or CCHHS in a manner that the County Board deems appropriate to achieve greater financial responsibility and to reduce financial inefficiency.

(b) The System Board and the CCHHS shall be subject to audit in the manner now or hereafter provided by statute or ordinance for the audit of County funds and accounts. A copy of the audit report shall be submitted to the President, the Chairperson of the Finance Committee of the County Board, the Chairperson of the Health and Hospitals Committee, and the Director of the County Office of the Auditor.

Sec. 38-89. Indemnification.

(a) The County shall defend and indemnify patient care personnel and public health practitioners, including, but not limited to, physicians, dentists, podiatrists, fellows, residents, medical students, nurses, certified nurse assistants, nurses aids, physicians assistants, therapists and technicians (collectively “practitioners”) acting pursuant to employment, volunteer activity or contract, if provided for therein, with the County with respect to all negligence or malpractice actions, claims or judgments arising out of patient care or public health activities performed on behalf of the CCHHS. The County shall also defend and indemnify the members of the Nominating Committee and the System Board with respect to all claims or judgments arising out of their activities as members thereof which defense and indemnification shall be subject to the same provisions which apply to the defense and indemnification of practitioners as set forth below.

(b) The County shall not be obligated to indemnify a practitioner for:

- (1) Punitive damages or liability arising out of conduct which is not connected with the rendering of professional services or is based on the practitioner’s willful or wanton conduct.
- (2) Professional conduct for which a license is required but the practitioner does not hold a license.
- (3) Conduct which is outside of the scope of the practitioner’s professional duties.
- (4) Conduct for which the practitioner does not have clinical privileges, unless rendering emergency care while acting on behalf of the CCHHS.

(5) Any settlement or judgment in which the County did not participate.

(6) The defense of any criminal or disciplinary proceeding.

(c) To be eligible for defense and indemnification, the practitioner shall be obligated to:

- (1) Notify, within five (5) days of receipt, the Cook County Department of Risk Management and the Civil Actions Bureau of the Cook County State’s Attorney’s Office of any malpractice claim made against the practitioner and deliver all written demands, complaints and other legal papers, received by the practitioner with respect to such claim to the Department of Risk Management.
- (2) Cooperate with the State’s Attorney’s Office in the investigation and defense of any claim against the County or any practitioner, including, but not limited to, preparing for and attending depositions, hearings and trials and otherwise assisting in securing and giving evidence.
- (3) Promptly notify the Cook County Department of Risk Management and the Civil Actions Bureau of the Cook County State’s Attorney’s Office of any change in the practitioner’s address or telephone number.

(d) All actions shall be defended the Cook County State's Attorney. Decisions to settle indemnified claims shall be made by the County or the State's Attorney's Office, as delegated by the County, and shall not require the consent of the indemnified practitioner. If a practitioner declines representation by the State's Attorney's Office, the County shall have no obligation to defend or indemnify the practitioner.

Sec. 38-90. Applicability of the Cook County Code.

Except as otherwise provided herein, provisions of the Cook County Code shall apply to the System Board and the CCHHS and their Directors, officers, employees and agents. To the extent there is a conflict between the provisions of this Ordinance and any other provision in the Cook County Code, the provisions in this Ordinance shall control.

Sec. 38-91. Transition.

(a) The County Board recognizes that there will be a necessary transition period between the adoption of this Ordinance and the point at which the System Board is capable of assuming all of its powers and responsibilities as set forth in this Ordinance. The Office of the President shall cooperate with the System Board during this transition to enable the System Board to assume fully its authority and responsibilities in as timely a manner as practicable. Such cooperation shall include accommodating requests from the System Board to provide adequate staffing at the CCHHS through the transfer or reassignment of personnel to the CCHHS, including, but not limited to, personnel to perform human resource and procurement/contracting functions.

(b) In order to avoid unnecessary duplication of services, the System Board, on behalf of the CCHHS, may, at its discretion, continue to utilize various ancillary services provided through the Office of the President, including, but not limited to, those services provided by the Office of Capital Planning and Policy, the Bureau of Information Technology, the Department of Risk Management, the Department of Facilities Management, the Department of Real Estate Management, the Office of the Comptroller, and the Office of the County Auditor.

(c) Any contracts entered into by the County on behalf of the Bureau of Health prior to the adoption of this Ordinance shall remain in effect; provided, however, that the System Board shall act in place of the County Board in any contract, bylaws or agreement with the County which requires the approval or other action of the County Board unless expressly prohibited otherwise in this Ordinance.

Sec. 38-92. Severability.

Any provision of this Ordinance declared to be unconstitutional or otherwise invalid shall not impair the remaining provisions of this Ordinance.

Sec. 38-93. Termination of CCHHS.

The Cook County Health and Hospital System and this Ordinance shall terminate after three (3) years from the effective date of this Ordinance, unless the Cook County Board of Commissioners acts to renew its powers and responsibilities.

Approved and adopted this 20th day of May 2008.

**08-O-36
ORDINANCE**

Sponsored by

**THE HONORABLE GREGG GOSLIN, JOHN P. DALEY, JOAN PATRICIA MURPHY,
TIMOTHY O. SCHNEIDER AND PETER N. SILVESTRI, COUNTY COMMISSIONERS**

Co-Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT, WILLIAM M. BEAVERS,
JERRY BUTLER, FORREST CLAYPOOL, EARLEAN COLLINS,
ELIZABETH “LIZ” DOODY GORMAN, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, ANTHONY J. PERAICA, MIKE QUIGLEY,
DEBORAH SIMS, ROBERT B. STEELE AND LARRY SUFFREDIN
COUNTY COMMISSIONERS**

**AN ORDINANCE AMENDMENT CHANGING THE MID-YEAR BUDGET REVIEW
TO A QUARTERLY BUDGET REVIEW**

WHEREAS, by changing the mid-year budget review to a quarterly budget review, prior to budget transfers, the County Board will have more time to evaluate current and proposed programs; and

WHEREAS, as part of this early budget analysis County offices, departments and agencies will be required to submit quarterly reports to the Board of Commissioners for review; and

WHEREAS, the concept of these quarterly reports is to detail each office or agency’s mandatory obligations and the programs associated with their established obligations; and

WHEREAS, the quarterly reports should also detail each office or agency’s non statutory programs; and

WHEREAS, recognizing that under the leadership of Finance Committee Chairman John P. Daley these quarterly reports were a part of the fiscal year 2008 budget resolution, this ordinance is designed to formalize and mandate these quarterly reviews so the Cook County Code of Ordinances does not conflict with the fiscal year 2008 budget Resolution; and

WHEREAS, to ensure that these quarterly reports are uniform and relevant the County Board will establish specific criteria to which reports must, at a minimum contain all the information that was required in the “Mid-year budget review” Ordinance.

BE IT ORDAINED, by the Cook County Board of Commissioners that, Chapter 34 Finance, Section 34-5 of the Cook County Code is hereby amended as follows:

Sec. 34-5. Quarterly budget review.

(a) The head of each department or other agency is required to submit, to the Cook County Board of Commissioners, on or before March 30, June 30, September 30 and December 30 of each year, a detailed report, in a format prepared and promulgated by the Director of Budget and Management Services, showing what steps have been taken to improve or maintain performance in the department or agency since the beginning of the respective fiscal year, and the results those steps have brought. At a minimum the quarterly reports shall contain the information requested below. This report will replace all of the information that was formerly included in the "Mid-year budget review" ordinance (04-O-20).

1. List all services and programs provided by your Department that are required and explicitly mandated by law. Include State and/or County Statute(s) and identify the business units that are associated with each program or service.
2. List all services and programs provided by your Department other than those mentioned above and identify the business units that are associated with each program or service.
3. List all grants that support or enhance services and programs and identify the business units that are associated with each program or service.
4. List all additional grants not included above, which are anticipated to be received in the upcoming Fiscal Year. Include:
 - a. FTE and Personnel Costs
 - b. Fringe Benefits
 - c. Impersonal Costs
 - d. Capital Costs
 - e. Matching Funds
 - f. Length of grant funding commitment
5. List all new programs other than those grants mentioned above to be considered in the upcoming Fiscal Year. New programs require a business plan to include the following:
 - a. How many new employees (FTE)
 - b. How many (people/clients?) employees (FTE) enrolled in the program
 - c. Source of Funding
 - d. Facilities Needed
 - e. Total cost of facilities including equipment, rent, utilities and maintenance
 - f. FTE and Personnel Costs
 - g. Fringe Benefits
 - h. Impersonal Costs
 - i. Capital Costs
6. List any General Fund or Grant Funded programs that involve other Departments within the County and identify the business units that are associated with each program or service.
7. List any specific programs where a reduction or elimination of revenue is anticipated in the upcoming Fiscal Year and identify the business units that are associated with each program or service.

8. List highlighted goals in the Department's current Fiscal Year Executive Recommendation and provide a status including an estimate date of completion.
9. Provide a long term strategic vision for ideal operation of the Department, including automation and other service improvements and cost reductions. Highlight the benefits and costs. Summarize the plan that is taking or will take the Department towards this vision.

(b) No transfer of funds will be presented to the Finance Committee for consideration without departments being in compliance with their quarterly budget reports which should include performance measures for all services and programs mentioned above along with any changes to the information provided. This information should be approved by the Chief Financial Officer a minimum of two weeks prior to the Finance Committee's Transfer of Funds Meeting, with form and data satisfactory to the Budget Department.

Effective date: This Ordinance shall be in effect upon approval.

Approved and adopted this 3rd day of June 2008.

**08-O-37
ORDINANCE**

Sponsored by

**THE HONORABLE FORREST CLAYPOOL, EARLEAN COLLINS, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, MIKE QUIGLEY,
DEBORAH SIMS, WILLIAM M. BEAVERS, JERRY BUTLER, JOHN P. DALEY,
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ANTHONY J. PERAICA,
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI AND LARRY SUFFREDIN
COUNTY COMMISSIONERS**

**AN AMENDMENT TO THE ORDINANCE ESTABLISHING
THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

BE IT ORDAINED, pursuant to Cook County's home rule authority under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by the Cook County Board of Commissioners (“County Board”) that Chapter 38, Health and Human Services, Article 1, In General, Sections 38-2 through 38-5 of the Cook County Code are removed from Article I, are inserted into a newly created Article IV, Cook County Health and Hospitals System, and are thereafter amended and renumbered as follows:

ARTICLE IV. COOK COUNTY HEALTH AND HOSPITALS SYSTEM

Sec. 38-70. Short Title.

This Ordinance shall be known and may be cited as the “Ordinance Establishing the Cook County Health and Hospitals System.”

Sec. 38-71. Declaration.

(a) The County Board hereby establishes the Cook County Health and Hospitals System (“CCHHS or System”) which shall be an agency of and funded by Cook County. All personnel, facilities, equipment and supplies within the formerly constituted Cook County Bureau of Health Services are now established within the CCHHS. Pursuant to the provisions contained herein, the CCHHS and all personnel, facilities, equipment and supplies within the CCHHS shall be governed by a Board of Directors (“System Board”) as provided herein. The System Board shall be accountable to and shall be funded by the County Board and shall obtain County Board approval as required herein. The County Board hereby finds and declares that the CCHHS shall:

- (1) Provide integrated health services with dignity and respect, regardless of a patient's ability to pay;
- (2) Provide access to quality preventive, acute, and chronic health care for all the People of Cook County, Illinois (the “County”);
- (3) Provide quality emergency medical services to all the People of the County;
- (4) Provide health education for patients, and participate in the education of future generations of health care professionals;

- (5) Engage in research which enhances its ability to meet the healthcare needs of the People of the County; and,
- (6) Perform, through the Cook County Department of Public Health, essential services of a local public health authority as provided in the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code, other Cook County Ordinances imposing duties upon the Cook County Department of Public Health, and the regulations of the Cook County Department of Public Health promulgated thereunder; the Department of Public Health Act, 20 ILCS 2305/1 *et seq.*; the Civil Administrative Code of Illinois, 20 ILCS 2310/2310-1 *et seq.*; and as further detailed in regulations promulgated by the Illinois Department of Public Health under the Certified Local Health Department Code, 77 Ill. Adm. Code 600.110 *et seq.*; provided, however, that the County Board shall continue to serve as the Board of Health of Cook County.

(b) This Ordinance recognizes the essential nature of the Mission of the CCHHS as set forth in Section 38-74 of this Article and the need for sufficient and sustainable public funding of the CCHHS in order to fulfill its mission of universal access to quality health care.

Sec. 38-72. Definitions.

For purposes of this Ordinance, the following words or terms shall have the meaning or construction ascribed to them in this Section:

Chairperson means the chairperson of the System Board.

Cook County Code means the Code of Ordinances of Cook County, Illinois.

Cook County Health and Hospitals System also referred to as “CCHHS”, means the public health system comprised of the facilities at, and the services provided by or through, the Ambulatory and Community Health Network, Cermak Health Services of Cook County, Cook County Department of Public Health, Oak Forest Hospital of Cook County, Provident Hospital of Cook County, Ruth M. Rothstein CORE Center, and John H. Stroger, Jr. Hospital of Cook County, (collectively, the “CCHHS Facilities”).

County means the County of Cook, a body politic and corporate of Illinois.

County Board means the Board of Commissioners of Cook County, Illinois.

Director means a member of the System Board.

Fiscal Year means the fiscal year of the County.

Ordinance means the “Ordinance Establishing the Cook County Health and Hospitals System, as amended.

President means the President of the Cook County Board of Commissioners.

System Board means the eleven-member board of directors charged with governing the CCHHS.

Sec. 38-73. Establishment of the Cook County Health and Hospitals System Board of Directors (“System Board”).

(a) The System Board is hereby created and established. The System Board shall consist of eleven (11) members called Directors. The County Board delegates governance of the CCHHS to the System Board. The System Board shall, upon the appointment of its Directors as provided herein, assume responsibility for the governance of the CCHHS.

(b) Notwithstanding any provision of this Ordinance, the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code of Ordinances, and other provisions of the Cook County Code of Ordinances conferring authority and imposing duties and responsibilities upon the Board of Health and the Cook County Department of Public Health, shall remain in full force and effect.

Sec. 38-74. Mission of the CCHHS.

(a) The System Board shall have the responsibility to carry out and fulfill the mission of the CCHHS by:

- (1) Continuing to provide integrated health services with dignity and respect, regardless of a patient's ability to pay;
- (2) Continuing to provide access to quality primary, preventive, acute, and chronic health care for all the People of the County;
- (3) Continuing to provide high quality emergency medical services to all the People of the County;
- (4) Continuing to provide health education for patients, and continuing to participate in the education of future generations of health care professionals;
- (5) Continuing to engage in research which enhances the CCHHS' ability to meet the healthcare needs of the People of the County;
- (6) Ensuring efficiency in service delivery and sound fiscal management of all aspects of the CCHHS, including the collection of all revenues from governmental and private third party payers and other sources;
- (7) Ensuring that all operations of the CCHHS, especially contractual and personnel matters, are conducted free from any political interference and in accordance with the provisions of the Supplemental Relief Order and Consent Decree established in the federal civil litigation filed in the Northern District of Illinois under Case No. 69 C 2145 and titled *Shakman, et al. v. Democratic Organization, et al.* and all applicable laws; and,
- (8) Perform, through the Cook County Department of Public Health, essential services of a local public health authority as provided in the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code, other Cook County Ordinances imposing duties upon the Cook County Department of Public Health, and the regulations of the Cook County Department of Public Health promulgated thereunder; the Department of Public Health Act, 20 ILCS 2305/1 *et seq.*; the Civil Administrative Code of Illinois, 20 ILCS 2310/2310-1 *et seq.*; and as further detailed in regulations promulgated by the Illinois Department of Public Health under the Certified Local Health Department Code, 77 Ill. Adm. Code 600.110 *et seq.*; provided, however, that the County Board shall continue to serve as the Board of Health of Cook County.

(b) The System Board shall be responsible to the People of the County for the proper use of all funds appropriated to the CCHHS by the County Board.

Sec. 38-75. Nominating Committee.

(a) The Nominating Committee shall elect its chair from among its members and all decisions shall be by majority vote of the membership. The Nominating Committee shall include one (1) representative from each of the following organizations:

- (1) Civic Federation of Chicago;
- (2) Civic Committee of the Commercial Club of Chicago;
- (3) Chicago Urban League;
- (4) Healthcare Financial Management Association;
- (5) Suburban Primary Healthcare Council;
- (6) Illinois Public Health Association;
- (7) Metropolitan Chicago Healthcare Council;
- (8) Health and Medicine Policy Research Group;
- (9) Chicago Department of Public Health;
- (10) Cook County Physicians Association;
- (11) Chicago Federation of Labor;
- (12) Chicago Medical Society;
- (13) Association of Community Safety Net Hospitals; and
- (14) Midwest Latino Health Research Center.

(b) Pursuant to Ordinance 08-O-22, “Ordinance Concerning The Bureau of Health Services Notwithstanding Any Provision in Existing Ordinances,” which ordinance is amended by this Ordinance, the Nominating Committee convened, selected the names of twenty (20) individuals and transmitted these names to the President for nomination to the System Board. Pursuant to Ordinance 08-O-22, “Ordinance Concerning The Bureau of Health Services Notwithstanding Any Provision in Existing Ordinances,” which ordinance is amended by this Ordinance, the President then selected nine (9) names from among the names submitted by the Nominating Committee for the office of Director, and forwarded the list of nine (9) names to the County Board for its approval.

(c) Pursuant to this Amendatory Ordinance, the number of Directors on the System Board shall increase from nine (9) to eleven (11), one of whom shall be the Chairperson of the County Board’s Health and Hospitals Committee, serving *ex officio*. Accordingly, the President shall now select one (1) additional name from among the names initially submitted to the President by the Nominating Committee for nomination to the System Board, and shall transmit that name to the County Board for its approval, pursuant to Sec. 38-76 (b) (1) of this Ordinance.

Sec. 38-76. Members of the System Board.

(a) One of the eleven (11) Directors shall be the Chairperson of the Health and Hospitals Committee of the County Board who shall serve as an *ex-officio* member with voting rights. This Director shall serve as a liaison between the County Board and the System Board.

(b) The remaining ten (10) Directors of the System Board shall be appointed and removed as follows:

- (1) For the initial Directors, the County Board shall approve or reject each of the names submitted by the President within fourteen (14) days from the date the President submitted the names, or at the next regular meeting of the County Board held subsequent to the fourteen (14) day period. Where the County Board rejects the President's selection of any name for the office of Director, the President shall within seven (7) days select a replacement name from the remaining names on the initial list of twenty (20) names. There is no limit on the number of names the County Board may reject. The County Board shall exercise good faith in approving the initial Directors as soon as reasonably practicable. In the event, the twenty (20) names initially submitted to the President by the Nominating Committee are exhausted before the County Board approves ten (10) names, the President shall direct the Nominating Committee to reconvene and to select and submit an additional three (3) names for each Director still to be appointed.
 - a. Each appointed Director, whether initial or subsequent, shall hold office until a successor is appointed. Any appointed Director shall be eligible for reappointment, but no appointed Director shall be eligible to serve more than two consecutive five-year terms.
 - b. Upon the expiration of an appointed Director's term, the successor Director shall be appointed in the same manner as the process set forth above for the nomination, selection and appointment of initial Directors; provided, however, that the Nominating Committee shall recommend three (3) names for each Director position to be filled at that time.
 - c. Any appointed Director may be removed for incompetence, malfeasance, willful or negligent failure to perform assigned duties, culpable inefficiency in performing assigned duties, or any cause which renders the Director unfit for the position. The President or one-third (1/3) of the members of the County Board shall provide written notice to that Director of the proposed removal of that Director from office; which notice shall state the specific grounds which constitute cause for removal. The Director in receipt of such notice may request to appear before the County Board and present reasons in support of his or her retention. Thereafter, the County Board shall vote upon whether there are sufficient grounds to remove that Director from office. The President shall notify the subject Director of the final action of the County Board.
- (2) In the event of a vacancy in an appointed Director position on the System Board, the President may recommend a replacement name to the County Board for its approval from the remaining names on the most recent list of names recommended by the Nominating Committee. In the alternative, the President may direct that the Nominating Committee reconvene to prepare a new list of three (3) names for the vacancy within thirty (30) days of the President's request. The successor Director shall then be appointed in the same manner set forth above for the selection and appointment of initial Directors.
 - a. A vacancy shall occur upon the:
 1. Resignation,
 2. Death,

3. Conviction of a felony, or
4. Removal from the office of an appointed Director as set forth in Section 38-76(B)(1)(e) of this Article.

b. Any appointed Director who is appointed to fill a vacancy shall serve until the expiration of his predecessor's term.

(c) The appointed Directors are not employees of the County and shall receive no compensation for their service but may be reimbursed for actual and necessary expenses incurred as a result of performance of their duties as set forth in Section 38-80 of this Article.

(d) Directors shall have a fiduciary duty to the CCHHS and the County.

Sec. 38-77. Qualifications of Appointed Directors.

The appointed Directors shall include persons with the requisite expertise and experience in areas pertinent to the governance and operation of a large and complex healthcare system. Such areas shall include, but not be limited to, finance, legal and regulatory affairs, healthcare management, employee relations, public administration, and clinical medicine. The Nominating Committee, the President and the County Board shall take this Section into account in undertaking their respective responsibilities in the recommendation, selection and appointment of Directors.

Sec. 38-78. Chairperson/Officers of System Board.

(a) The Directors shall select the initial Chairperson of the System Board from among the initial Directors. The Chairperson shall serve a one-year term and, thereafter, the System Board shall annually elect a chairperson from among the Directors.

(1) The Chairperson shall preside at meetings of the System Board, and is entitled to vote on all matters before the System Board.

(2) A Director may be elected to serve successive terms as Chairperson.

(b) The Directors may establish such additional offices and appoint such additional officers for the System Board as they may deem appropriate.

Sec. 38-79. Meetings of the System Board.

(a) The President shall call the first meeting of the System Board. Thereafter, the Directors shall prescribe the times and places for their meetings and the manner in which regular and special meetings may be called.

(b) Meetings shall be held at the call of the Chairperson, however, no less than twelve (12) meetings shall be held annually.

(c) A majority of the voting Directors shall constitute a quorum. Actions of the System Board shall require the affirmative vote of a majority of the voting members of the System Board present and voting at the meeting at which the action is taken.

(d) To the extent feasible, the System Board shall provide for and encourage participation by the public in the development and review of financial and healthcare policy. The System Board may hold public hearings as it deems appropriate to the performance of any of its responsibilities.

(e) The System Board shall comply in all respects with “An Act in relation to meetings,” as now or hereafter amended, and found at 5 ILCS 120/1, *et seq.*

(f) The System Board shall be an Agency to which the “Local Records Act,” as now or hereafter amended, and found at 50 ILCS 205/1, *et seq.* applies.

Sec. 38-80. General Powers of the System Board.

Subject to the Mission of the CCHHS and consistent with this Ordinance, the System Board shall have following powers and responsibilities:

(a) To appoint the Chief Executive Officer of the CCHHS (“CEO”) or interim CEO, if necessary, as set forth in Sec. 38-81 hereinafter, to hire such employees and to contract with such agents, and professional and business advisers as may from time to time be necessary in the System Board’s judgment to accomplish the CCHHS’ Mission and the purpose and intent of this Ordinance; to fix the compensation of such CEO, employees, agents, and advisers; and, to establish the powers and duties of all such agents, employees, and other persons contracting with the System Board;

(b) To exercise oversight of the CEO;

(c) To develop measures to evaluate the CEO's performance and, to report to the President and the County Board at six (6) month intervals regarding the CEO’s performance;

(d) To authorize the CEO to enter into contracts, execute all instruments, and do all things necessary or convenient in the exercise of the System Board’s powers and responsibilities;

(e) To determine the scope and distribution of clinical services; provided, however, if the System Board determines that it is in the best interest of the CCHHS to close entirely one of the three CCHHS hospitals, such closure will require County Board approval;

(f) To provide for the organization and management of the CCHHS, including, but not limited to, the System Board’s rights and powers to approve all personnel policies, consistent with existing state laws, collective bargaining agreements, and court orders;

(g) To submit budgets for the CCHHS operations and capital planning and development, which promote sound financial management and assure the continued operation of the CCHHS, subject to approval by the County Board;

(h) To accept any gifts, grants, property, or any other aid in any form from the federal government, the state, any state agency, or any other source, or any combination thereof, and to comply with the terms and conditions thereof;

(i) To purchase, lease, trade, exchange, or otherwise acquire, maintain, hold, improve, repair, sell, and dispose of personal property, whether tangible or intangible, and any interest therein;

(j) In the name of the County, to purchase, lease, trade, exchange, or otherwise acquire, real property or any interest therein, and to maintain, hold, improve, repair, mortgage, lease, and otherwise transfer such real property, so long as such transactions do not interfere with the Mission of the CCHHS; provided, however, that transactions involving real property valued at \$100,000 or greater shall require express approval from the County Board;

(k) To acquire space, equipment, supplies, and services, including, but not limited to, services of consultants for rendering professional and technical assistance and advice on matters within the System Board's powers;

(l) To make rules and regulations governing the use of property and facilities within the CCHHS, subject to agreements with or for the benefit of holders of the County Board's obligations;

(m) To adopt and from time to time amend or repeal bylaws and rules and regulations consistent with the provisions of this Ordinance;

(n) To encourage the formation of a not-for-profit corporation to raise funds to assist in carrying out the Mission of the CCHHS;

(o) To engage in joint ventures, or to participate in alliances, purchasing consortia, or other cooperative arrangements, with any public or private entity, consistent with state law;

(p) To have and exercise all rights and powers necessary, convenient, incidental to, or implied from the specific powers granted in this Ordinance, which specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the CCHHS' Mission and the purposes and intent of this Ordinance;

(q) To perform, through the Cook County Department of Public Health, essential services of a local public health authority as provided in the Cook County Board of Health Ordinance, Sections 38-26 through 38-40 of the Cook County Code, other Cook County Ordinances imposing duties upon the Cook County Department of Public Health, and the regulations of the Cook County Department of Public Health promulgated thereunder; the Department of Public Health Act, 20 ILCS 2305/1 *et seq.*; the Civil Administrative Code of Illinois, 20 ILCS 2310/2310-1 *et seq.*; and as further detailed in regulations promulgated by the Illinois Department of Public Health under the Certified Local Health Department Code, 77 Ill. Adm. Code 600.110 *et seq.*; provided, however, that the County Board shall continue to serve as the Board of Health of Cook County, and

(r) To be the governing body of the licensed hospitals or other licensed entities within the CCHHS.

Sec. 38-81. Chief Executive Officer.

(a) The System Board shall appoint a Chief Executive Officer of the CCHHS ("CEO") or an interim CEO as necessary.

(b) The System Board shall conduct a nationwide search for a CEO which shall be concluded no later than one hundred eighty (180) days from the date of the County Board's approval of the appointment of the initial System Board.

(c) The CEO shall have the responsibility for

- (1) Full operational and managerial authority of the CCHHS, consistent with existing federal and state laws, court orders and the provisions of this Ordinance;
 - (2) Preparing and submitting to the System Board the Budgets and Strategic and Financial Plans required by this Ordinance;
 - (3) Operating and managing the CCHHS consistent with the Budgets and Financial Plans approved by the County Board;
 - (4) Overseeing expenditures of the CCHHS;
 - (5) Subject to Section 38-74(A)(7) of this Ordinance, hiring and discipline of personnel in conformity with the provisions of this Ordinance, all state laws, court orders, and collective bargaining agreements;
 - (6) Negotiating collective bargaining agreements as set forth in Sec. 38-84(C); and
 - (7) Carrying out any responsibility which the System Board may delegate; however, said delegation shall not relieve the System Board of its responsibilities as set forth in this Ordinance.
- (d) The CEO shall report to the System Board.
- (e) The CEO shall provide, through the System Board, quarterly reports to the County Board concerning the status of operations and finances of the CCHHS.

Sec. 38-82. Strategic and Financial Plans.

- (a) As soon as practicable following the establishment of the System Board, the President shall provide to the System Board copies of the audited financial statements and of the books and records of account of the Bureau of Health Services for the preceding five (5) Fiscal Years of the County.
- (b) The System Board shall recommend and submit to the President and the County Board Strategic and Financial Plans as required by this Section.
- (c) Each Strategic and Financial Plan for each Fiscal Year, or part thereof to which it relates, shall contain:
- (1) A description of revenues and expenditures, provision for debt service, cash resources and uses, and capital improvements, each in such manner and detail as the County's Budget Director shall prescribe;
 - (2) A description of the strategy by which the anticipated revenues and expenses for the Fiscal Years covered by the Strategic and Financial Plan will be brought into balance;
 - (3) Such other matters that the County Board, in its discretion, requires; provided, however, that the System Board shall be provided with a description of such matters in sufficient time for incorporation into the Strategic and Financial Plan.

(d) Strategic and Financial Plans shall not have force or effect without the approval of the County Board and shall be recommended, approved and monitored in accordance with the following:

- (1) The System Board shall recommend and submit to the President and the County Board, on or before one hundred eighty (180) days subsequent to the date of the appointment of the initial Directors or as soon as practicable thereafter, an initial Strategic and Financial Plan with respect to the remaining portion of the Fiscal Year ending in 2008 and for Fiscal Years 2009 and 2010. The Board shall approve, reject or amend this initial Strategic and Financial Plan within forty-five (45) days of its receipt from the System Board.
- (2) The System Board shall develop a Strategic and Financial Plan covering a period of three (3) Fiscal Years.
- (3) The System Board shall include in each Strategic and Financial Plan estimates of revenues during the period for which the Strategic and Financial Plan applies. In the event the System Board fails, for any reason, to include estimates of revenues as required, the County Board may prepare such estimates. In such event, the Strategic and Financial Plan submitted by the System Board shall be based upon the revenue estimates prepared by the County Board.
- (4) The County Board shall approve each Strategic and Financial Plan if, in its judgment, the Strategic and Financial Plan is complete, is reasonably capable of being achieved, and meets the requirements set forth in this Section. After the System Board submits a Strategic and Financial Plan to the President and the County Board, the County Board shall approve or reject such Strategic and Financial Plan within forty-five (45) days or such Strategic and Financial Plan is deemed approved.
- (5) The System Board shall report to the President and the County Board, at such times and in such manner as the County Board may direct, concerning the System Board's compliance with the Strategic and Financial Plan. The President and the County Board may review the System Board's operations, obtain budgetary data and financial statements, require the System Board to produce reports, and have access to any other information in the possession of the System Board that the President and the County Board deem relevant. The County Board may issue recommendations or directives within its powers to the System Board to assure compliance with the Strategic and Financial Plan. The System Board shall produce such budgetary data, financial statements, reports and other information and comply with such directives.
- (6) For each Strategic and Financial Plan applicable to a Fiscal Year subsequent to the current Fiscal Year, the System Board shall regularly reexamine the revenue and expenditure estimates on which it was based and revise them as necessary. The System Board shall promptly notify the President and the County Board of any material change in the revenue or expenditure estimates in that Strategic and Financial Plan. The System Board may submit to the President and the County Board, or the County Board may require the System Board to submit, modified Strategic and Financial Plans based upon revised revenue or expenditure estimates or for any other good reason. The County Board shall approve or reject each modified Strategic and Financial Plan pursuant to paragraph (D)(4) of this Section.

Sec. 38-83. Preliminary CCHHS Budget and Annual Appropriation Ordinance.

(a) The System Board shall not make expenditures unless such expenditures are consistent with the County's Annual Appropriation Bill ("Annual Appropriation Ordinance") as provided in 55 ILCS 5/6-24001 *et seq.*

(b) The System Board may, if necessary, recommend and submit to the President and the County Board, for approval by the County Board, a request for intra-fund transfers within the Public Health Fund to accommodate any proposed revisions by the System Board to the line items set forth for the Bureau of Health Services in the existing Fiscal Year 2008 Annual Appropriation Ordinance.

(c) For Fiscal Year 2009 and each Fiscal Year thereafter, the System Board shall recommend and submit a Preliminary Budget for the CCHHS to the President and the County Board, for approval by the County Board, not later than forty-five (45) days prior to the first date for submission of budget requests set by the County's Budget Director.

(d) Each Preliminary Budget shall be recommended and submitted, in accordance with the following procedures:

- (1) Each Preliminary Budget submitted by the System Board shall be based upon revenue estimates contained in the approved Strategic and Financial Plan applicable to that budget year.
- (2) Each Preliminary Budget shall contain such information and detail as may be prescribed by the County's Budget Director. Any applicable fund deficit for the Fiscal Year ending in 2008 and for any Fiscal Year thereafter shall be included as an expense item in the succeeding Fiscal Year's Budget.

(e) The County Board shall approve each Preliminary Budget if, in its judgment, the Budget is complete, is reasonably capable of being achieved, and will be consistent with the Strategic and Financial Plan in effect for that Fiscal Year. The Board shall approve or reject each Preliminary Budget within forty-five (45) days of submission to the County Board or such Preliminary Budget is deemed approved. Such Preliminary Budget shall be included in the President's Executive Budget Recommendation.

(f) The CCHHS's Annual Appropriation shall be monitored as follows:

- (1) The County Board may establish and enforce such monitoring and control measures as the County Board deems necessary to assure that the revenues, commitments, obligations, expenditures, and cash disbursements of the System Board continue to conform on an ongoing basis with the Annual Appropriation Ordinance. If, in the discretion of the County Board, and notwithstanding the approved Annual Appropriation Ordinance, the County Board imposes an expenditure limitation on the System Board, the System Board shall not have the authority, directly or by delegation, to enter into any commitment, contract, or other obligation that would result in the expenditure limitation being exceeded. Any such commitment, contract or other obligation entered into by the System Board in derogation of this Section shall be voidable by the County Board. An expenditure limitation established by the County Board shall remain in effect for that Fiscal Year or unless revoked earlier by the County Board.

- (2) The System Board shall report to the President and the County Board at such times and in such manner as the County Board may direct, concerning the System Board's compliance with each Annual Appropriation Ordinance. The President and the County Board may review the System Board's operations, obtain budgetary data and financial statements, require the System Board to produce reports, and have access to any other information in the possession of the System Board which the President and the County Board deem relevant. The County Board may issue recommendations or directives within its powers to the System Board to assure compliance with the Annual Appropriation Ordinance. The System Board shall produce such financial data, financial statements, reports and other information and comply with such directives.
- (3) After approval of each Annual Appropriation Ordinance, the System Board shall promptly notify the President and the County Board of any material change in the revenues or expenditures set forth in the Annual Appropriation Ordinance. In Fiscal Year 2009 and thereafter, the System Board has the authority to make intra-fund transfers within the Public Health Fund, if necessary, to accommodate any proposed revisions by the System Board to the line items set forth in the Annual Appropriation Ordinance. Such transfers shall be reported by the CEO in the quarterly reports required in Section 38-81(E) of this Article.
- (4) The County Comptroller is hereby authorized to process invoices and make payments against line items set forth in the Annual Appropriation Ordinance at the direction of the System Board or, if authorized by the System Board, at the direction of the CEO. The System Board shall provide the Comptroller with all documentation necessary for the Comptroller to perform this accounts payable function and to perform the budget control function. The Comptroller shall also issue payroll checks for employees within the CCHHS.

Sec. 38-84. Human Resources.

(a) Notwithstanding the provisions of the Cook County Code, including, but not limited to, provisions pertaining to Personnel Policies, the System Board shall have authority over all human resource functions currently performed by the Cook County Bureau of Human Resources with regard to all employees, including physicians and dentists, within the CCHHS, including, but not limited to, position classification, compensation, recruitment, selection, hiring, discipline, termination, grievance, affirmative action, performance management, probationary periods, training, promotion and maintenance of records. The System Board shall adopt written rules, regulations and procedures with regard to these functions. Until such time as the System Board adopts its own rules, regulations or procedures with regard to these functions, the existing Personnel Rules, regulations and procedures of the County shall apply. The System Board may exercise the authority granted in this Section, in whole or in part, pursuant to its discretion and consistent with existing collective bargaining agreements and obligations.

(b) Employees within the CCHHS are employees of the County, and as such shall be free from any political interference in accordance with the Supplemental Relief Order and Consent Decree established in the federal civil litigation filed in the Northern District of Illinois under Case No. 69 C 2145 and titled *Shakman, et al. v. Democratic Organization, et al.*

(c) The CEO shall participate with the County in negotiating collective bargaining agreements covering CCHHS employees. All such collective bargaining agreements must be approved by the System Board and the County Board.

(d) The System Board or the CEO shall not hire or appoint any person in any position in the CCHHS unless it is consistent with the Annual Appropriation Ordinance in effect at the time of hire or appointment.

(e) Nothing herein shall diminish the rights of Cook County employees who are covered by a collective bargaining agreement and who, pursuant to this Ordinance, are placed under the jurisdiction of the System Board, nor diminish the historical representation rights of said employees' exclusive bargaining representatives, nor shall anything herein change the designation of "Employer" pursuant to the Illinois Public Labor Relations Act. The System Board shall honor all existing collective bargaining agreements, between Cook County and exclusive bargaining representatives, which cover employees under the jurisdiction of the System Board.

Sec. 38-85. Procurement and Contracts.

(a) The System Board shall have authority over all procurement and contracts for the CCHHS. The System Board shall adopt written rules, regulations and procedures with regard to these functions which must be consistent with the provisions set forth in the Cook County Code on Procurement and Contracts; provided, however, that approval of the County Board or County Purchasing Agent required under the Cook County Code on Procurement and Contracts are not required for procurement and contracts within the CCHHS. The System Board shall act in place of the County Board in any contract, bylaws or agreement with the County which requires the approval or other action of the County Board unless expressly prohibited otherwise in this Ordinance or unless the contract expressly provides that the System Board shall not have such authority. Until such time as the System Board adopts its own rules, regulations or procedures with regard to Procurement and Contracts, the existing provisions of the Cook County Code pertaining to Procurement and Contracts shall apply. The System Board may exercise the authority granted in this Section, in whole or in part, pursuant to its discretion.

(b) No contract or other obligation shall be entered into by the System Board unless it is consistent with the Annual Appropriation Ordinance in effect.

(c) Any multi-year contracts entered into by the System Board must contain a provision stating that the contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, the contract shall be cancelled without penalty to, or further payment being required by, the System Board or the County. The System Board shall give the vendor notice of failure of funding as soon as practicable after the System Board becomes aware of the failure of funding. Multi-year contracts shall also contain provisions that the System Board's or County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the System Board's or County's obligation under the contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

Sec. 38-86. Disclosure of Interests Required.

(a) Any Director, officer, agent, or professional or business adviser of the System Board or the CEO who has direct or indirect interest in any contract or transaction with the CCHHS, shall disclose this interest in writing to the System Board which shall in turn notify the President and the County Board of such interest.

(b) This interest shall be set forth in the minutes of the System Board, and the Director, agent, or professional or business advisor or CEO having such interest shall not participate on behalf of the CCHHS in any way with regard to such contract or transaction unless the System Board or County Board waives the conflict.

(c) The Cook County Board of Ethics shall have jurisdiction over the investigation and enforcement of this Section and over the sanctions for violations as set forth in Sections 2-601 and 2-602 of the Cook County Code of Ethical Conduct.

(d) Employees of CCHHS shall be bound by the Cook County Code of Ethical Conduct set forth in the Cook County Code, Article VII, Ethics.

Sec. 38-87. Annual Report of System Board.

(a) The System Board shall submit to the President and the County Board, within six (6) months after the end of each Fiscal Year, a report which shall set forth a complete and detailed operating and financial statement of the CCHHS during such Fiscal Year.

(b) Included in the report shall be any recommendations for additional legislation or other action which may be necessary to carry out the mission, purpose and intent of the System Board.

Sec. 38-88. Managerial and Financial Oversight.

(a) The County Board may conduct financial and managerial audits of the System Board and the CCHHS.

(1) The County Board may examine the business records and audit the accounts of the System Board or CCHHS or require that the System Board examine such business records and audit such accounts at such time and in such manner as the County Board may prescribe. The System Board shall appoint a certified public accountant annually, approved by the County Board, to audit the CCHHS' financial statements.

(2) The County Board may initiate and direct financial and managerial assessments and similar analyses of the operations of the System Board and CCHHS, as may be necessary in the judgment of the County Board, to assure sound and efficient financial management of the System Board and the CCHHS.

(3) The County Board shall initiate and direct a management audit of the CCHHS at least once every year. The audit shall review the personnel, organization, contracts, leases, and physical properties of the CCHHS to determine whether the System Board is managing and utilizing its resources in an economical and efficient manner. The audit shall determine the causes of any inefficiencies or uneconomical practices, including inadequacies in internal and administrative procedures, organizational structure, uses of resources, utilization of real property, allocation of personnel, purchasing policies and equipment.

(4) The County Board may direct the System Board to reorganize the financial accounts and management and budgetary systems of the System Board or CCHHS in a manner that the County Board deems appropriate to achieve greater financial responsibility and to reduce financial inefficiency.

(b) The System Board and the CCHHS shall be subject to audit in the manner now or hereafter provided by statute or ordinance for the audit of County funds and accounts. A copy of the audit report shall be submitted to the President, the Chairperson of the Finance Committee of the County Board, the Chairperson of the Health and Hospitals Committee, and the Director of the County Office of the Auditor.

Sec. 38-89. Indemnification.

(a) The County shall defend and indemnify patient care personnel and public health practitioners, including, but not limited to, physicians, dentists, podiatrists, fellows, residents, medical students, nurses, certified nurse assistants, nurses aids, physicians assistants, therapists and technicians (collectively “practitioners”) acting pursuant to employment, volunteer activity or contract, if provided for therein, with the County with respect to all negligence or malpractice actions, claims or judgments arising out of patient care or public health activities performed on behalf of the CCHHS. The County shall also defend and indemnify the members of the Nominating Committee and the System Board with respect to all claims or judgments arising out of their activities as members thereof which defense and indemnification shall be subject to the same provisions which apply to the defense and indemnification of practitioners as set forth below.

(b) The County shall not be obligated to indemnify a practitioner for:

- (1) Punitive damages or liability arising out of conduct which is not connected with the rendering of professional services or is based on the practitioner’s willful or wanton conduct.
- (2) Professional conduct for which a license is required but the practitioner does not hold a license.
- (3) Conduct which is outside of the scope of the practitioner’s professional duties.
- (4) Conduct for which the practitioner does not have clinical privileges, unless rendering emergency care while acting on behalf of the CCHHS.
- (5) Any settlement or judgment in which the County did not participate.
- (6) The defense of any criminal or disciplinary proceeding.

(c) To be eligible for defense and indemnification, the practitioner shall be obligated to:

- (1) Notify, within five (5) days of receipt, the Cook County Department of Risk Management and the Civil Actions Bureau of the Cook County State’s Attorney’s Office of any malpractice claim made against the practitioner and deliver all written demands, complaints and other legal papers, received by the practitioner with respect to such claim to the Department of Risk Management.
- (2) Cooperate with the State’s Attorney’s Office in the investigation and defense of any claim against the County or any practitioner, including, but not limited to, preparing for and attending depositions, hearings and trials and otherwise assisting in securing and giving evidence.

- (3) Promptly notify the Cook County Department of Risk Management and the Civil Actions Bureau of the Cook County State's Attorney's Office of any change in the practitioner's address or telephone number.

(d) All actions shall be defended the Cook County State's Attorney. Decisions to settle indemnified claims shall be made by the County or the State's Attorney's Office, as delegated by the County, and shall not require the consent of the indemnified practitioner. If a practitioner declines representation by the State's Attorney's Office, the County shall have no obligation to defend or indemnify the practitioner.

Sec. 38-90. Applicability of the Cook County Code.

Except as otherwise provided herein, provisions of the Cook County Code shall apply to the System Board and the CCHHS and their Directors, officers, employees and agents. To the extent there is a conflict between the provisions of this Ordinance and any other provision in the Cook County Code, the provisions in this Ordinance shall control.

Sec. 38-91. Transition.

(c) The County Board recognizes that there will be a necessary transition period between the adoption of this Ordinance and the point at which the System Board is capable of assuming all of its powers and responsibilities as set forth in this Ordinance. The Office of the President shall cooperate with the System Board during this transition to enable the System Board to assume fully its authority and responsibilities in as timely a manner as practicable. Such cooperation shall include accommodating requests from the System Board to provide adequate staffing at the CCHHS through the transfer or reassignment of personnel to the CCHHS, including, but not limited to, personnel to perform human resource and procurement/contracting functions.

(d) In order to avoid unnecessary duplication of services, the System Board, on behalf of the CCHHS, may, at its discretion, continue to utilize various ancillary services provided through the Office of the President, including, but not limited to, those services provided by the Office of Capital Planning and Policy, the Bureau of Information Technology, the Department of Risk Management, the Department of Facilities Management, the Department of Real Estate Management, the Office of the Comptroller, and the Office of the County Auditor.

(c) Any contracts entered into by the County on behalf of the Bureau of Health prior to the adoption of this Ordinance shall remain in effect; provided, however, that the System Board shall act in place of the County Board in any contract, bylaws or agreement with the County which requires the approval or other action of the County Board unless expressly prohibited otherwise in this Ordinance.

Sec. 38-92. Severability.

Any provision of this Ordinance declared to be unconstitutional or otherwise invalid shall not impair the remaining provisions of this Ordinance.

Sec. 38-93. Termination of CCHHS.

The Cook County Health and Hospital System and this Ordinance shall terminate after three (3) years from the effective date of this Ordinance, unless the Cook County Board of Commissioners acts to renew its powers and responsibilities.

Approved and adopted this 3rd day of June 2008.

**08-O-38
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

**An Ordinance providing for the issuance of one or more series of Sales Tax
Anticipation Notes of the County of Cook, Illinois.**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that “a County which has a Chief Executive Officer elected by the electors of the County ... (is) a Home Rule Unit” and The County of Cook, Illinois (the “County”), has a Chief Executive Officer elected by the electors of the County and is therefore a Home Rule Unit and may, under the power granted by said Section 6(a) of Article VII of the Constitution of 1970, as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended (collectively, the “Act”), exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of the Act, the County has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Board of Commissioners of the County (the “Corporate Authorities”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of obligations without referendum for corporate purposes or which provides any special rules or procedures for the exercise of such power; and

WHEREAS, the Corporate Authorities have heretofore and it is hereby expressly determined that it is desirable and in the public interest of the County to increase the working cash fund of the County, in order to have in its treasury at all time sufficient money to meet demands thereon for ordinary and necessary expenditures for the corporate purposes of the County (such increase in the working cash fund being the “2008 Cash Management Project”); and

WHEREAS, the Corporate Authorities have heretofore and it is hereby expressly determined that effective July 1, 2008, the distributions to the County by the State of Illinois (the “State”) of generally applicable sales taxes imposed by the County pursuant to the Home Rule County Retailers’ Occupation Tax Act, as amended, the Home Rule County Service Occupation Tax Act, as amended, and the Home Rule County Use Tax Act, as amended (collectively, the “Home Rule Sales Taxes”), are expected to increase over the amount of Home Rule Sales Taxes previously distributed to the County; and

WHEREAS, the Corporate Authorities have heretofore and it is hereby expressly determined that such increased distributions of Home Rule Sales Taxes will enable the County better to provide for its ongoing corporate expenditures, including the 2008 Cash Management Project; and

WHEREAS, distributions of Home Rule Sales Taxes are generally made by the State to the County quarterly in arrears; and

WHEREAS, accordingly the Corporate Authorities have heretofore and it is hereby expressly determined that it is desirable and necessary and in the best interests of the County that the County borrow from time to time in anticipation of the distribution by the State to the County of such increased Home Rule Sales Taxes in order to implement the 2008 Cash Management Project; and

WHEREAS, to that end, on the 29th day of February, 2008, the Corporate Authorities adopted Resolution Number 08-R-77, stating their intent to issue one or more notes in anticipation of the distribution by the State to the County of such increased Home Rule Sales Taxes for the purpose of enabling the County to implement the 2008 Cash Management Project; and

WHEREAS, the Corporate Authorities have heretofore, and it hereby expressly is, determined that it is necessary and in the best interests of the County that the County borrow at this time in order to implement the 2008 Cash Management Project and to pay costs of issuance, and, in evidence of such borrowing, to issue one or more series of sales tax anticipation notes (collectively, the “Notes”) of the County as hereinafter authorized, provided that the aggregate principal amount of the Notes issued shall not exceed the amount of \$150,000,000:

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of The County of Cook, Illinois, as follows:

SECTION 1. DEFINITIONS.

The following words and terms used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning:

“Accounting” is defined in Section 9 hereof.

“Act” means Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts, as amended.

“Agency Obligation” means obligations issued or guaranteed by any of the following agencies, provided that such obligations are backed by the full faith and credit of the United States of America: Export-Import Bank of the United States direct obligations or fully guaranteed certificates of beneficial ownership; Federal Financing Bank; Farmers Home Administration certificates of beneficial ownership; Federal Housing Administration Debentures; Government National Mortgage Association guaranteed mortgage-backed bonds; General Services Administration participation certificates; United States Maritime Administration obligations guaranteed under Title XI; New Communities Debentures; United States Public Housing Notes and Bonds; and United States Department of Housing and Urban Development Project Notes and Local Authority Bonds.

“Authorized Denomination” means (i) for Current Interest Notes, \$5,000 or any integral multiple thereof, (ii) for Capital Appreciation Notes, Original Principal Amounts of such Capital Appreciation Notes or any integral multiple thereof, and (iii) for Variable Rate Notes, the amounts as provided in an Indenture executed by the County in connection therewith.

“Bond Counsel” means Chapman and Cutler LLP, Chicago, Illinois.

“Book Entry Form” means the form of the Notes as fully registered and available in physical form only to the Depository.

“Capital Appreciation Notes” means Notes payable in one payment on only one fixed date.

“Chief Financial Officer” means the Chief Financial Officer of the County.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commitment” means (i) a commitment to issue a financial guaranty or municipal bond insurance policy issued by an Insurer and relating to a Series of Notes and (ii) any separate insurance agreement between the County and an Insurer executed in connection with the issuance by such Insurer of its insurance policy with respect to the Notes.

“Compound Accreted Value” means, for any Capital Appreciation Note, on any date of determination, an amount equal to the Original Principal Amount of such Note (or integral multiple thereof) plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the approximate yield to maturity borne by such Note.

“Convertible CANs” means Notes issued initially as Capital Appreciation Notes containing provisions for the conversion of the Compound Accreted Value of such Notes into Current Interest Notes at such time following the issuance thereof as shall be approved by the Chief Financial Officer.

“Corporate Authorities” means the Board of Commissioners of the County.

“County” means The County of Cook, Illinois, and its successors and assigns.

“County Clerk” means the County Clerk of the County.

“County Collector” means the County Treasurer, acting ex-officio as the Collector for the County.

“Credit Facility” means any letter of credit, bank bond purchase agreement, revolving credit agreement, surety bond, bond insurance policy or other agreement or instrument under which any person (other than the County) undertakes to make or provide funds to make payment of the principal or premium, if any (if at the election of the County the Credit Facility secures premium payable upon an optional redemption of Notes supported by such Credit Facility), and interest on Notes, delivered to and received by the Trustee.

“Current Debt Service Requirement” means, upon any Accounting, the sum of the amounts of Principal Requirements and Interest Requirements with respect to Outstanding Notes for the then current Note Year. For purposes of this definition, any Note Order may provide that the Current Debt Service Requirement (i) includes Principal Requirements or Interest Requirements for more than one Note Year or for a fractional amount of any Note Year or (ii) includes a fractional amount of Principal Requirements or Interest Requirements for the current Note Year, even if such fractional amount is less than all of the Principal Requirements or Interest Requirements for any Series of Notes for such Note Year or (iii) is to be calculated by reference to calendar year rather than Note Year if deemed appropriate by the Trustee or required by said Note Order.

“Current Interest Notes” means Notes bearing interest at fixed rates and paying interest semiannually (which may have a first odd period for interest not greater than one year).

“Defeasance Obligation” means any Federal Obligation or any Agency Obligation, in each case not subject to redemption at the option of the issuer.

“Depository” means The Depository Trust Company, a New York limited trust company, its successor or a successor depository qualified to clear securities under applicable state and federal law.

“Designated Officer” means the President, Chief Financial Officer, Comptroller or any other officer or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer and filed with the Trustee.

“Federal Obligation” means any direct obligation of, or any obligation the timely payment of principal of and interest on which is fully and unconditionally guaranteed by, the United States of America.

“Final Maturity” means the last Stated Maturity of interest on or principal of a Note.

“Indenture” means a trust indenture by and between the County and the Trustee as authorized herein for the issuance of Variable Rate Notes.

“Insurer” means any recognized issuer of a municipal bond insurance policy insuring one or more Series of Notes as selected by the Chief Financial Officer and so designated in a Note Order.

“Interest Requirement” means, for any Series of Notes and for any Note Year, the aggregate amount of interest payable on such Series of Notes during such Note Year, provided, however, that interest accruing but not payable during such Note Year on any Notes issued as Capital Appreciation Notes shall not be included in such aggregate amount.

“Note Fund” means the account of that name established and further described in Section 9 of this Ordinance.

“Note Order” means each written Note Order and Notification of Sale signed by the Designated Officers and setting forth certain details of the Notes as hereinafter provided.

“Note Register” means the books for the registration and transfer of the Notes to be kept by the Trustee on behalf of the County.

“Notes” means the sales tax anticipation notes authorized under this Ordinance and to be issued in one or more Series pursuant to this Ordinance and one or more Note Orders. Any reference in this Ordinance to “Series 2008A Notes,” “Series 2008B Notes,” and so on shall mean one of such series of Notes as so designated.

“Maturity Amount” means, for Capital Appreciation Notes, Compound Accreted Value at maturity.

“Note Moneys” means the Sales Taxes, any accrued interest received upon the sale of the Notes and deposited into the Note Fund, and investment earnings on deposit in the Note Fund.

“Note Year” means that 12 calendar month period so identified and defined in a Note Order.

“Ordinance” means this ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“Outstanding Notes” means Notes which are outstanding and unpaid; provided, however, such term shall not include Notes (a) which have matured and for which monies are on deposit with proper paying agents or are otherwise properly available sufficient to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the County pursuant to Section 20 of this Ordinance.

“Principal Requirement” means, for any Series of Notes and for any Note Year, the principal amount, including Compound Accreted Value, of such Series of Notes having a Stated Maturity during such Note Year.

“Project Fund” means the Working Cash Fund of the County expressly continued and further described in Section 12 of this Ordinance.

“Project” means the 2008 Cash Management Project described in the preambles hereto.

“Purchase Price” means the price paid by a Purchaser for the Notes as provided in a Note Order.

“Purchaser” mean the initial purchasers of a Series of Notes as provided in a relevant Note Order.

“Qualified Investments” means any lawful investment for County funds, provided, however, that “Qualified Investments” may be limited as provided in a Note Order.

“Regular Record Date” means, for any Current Interest Notes or Capital Appreciation Notes, the 1st day of the month in which any regularly scheduled interest payment date occurs on the 15th day of such month and, in the event of a payment occasioned by a redemption of Notes on other than a regularly scheduled interest payment date on the 15th day of a month, means the 15th day next preceding such payment date and, for Variable Rate Notes, has the meaning set forth in a relevant Indenture.

“Representations Letter” means such letter to or agreement, by and among the County, the Trustee and the Depository as shall be necessary to effectuate a book-entry system for the Notes, and includes the Blanket Letter of Representations previously executed by the County and the Depository.

“Sales Taxes” means distributions by the State to the County of generally applicable sales taxes imposed pursuant to the Retailers’ Occupation Tax Act, as amended, the Service Occupation Tax Act, as amended, the Use Tax Act, as amended, the Service Use Tax Act, as amended, the Home Rule County Retailers’ Occupation Tax Act, as amended, the Home Rule County Service Occupation Tax Act, as amended, and the Home Rule County Use Tax Act, as amended, or any substitute or successor taxes as may be imposed by the State or the County in lieu thereof.

“Series” means any series of Notes so designated by a Note Order.

“State” means the State of Illinois.

“Stated Maturity” means with respect to any Note or any interest thereon the date specified in such Note as the fixed date on which the principal of such Note or such interest is due and payable, whether by maturity, redemption or otherwise.

“Tax Exempt” means, with respect to the Notes, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes, except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

“Trustee” means that certain entity so identified in a Note Order as note registrar, paying agent and trustee, and successors and assigns.

“Variable Rate Notes” means Notes which are issued at rates subject to change from time to time, payable from time to time, and subject to various options for payment by the owners thereof, as more fully provided for herein.

“Yield to Maturity” means, for any Capital Appreciation Note, the approximate yield to maturity borne by such Note.

SECTION 2. FINDINGS.

The Corporate Authorities hereby find that it is necessary and in the best interests of the County that the County provide for the 2008 Cash Management Project and pay all necessary costs thereof, pay all related costs and expenses incidental thereto, and borrow money and issue the Notes for such purposes. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference.

SECTION 3. NOTE DETAILS.

There shall be borrowed on the credit of and for and on behalf of the County the sum of not to exceed \$150,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the Notes for the purposes aforesaid; one or more Series of Notes shall be issued from time to time in said aggregate amount, or such lesser amount, in one or more Series, all as may be determined by the Chief Financial Officer, and shall be designated substantially as "Sales Tax Anticipation [Variable Rate Demand] Notes, Series 200__," with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer at the time of the sale of the Notes to reflect the purpose of the issue, the order of sale of the Notes, whether the Notes are Current Interest Notes, Variable Rate Notes, Capital Appreciation Notes or Convertible CANs, and any other authorized features of the Notes determined by the Chief Financial Officer as desirable to be reflected in the title of the Notes being issued and sold. Any Notes issued as Current Interest Notes shall be dated as of July 1, 2008, or such later date at or prior to the date of issuance thereof as may be provided in the relevant Note Order (any such date being a "Dated Date"). Any Notes issued as Capital Appreciation Notes shall be dated the date of issuance thereof (and such date being a "Dated Date"). Any Notes issued as Variable Rate Notes shall be dated such date not earlier than July 1, 2008, and not later than the date of issuance thereof as shall be provided in the Indenture (any such date being a "Dated Date"). All Notes shall also bear the date of authentication, shall be in fully registered form, shall be in Authorized Denominations as provided in the relevant Note Order (but no single Note shall represent installments of principal or Compound Accreted Value maturing on more than one date), shall be numbered 1 and upward within each Series, shall bear interest at the rates percent per annum and shall become due and payable (subject as hereinafter provided with respect to prior redemption) on November 15 (or such other date or dates as may be provided in the relevant Note Order) of the years as provided in the relevant Note Order, subject to the limitations set forth below.

All or any portion of the Notes may be issued as Current Interest Notes.

All or any portion of the Notes may be issued as Capital Appreciation Notes. Each Original Principal Amount of Capital Appreciation Notes shall represent a Maturity Amount of \$5,000 or any integral multiple thereof.

All or any portion of the Notes may be initially issued as Convertible CANs. While in the form of Capital Appreciation Notes, Notes issued as Convertible CANs shall be subject to all of the provisions and limitations of this Ordinance relating to Capital Appreciation Notes, and while in the form of Current Interest Notes, Notes issued as Convertible CANs shall be subject to all of the provisions and limitations of this Ordinance relating to Current Interest Notes. In particular, when Convertible CANs are in the form of Capital Appreciation Notes prior to their conversion to Current Interest Notes, the transfer, exchange and replacement provisions of this Ordinance with respect to Capital Appreciation Notes shall apply to such Convertible CANs; provided that the Convertible CANs delivered in the form of Capital Appreciation Notes in connection with any such transfer, exchange or replacement shall have identical provisions for conversion to Current Interest Notes as set forth in the Convertible CANs being transferred, exchange or replaced. In connection with the issuance and sale of any Convertible CANs, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible CANs into Current Interest Notes shall be as approved by the Chief Financial Officer at the time of sale of such Convertible CANs.

All or any portion of the Notes may be issued as Variable Rate Notes. Any Variable Rate Notes shall be subject to the provisions of the Indenture for same, to be by and between the County and the Trustee. The President or the Chief Financial Officer is hereby authorized to enter into any Indenture on behalf of the County. Any Indenture shall be in substantially the form of trust indentures previously entered into by the County in connection with the sale of variable rate Notes or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions.

All or any portion of the Notes may be issued as Tax Exempt or not Tax Exempt as the Designated Officers shall determine upon consultation with counsel and as shall be provided in a relevant Note Order.

All Notes shall become due and payable as provided in the relevant Note Order, provided, however, that no Note shall have a Final Maturity which is later than November 30, 2009.

The Current Interest Notes and the Variable Rate Notes shall bear interest at a rate or rates percent per annum and any Capital Appreciation Notes shall have Yields to Maturity not to exceed five percent (5.0%) per annum and no Capital Appreciation Note shall have a Yield to Maturity in excess of five percent (5.0%) per annum. The Current Interest Notes and the Variable Rate Notes shall bear interest at the rate or rates percent per annum and the Capital Appreciation Notes shall have Yields to Maturity as provided in the relevant Note Order or Indenture.

Each Current Interest Note shall bear interest from the later of its Dated Date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Note is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable, subject to the provisions of any Note Order, on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer in the Note Order therefore.

Each Capital Appreciation Note shall bear interest from its Dated Date at the rate percent per annum compounded semiannually, subject to the provisions of any Note Order, on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer in the Note Order therefore, which will produce the Yield to Maturity until the Stated Maturity thereof or conversion date to Current Interest Notes. Interest on the Capital Appreciation Notes shall be payable only at Stated Maturity.

Each Variable Rate Note shall bear interest (computed from time to time on such basis and payable in such manner as shall be set forth in the Indenture therefore) payable on such dates as shall be set forth in the Indenture therefore. Any Variable Rate Notes may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (not to exceed 103 percent of the principal amount thereof) as shall be set forth in the Indenture therefore. In connection with the remarketing of any Variable Rate Notes so tendered for purchase under the terms and conditions so specified by the Chief Financial Officer, the President and the Chief Financial Officer are each hereby authorized to execute on behalf of the County a remarketing agreement in customary form at customary fees used for variable rate financings of the County with appropriate revisions to reflect the terms and provisions of the Notes sold as Variable Rate Notes and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Notes as Variable Rate Notes.

So long as the Notes are held in Book Entry Form, interest on each Note shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter; in the event the Notes should ever become available in physical form to registered owners other than the Depository, interest on each Note shall be paid by check or draft of the Trustee, payable upon presentation thereof in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, as may be provided, to the person in whose name such Note is registered at the close of business on the applicable Regular Record Date, and mailed to the address or transferred to such account of such registered owner as it appears on the Note Register or at such other address or account as may be furnished in writing to the Trustee.

Principal of and premium (if any) on each Current Interest Note and Variable Rate Note and the Compound Accreted Value of each Capital Appreciation Note shall be paid upon surrender in lawful money of the United States of America, at the office maintained for the purpose by the Trustee or its proper agent.

The Notes shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the County and shall be signed by the manual or duly authorized facsimile signatures of the President and County Clerk, as they shall determine, and in case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee as authenticating agent of the County and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Ordinance. The certificate of authentication on any Note shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder.

SECTION 4. BOOK-ENTRY PROVISIONS.

The Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities of the Notes. Upon initial issuance, the ownership of each such Note shall be registered in the Note Register in such name as may be provided by the Depository (the "Book Entry Owner") and, accordingly, in Book Entry Form as provided and defined herein. Any Designated Officer is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into the Representations Letter for the Notes, it may contain provisions relating to (a) payment procedures, (b) transfers of the Notes or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Notes registered in the Note Register in the name of the Book Entry Owner, neither the County nor the Trustee shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Notes from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Notes. Without limiting the meaning of the immediately preceding sentence, neither the County nor the Trustee shall have any responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Notes; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Note as shown in the Note Register or as expressly provided in the Representations Letter, of any notice with respect to the Notes, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Note as shown in the Note Register, of any amount with respect to principal of or interest on the Notes. No person other than a registered owner of a Note as shown in the Note Register shall receive a Note certificate with respect to any Note. In the event that (a) the County determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter, (b) the agreement among the County and the Depository evidenced by the Representations Letter shall be terminated for any reason, or (c) the County determines that it is in the best interests of the County or of the beneficial owners of the Notes that they be able to obtain certificated Notes; the County shall notify the Depository of the availability of Note certificates, and the Notes shall no longer be restricted to being registered in the Note Register to the Book Entry Owner. The County may determine at such time that the Notes shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the County, or such depository’s agent or designee, but if the County does not select such successor depository, then the Notes shall be registered in whatever name or names registered owners of Notes transferring or exchanging Notes shall designate, in accordance with the provisions hereof.

SECTION 5. REDEMPTION.

If so provided in the relevant Note Order or Indenture, any Notes may be redeemable prior to maturity at the option of the County, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Notes or Variable Rate Notes to be redeemed and as a percentage of the Compound Accreted Value of Capital Appreciation Notes to be redeemed) not to exceed one hundred three percent (103.00%), plus, in the case of Current Interest Notes or Variable Rate Notes, accrued interest to the date of redemption, as determined by the Chief Financial Officer at the time of the sale thereof. If less than all of the outstanding Notes of a Series are to be optionally redeemed, the Notes to be called shall be called from such Series, in such principal amounts and from such maturities as may be determined by the County and within any maturity by lot within a maturity in the manner hereinafter provided. Any Current Interest Notes or Variable Rate Notes may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by the Chief Financial Officer at the time of the sale thereof and as set forth in the relevant Note Order or Indenture. The terms and provisions for any redemption of Variable Rate Notes shall be as determined by the Chief Financial Officer at the time of sale of the Notes and as set forth in a relevant Indenture, provided that such terms shall be within the limitations set forth in this Section.

In connection with any mandatory redemption of Notes as authorized above, the principal amounts of such Notes to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Notes credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Chief Financial Officer may determine. In the absence of such determination, partial optional redemptions of such Notes shall be credited against future mandatory redemption requirements in inverse chronological order of such payments beginning with the amount scheduled to become due at Stated Maturity, then the amount subject to mandatory redemption in the year preceding Stated Maturity, and so on. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Trustee may, and if directed by the Chief Financial Officer shall, purchase Notes of such maturities in an amount not exceeding the amount of such Notes required to be retired on such mandatory redemption date and at a price not exceeding par plus accrued interest. Any such Notes so purchased shall be cancelled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

The County shall, at least 45 days prior to the redemption date (unless a shorter time shall be satisfactory to the Trustee), notify the Trustee of such redemption date, the years of maturity and principal amounts of Notes to be redeemed and, if applicable, the mandatory redemption payment so affected. Current Interest Notes shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof, and Capital Appreciation Notes shall be redeemed only in amounts representing \$5,000 Maturity Amount and integral multiples thereof. In the event of the redemption of less than all the Notes of a Series of like maturity, the aggregate principal amount or Maturity Amount (as appropriate) thereof to be redeemed shall be \$5,000 or an integral multiple thereof, and the Trustee shall assign to each such Note of such maturity a distinctive number for each \$5,000 principal amount or Maturity Amount (as appropriate) of such Note and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount or Maturity Amount (as appropriate) of such Notes to be redeemed. The Notes to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount or Maturity Amount (as appropriate) of each Note shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

The Trustee shall promptly notify the County in writing of the Notes or portions of Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the owner of Notes to be redeemed or as otherwise provided in an Indenture for Variable Rate Notes, notice of any such redemption shall be given by the Trustee on behalf of the County by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Note or Notes to be redeemed at the address shown on the Note Register or at such other address as is furnished in writing by such registered owners to the Trustee.

All notices of redemption shall include at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the Notes of a particular Series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the office maintained for the purpose by the Trustee.

Such additional notice as may be agreed upon with the Depository shall also be given so long as the Notes are held by the Depository.

On or prior to any redemption date, the County shall deposit with the Trustee an amount of money sufficient to pay the redemption price of all the Notes or portions of Notes which are to be redeemed on that date.

Notice of redemption having been given as provided therefore, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Note shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Note to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice.

Such notice may be waived in writing by a registered owner of a Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Notes for redemption in accordance with said notice, such Notes shall be paid by the Trustee at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the registered owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal or Maturity Amount.

With respect to any redemption of Notes, unless moneys sufficient to pay the redemption price of the Notes to be redeemed shall have been received by the Trustee prior to the giving of the notice of redemption, such notice may, at the option of the County, state that such redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Notes, and the Trustee shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Notes will not be redeemed.

If any Note or portion of Note called for redemption shall not be so paid upon surrender thereof for redemption, in the case of Current Interest Notes, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Note or portion of Note so called for redemption; in the case of Variable Rate Notes, the principal shall, until paid, bear interest as provided in a relevant Indenture; and, in the case of Capital Appreciation Notes, the Compound Accreted Value at such redemption date shall continue to accrue interest from such redemption date at the Yield to Maturity borne by such Capital Appreciation Note, or portion thereof, so called for redemption. All Notes which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued.

Upon the payment of the redemption price of Notes being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Notes being redeemed with the proceeds of such check or other transfer.

SECTION 6. REGISTRATION OF NOTES; PERSONS TREATED AS OWNERS; NOTES LOST, DESTROYED, ETC.

The County shall cause the Note Register to be kept at the office maintained for the purpose by the Trustee, which is hereby constituted and appointed the Registrar of the County. The County is authorized to prepare, and the Trustee shall keep custody of, multiple Note blanks executed by the County for use in the transfer and exchange of Notes.

Subject to the provisions hereof relating to the Notes in Book Entry Form, upon surrender for transfer of any Note at the office maintained for the purpose by the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Trustee shall authenticate, date and deliver in the name of the transferee or transferees (a) in the case of any Capital Appreciation Note, a new fully registered Capital Appreciation Note or Notes of the same Series and of the same Stated Maturity of Authorized Denominations, for a like aggregate Original Principal Amount or (b) in the case of any Current Interest Note or Variable Rate Note, a new fully registered Note or Notes of the same tenor, of the same interest rate and Stated Maturity, of Authorized Denominations, for a like aggregate principal amount. Subject to the provisions of this Ordinance relating to Book Entry Form any Capital Appreciation Note or Notes may be exchanged at said office of the Trustee or its proper agent for a like aggregate Original Principal Amount of Capital Appreciation Note or Notes of the same maturity of other Authorized Denominations; and any fully registered Current Interest Note or Notes or Variable Rate Note or Notes may be exchanged at said office of the Trustee or its proper agent for a like aggregate principal amount of such Notes of the same tenor, of the same interest rate and Stated Maturity, of other Authorized Denominations.

The execution by the County of any fully registered Note shall constitute full and due authorization of such Note, and the Trustee or its proper agent shall thereby be authorized to authenticate, date and deliver such Note in accordance with the terms of this Ordinance and of any Indenture.

The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on or any Maturity Amount of any Note shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Notes, but the County or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes exchanged in the case of the issuance of a Note or Notes for the outstanding portion of a Note surrendered for redemption.

If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Trustee or its proper agent may authenticate a new Note of like date, maturity date, interest rate (or, in the case of Capital Appreciation Notes, Yield to Maturity), denomination and Original Principal Amount (in the case of Capital Appreciation Notes) or principal amount (in the case of other Notes) and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee, and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the County and the Trustee, satisfactory to the Trustee. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Note, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

SECTION 7. SECURITY.

The Sales Taxes are hereby irrevocably pledged to the punctual payment of the principal of, interest on and Maturity Amount of the Notes. The County hereby pledges, as equal and ratable security for the Notes, all present and future proceeds of the Sales Taxes on deposit in the Note Fund for the sole benefit of the registered owners of the Notes, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Note Fund to other funds of the County.

SECTION 8. FORMS OF NOTES.

The Current Interest Notes and the Capital Appreciation Notes shall be in substantially the forms hereinafter set forth; provided, however, that if the text of the Notes is to be printed in its entirety on the front side of the Notes, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph. The Convertible CANs shall be prepared incorporating the provisions of the forms of Current Interest Notes and Capital Appreciation Notes set forth below as necessary to reflect the terms and provisions of the sale of the Convertible CANs pursuant to Section 11 hereof. Variable Rate Notes shall be prepared in substantially the form provided in the relevant Indenture.

(Form of Current Interest Note - Front Side)

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF COOK

SALES TAX ANTICIPATION NOTE, SERIES 200__

See Reverse Side
for Additional
Provisions

Interest Rate: _____ Maturity Date: _____ Dated Date: _____, 200__ CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Cook, Illinois (the "County"), a home rule unit duly organized and incorporated under the laws of the State of Illinois, hereby acknowledges itself to owe and for value received promises to pay from the sources and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount at the Interest Rate identified above, from the Dated Date or from the most recent interest payment date to which interest has been paid, on each [May 15 and November 15], commencing _____, 20__, until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity are and become applicable hereto. Both principal hereof and premium, if any, hereon are payable in lawful money of the United States of America at the office maintained for the purpose by _____, as note registrar, paying agent and trustee (the "Trustee"), or at any successor trustee and locality as in the hereinafter defined Note Ordinance provided. Payment of interest shall be made to the Registered Owner hereof on the registration books of the County maintained by the Trustee at the close of business on the Regular Record Date and shall be paid by check or draft of the Trustee mailed to the address of such Registered Owner as it appears on such registration books or as otherwise agreed by the County and CEDE & Co., as nominee, or successor for so long as this Note is held by the Depository or nominee in book-entry only form as provided for same.

[2] Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] This Note and each Note of the series of which it forms a part (together, the “Notes”), are issued pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois as amended (the “Act”). The Notes are being issued for the purpose of paying the costs of the 2008 Cash Management Project (as defined in the hereinafter defined Note Ordinance), all as more fully described in proceedings adopted by the Board of Commissioners of the County (the “Corporate Authorities”) and in an ordinance authorizing the issuance of the Notes adopted by the Corporate Authorities on the 17th day of June, 2008 (the “Note Ordinance”), to all the provisions of which the holder by the acceptance of this Note assents. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Sales Taxes are hereby irrevocably pledged.

[4] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Note, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; and that the indebtedness of the County, represented by the Notes, and including all other indebtedness of the County, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation.

[5] This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the manual signature of the Trustee.

[6] IN WITNESS WHEREOF, The County of Cook, Illinois, by its Board of Commissioners, has caused this Note to be signed by the manual or duly authorized facsimile signatures of the President and County Clerk, and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

[SEAL]

President

County Clerk

Date of Authentication: _____, _____

CERTIFICATION
OF
AUTHENTICATION

Note Registrar, Paying Agent and Trustee:

Chicago, Illinois

This Note is one of the Notes described in the within mentioned Note Ordinance and is one of the Sales Tax Anticipation Notes, Series 200__, of The County of Cook, Illinois.

_____,
as Trustee

By _____
Authorized Officer

[Form of Current Interest Note - Reverse Side]

THE COUNTY OF COOK, ILLINOIS

SALES TAX ANTICIPATION NOTE, SERIES 200__

[7] This Note is transferable by the registered holder hereof in person or by his or her attorney duly authorized in writing at the office maintained for the purpose by the Trustee in Chicago, Illinois, or at any successor Trustee and successor location, but only in the manner, subject to the limitations and upon payment of the charges provided in the Note Ordinance, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of the same series and Authorized Denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore. The Trustee shall not be required to transfer or exchange this Note during the period beginning at the close of business on the fifteenth day next preceding any interest payment date for this Note, after notice calling this Note for redemption has been mailed, or during a period of 15 days next preceding mailing of a notice of redemption of this Note.

[8] The Notes are issued in fully registered form in the Authorized Denomination of \$5,000 each and integral multiples thereof. This Note may be exchanged at the office maintained for the purpose by the Trustee for a like aggregate principal amount of Notes of the same maturity of other Authorized Denominations, upon the terms set forth in the Note Ordinance.

[9] The County and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither the County nor the Trustee shall be affected by any notice to the contrary.

[10] The Notes coming due on and after November 15, 20__, are subject to redemption prior to maturity at the option of the County, from any available moneys, on November 15, 20__, and any date thereafter, in whole or in part, and if in part, in such principal amounts and from such maturities as determined by the County and within any maturity by lot, the Notes to be redeemed at the redemption prices (being expressed as a percentage of the principal amount of the Notes to be redeemed) set forth below:

DATES OF REDEMPTION

REDEMPTION PRICE

[11] **[Provisions relating to mandatory redemption will be inserted here.]**

[12] Written notice of the redemption of any or all of said Notes shall be given by the County to the registered holder thereof by first class mail to the address shown on the registration books of the County maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) and not less than thirty (30) days prior to such redemption date, and when any or all of said Notes or any portion thereof shall have been called for redemption and payment made or provided for, interest thereon shall cease from and after the date so specified. With respect to any redemption of Notes, unless moneys sufficient to pay the redemption price of the Notes to be redeemed shall have been received by the Trustee prior to the giving of the notice of redemption, such notice may, at the option of the County, state that such redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Notes, and the Trustee shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Notes will not be redeemed.

[13] The rights and obligations of the County and of the registered owners of Notes of the series of which this Note is one may be modified or amended at any time as more fully set forth in the Note Ordinance.

[ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ or its successor as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

INSURANCE LEGEND MAY APPEAR HERE

(FORM OF CAPITAL APPRECIATION NOTE - FRONT SIDE)

REGISTERED
NO. _____

\$ _____
Compound Accreted
Value at Maturity
(“Maturity Amount”)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF COOK

SALES TAX ANTICIPATION NOTE, SERIES 200__

See Reverse Side for
Additional Provisions

Maturity Date	Original Yield to Maturity	Original Principal Amount per \$5,000 Maturity Amount	Dated Date	CUSIP
_____, ____	_____	\$ _____	_____, ____	_____

Registered Owner:

[1] KNOW ALL PERSONS BY THESE PRESENTS, The County of Cook, Illinois (the “County”) hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Maturity Amount identified above. The amount of interest payable on this Note on the Maturity Date hereof is the amount of interest accrued from the Dated Date hereof at a semiannual compounding rate necessary to produce the Original Yield to Maturity set forth above, compounded [semiannually on each May 15 and November 15], commencing _____ 15, _____. The Maturity Amount of this Note is payable in lawful money of the United States of America upon presentation and surrender of this Note at the office maintained for the purpose by _____, Chicago, Illinois, or its successor, as trustee, note registrar and paying agent (the “Trustee”), or at successor trustee and locality as in the hereinafter defined Note Ordinance provided. The Compound Accreted Value of this Note per \$5,000 Maturity Amount on [May 15 and November 15] of each year, commencing _____ 15, _____, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value Per \$5,000 of Compound Accreted Value at Maturity attached hereto.

[2] Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] This Note and each Note of the series of which it forms a part (together, the “Notes”), are issued pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois as amended (the “Act”). The Notes are being issued for the purpose of paying the costs of the 2008 Cash Management Project (as defined in the hereinafter defined Note Ordinance), all as more fully described in proceedings adopted by the Board of Commissioners of the County (the “Corporate Authorities”) and in an ordinance authorizing the issuance of the Notes adopted by the Corporate Authorities on the 17th day of June, 2008 (the “Note Ordinance”), to all the provisions of which the holder by the acceptance of this Note assents. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Sales Taxes are hereby irrevocably pledged.

[4] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Note, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; and that the indebtedness of the County, represented by the Notes, and including all other indebtedness of the County, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation.

[5] This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the manual signature of the Trustee.

[6] IN WITNESS WHEREOF, The County of Cook, Illinois, by its Board of Commissioners has caused its corporate seal to be imprinted by facsimile hereon and this Note to be signed by the manual or duly authorized facsimile signatures of the President and the County Clerk, all as of the Dated Date identified above.

[SEAL]

President, Board of Commissioners

County Clerk

Date of Authentication: _____, _____

CERTIFICATION
OF
AUTHENTICATION

Note Registrar, Paying Agent and Trustee:

Chicago, Illinois

This Note is one of the Notes described in the within mentioned Note Ordinance and is one of the Sales Tax Anticipation Notes, Series 200__, of The County of Cook, Illinois.

_____,
as Trustee

By _____
Authorized Officer

[FORM OF CAPITAL APPRECIATION NOTE - REVERSE SIDE]

THE COUNTY OF COOK, ILLINOIS

SALES TAX ANTICIPATION NOTE, SERIES 200__

[7] This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office maintained for the purpose by the Trustee in Chicago, Illinois, or at successor Trustee and successor location, but only in the manner, subject to the limitations and upon payment of the charges provided in the Note Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note or Notes of authorized denominations, of the same maturity and for the same aggregate Original Principal Amount will be issued to the transferee in exchange therefore. The Trustee shall not be required to transfer or exchange this Note during the period beginning at the close of business on the fifteenth day next preceding the Maturity Date for this Note, after notice calling this Note for redemption has been mailed, or during a period of 15 days next preceding mailing of a notice of redemption of this Note.

[8] The Notes are issued in fully registered form in Original Principal Amounts representing \$5,000 Maturity Amount or any integral multiple thereof. This Note may be exchanged at the office maintained for the purpose by the Trustee for a like aggregate Original Principal Amount of Notes of the same Stated Maturity, upon the terms set forth in the Note Ordinance.

[9] The Notes maturing on or after [November 15, ____, are subject to redemption prior to maturity at the option of the County, from any available moneys, on November 15], ____, and any date thereafter, in whole or in part, and if in part, in such Maturity Amounts and from such maturities as determined by the County and within any maturity by lot, the Notes to be redeemed at the redemption prices (being expressed as a percentage of the Compound Accreted Value of the Notes to be redeemed) set forth below:

DATES OF REDEMPTION

REDEMPTION PRICE

[10] Written notice of the redemption of any or all of said Notes shall be given by the County to the registered holder thereof by first class mail to the address shown on the registration books of the County maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) and not less than thirty (30) days prior to such redemption date, and when any or all of said Notes or any portion thereof shall have been called for redemption and payment made or provided for, interest thereon shall cease from and after the date so specified. With respect to any redemption of Notes, unless moneys sufficient to pay the redemption price of the Notes to be redeemed shall have been received by the Trustee prior to the giving of the notice of redemption, such notice may, at the option of the County, state that such redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Notes, and the Trustee shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Notes will not be redeemed.

[11] The County and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the Maturity Amount hereof and redemption premium, if any, hereon and for all other purposes, and neither the County nor the Trustee shall be affected by any notice to the contrary.

INSURANCE LEGEND MAY APPEAR HERE

* * *

TABLE OF COMPOUND ACCRETED VALUE
PER \$5,000 OF COMPOUND ACCRETED VALUE AT MATURITY

* * *

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(NAME AND ADDRESS OF ASSIGNEE)

the within Note and does hereby irrevocably constitute and appoint

Attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

SECTION 9. NOTE FUND CREATED; PAYMENT OF PRINCIPAL, PREMIUM AND INTEREST.

There is hereby created the “2008 Sales Tax Anticipation Note Fund” (the “Note Fund”), which shall be the fund for the payment of principal of and interest on and Maturity Amount of the Notes. The Note Fund shall be held and maintained as a separate and segregated account by the Trustee. Accounts within the Note Fund may be created by the Trustee as necessary for any series of Notes as specified in a relevant Note Order or, for Variable Rate Notes, as provided in a relevant Indenture.

Incidental to each distribution by the State to the County of Sales Taxes, the Comptroller of the County shall conduct an accounting (each, an “Accounting”) to determine the amount of Sales Taxes necessary to pay the Current Debt Service Requirement and shall immediately transfer a fractional amount of the interest becoming due on the next succeeding interest payment date on all of the Notes and also a fractional amount of the principal becoming due or subject to mandatory redemption on the next succeeding principal maturity or mandatory redemption date of all of the Notes until there shall have been accumulated and held, in cash and investments, in the Note Fund in or before the month preceding such maturity date of interest or maturity or mandatory redemption date of principal, an amount sufficient to pay the Current Debt Service Requirement. It is hereby expressly provided that Sales Taxes not so transferred to the Trustee for deposit into the Note Fund shall be available to the County for any lawful corporate purpose and shall not be deemed to have been pledged hereunder to the payment of the Notes.

Interest or principal coming due at any time when there are insufficient funds on hand from the Note Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Sales Taxes which funds are hereby appropriated for such purpose as necessary; and when the Sales Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

All moneys appropriated or used by the County for the payment of the principal or redemption price of, and interest on, or Maturity Amount of, the Notes shall be paid to the Trustee. The Trustee shall be accountable only for moneys actually so deposited with the Trustee.

The County Treasurer is hereby expressly authorized and directed to do, or cause to be done, all things necessary to provide for the prompt deposit with the Trustee of the Sales Taxes in the amounts and at the times as hereinabove provided, in accordance with this Ordinance.

SECTION 10. GENERAL COVENANTS.

The County covenants and agrees with the registered owners of the Notes, so long as any Notes remain Outstanding, as follows:

A. The Corporate Authorities covenant and agree to provide for, collect and apply Sales Taxes to the payment of the Notes, and the County pledges the Sales Taxes to the payment of the Notes, in the amounts and at the times, all as hereinabove provided.

B. The County will punctually pay or cause to be paid from the Note Fund the principal of and interest on the Notes in strict conformity with the terms of the Notes and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The County will pay and discharge, or cause to be paid and discharged, from the Note Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Note Moneys, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Notes. Nothing herein contained shall require the County to make any such payment so long as the County in good faith shall contest the validity of said claims.

D. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Note Moneys and the Note Fund.

E. The County will preserve and protect the security of the Notes and the rights of the registered owners of the Notes, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Notes by the County, the Notes shall be incontestable by the County.

F. The County will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Notes of the rights and benefits provided in this Ordinance.

G. As long as any Notes are Outstanding, the County will continue to deposit and apply the Sales Taxes as provided herein to the Note Fund. The County covenants and agrees with the purchasers of the Notes and with the registered owners thereof that so long as any Notes remain Outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect and to segregate the Note Moneys. The County and its officers will comply with all present and future applicable laws in order to assure that the Sales Taxes may be collected and deposited into the Note Fund as provided herein.

H. The Outstanding Notes shall be and forever remain until paid or defeased the general obligation of the County and shall be payable from the Sales Taxes, as herein provided.

SECTION 11. SALE OF THE NOTES; FORMS OF DOCUMENTS APPROVED.

The Chief Financial Officer is hereby authorized to sell all or any portion of the several Series of the Notes to such respective Purchasers from time to time and on such terms as she may deem to be in the best interests of the County; provided that the Purchase Price shall be at least ninety-eight percent (98%) of the proceeds of the Notes (exclusive of any net original issue discount used in the marketing of the Notes, not to exceed 10% of the principal amount thereof), plus accrued interest on the Notes from their Dated Date to the date of their issuance. The Notes may be sold from time to time as the Chief Financial Officer shall determine that the proceeds of such sales are needed. Nothing contained in this Ordinance shall limit the sale of the Notes or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. Nothing in this Section shall require the Chief Financial Officer to sell any of the Notes if in her judgment, aided by the County's financial advisors, the conditions in the Note markets shall have deteriorated from the time of adoption hereof or the sale of all or any portion of the Notes shall for some other reason not be deemed advisable, but the Chief Financial Officer shall have the authority to sell the Notes in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met.

Subsequent to each such sale of the Notes, the Chief Financial Officer shall file in the office of the County Clerk a Note Order directed to the Corporate Authorities identifying (i) the terms of the sale, (ii) the amount of the Notes, if any, being sold as Capital Appreciation Notes, Convertible CANs or Current Interest Notes, (iii) the amount of Notes, if any, being sold as Variable Rate Notes and attaching the related Indenture or Indentures, (iv) the Dated Date of the Notes sold, (v) the aggregate principal amount of Notes sold, (vi) the principal amount of Notes maturing and mandatorily redeemable in each year, if any, (vii) the optional redemption provisions, if any, applicable to the Notes sold, (viii) with respect to any Capital Appreciation Notes being sold, the Original Principal Amounts of and Yields to Maturity on such Capital Appreciation Notes and a table of Compound Accreted Values per \$5,000 Compound Accreted Value at Maturity for such Capital Appreciation Notes, setting forth the Compound Accreted Value of each such Capital Appreciation Note on each compounding date, (ix) the interest rate or rates on any Current Interest Notes sold, or, in the case of any Series of Variable Rate Notes the estimated interest rate for such Variable Rate Notes and a description (which shall be in the relevant Indenture therefore) of the methods of determining the interest rate applicable to such Variable Rate Notes from time to time and the identity of any remarketing agent retained in connection with the issuance of Variable Rate Notes, (x) the identity of the Purchasers, (xi) the identify of any Insurer, (xii) the portion, if any, of the Notes which are not Tax Exempt, (xiii) the identity of any provider of a Credit Facility, and (xiv) the information regarding the title and Series designation of the Notes, together with any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Notes, and thereafter the Notes so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the respective Purchasers in accordance with the terms of sale.

Upon the sale of the Notes or any Series of the Notes, the Designated Officers and any other officers of the County as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Note as may be necessary, including, without limitation, the Note Order, such offering documents (in the forms of Preliminary Official Statement, Official Statement, preliminary Limited Offering Memorandum or Limited Offering Memorandum, as may be appropriate, and being, collectively, the "OS"), Note Purchase Contract (as hereinafter defined), a tax agreement and certificate as prepared by Note Counsel (a "Tax Certificate"), and closing documents. The Chief Financial Officer must find and determine in the Note Order that no person holding any office of the County either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Note Purchase Contract with the Purchasers for the purchase of the Notes. The distribution of the Preliminary OS relating to the Notes is hereby in all respects authorized and approved, and the proposed use by the Purchasers of an OS (in substantially the form of the Preliminary OS but with appropriate variations to reflect the final terms of the Notes) is hereby approved. The Chief Financial Officer shall execute a note purchase contract for the sale of the Notes to the Purchasers (the "Note Purchase Contract") in the form approved by the attorney for the County. The authority granted in this Ordinance to the Designated Officers to sell Notes as provided herein shall expire on November 1, 2009.

The Designated Officers are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Note Purchase Contract, this Ordinance, said Preliminary OS, said final OS the Tax Certificate and the Notes.

In connection with any sale of the Notes, the President or the Chief Financial Officer is hereby authorized to obtain a Credit Facility with one or more financial institutions. The President or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the County in connection with the sale of general obligation Notes or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions.

The annual fee paid to any financial institution that provides a Credit Facility shall not exceed three-quarters of one percent of the average principal amount of such Notes outstanding during such annual period. The final form of reimbursement agreement entered into by the County with respect to the Notes shall be attached to the notification of sale filed with the County Clerk pursuant to this section. Each such promissory note shall mature not later than the final maturity date of the Notes and shall be a special, limited obligation of the County payable solely and only from the Sales Taxes. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged. Each such promissory note shall bear interest at a rate not exceeding 18 percent per annum. The President or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the County affixed and attached by the County Clerk.

In connection with any sale of the Notes, the President or the Chief Financial Officer is hereby authorized to obtain a financial guaranty or municipal Note insurance policy from an Insurer if the Chief Financial Officer determines such Note insurance to be desirable in connection with such sale of the Notes or any portion thereof. The President or Chief Financial Officer is hereby expressly authorized, on behalf of the County, to make such customary covenants and agreements with such Insurer as are not inconsistent with the provisions of this Ordinance.

The President or the Chief Financial Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Chief Financial Officer, the purpose of which is to hedge or manage the County's interest cost with respect to the Notes (or any portion thereof), or to reduce the County's exposure to fluctuations in the interest rate or rates payable on the Notes or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Notes issued hereunder (net of offsetting transactions entered into by the County).

Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency - Single Jurisdiction version or the Multicurrency-Cross Border version of the 1992 ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the "ISDA") or any successor form to be published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the County executing the same, his or her execution to constitute conclusive evidence of the Corporate Authorities' approval of such insertions, completions and modifications thereof. Amounts payable by the County under any such agreement (being "Swap Payments") shall constitute operating expenses of the County payable from any moneys, receipts, income, assets or funds of the County available for such purpose or be payable from the sources pledged to the payment of the Notes, as the Chief Financial Officer may from time to time determine. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged. Nothing contained in this Section shall limit or restrict the authority of the President or the Chief Financial Officer to enter into similar agreements pursuant to prior or subsequent authorization of the Corporate Authorities.

SECTION 12. CREATION OF FUNDS AND APPROPRIATIONS.

A. Accrued interest, capitalized interest and premium, if any, received upon delivery of the Notes shall be deposited into the Note Fund and be applied to pay first interest coming due on the Notes.

The Sales Taxes shall either be deposited into the Note Fund as hereinabove provided and be used solely and only for paying the principal of and interest on or Maturity Amount of the Notes or be used to reimburse a fund or account from which advances to the Note Fund may have been made to pay principal of or interest on or Maturity Amount of the Notes prior to receipt of Sales Taxes. Interest income or investment profit earned in the Note Fund shall be retained in the Note Fund for payment of the principal of and interest on Current Interest Notes and Variable Rate Notes and Maturity Amount of Capital Appreciation Notes on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Chief Financial Officer, transferred to such other funds as may be determined. Capitalized interest, if any, deposited to and remaining in the Note Fund for any Variable Rate Notes shall be transferred to such other funds or accounts as the Chief Financial Officer shall determine.

B. The remaining proceeds of the Notes shall be set aside in a separate fund of the County, hereby expressly continued, and designated as the "Working Cash Fund" (the "Project Fund"). The Project Fund may further be divided into accounts and designated the "Series _____ Notes Project Account"(an "Account"). The Project Fund shall be held and maintained as a separate and segregated account by the Trustee. Moneys in the Project Fund may be withdrawn or may be transferred to the Project Fund by the County to pay the costs of the Project upon requisition by the Chief Financial Officer or any other employee of the County designated by the Chief Financial Officer.

Alternatively, the Chief Financial Officer may allocate the proceeds of the Notes to one or more related Project funds or accounts of the County already in existence; provided, however, that this shall not relieve the County and such officer of the duty to account for the proceeds as if such Project Fund or Account were created as herein provided. The County by its Corporate Authorities reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of such Project Fund or its accounts, to change priorities, to revise cost allocations between expenditures and to substitute other lawful corporate purpose projects, in order to meet current needs of the County; subject, however, to the provisions of the Act and to the tax covenants of the County relating to the Tax Exempt status of interest on Tax Exempt Notes.

C. The sum necessary, as determined by the Chief Financial Officer, of the principal proceeds of the Notes shall be deposited into a separate and segregated fund, hereby created, to be known as the "Expense Fund" (the "Expense Fund") and shall be disbursed by the Trustee upon the delivery of the Notes or be used by the County to pay costs of issuance of the Notes in accordance with normal County disbursement procedures. Any funds remaining to the credit of the Expense Fund on the date which is three months following the date of delivery of the Notes shall be transferred to the County Treasurer for deposit into such fund or account of the County as the Chief Financial Officer may direct.

D. The moneys on deposit in the Note Fund may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time by the Trustee without further direction from the County as moneys may be needed for the purposes for which the Note Fund has been created. The moneys on deposit in the Project Fund shall be invested in any lawful investment for County funds. In addition, the Chief Financial Officer shall direct the Trustee (which direction may be by facsimile transmission by the County to the Trustee and confirmed by facsimile transmission by the Trustee to the County) to sell such investments when necessary to remedy any deficiency in the Note Fund, the Project Fund or any accounts created therein. All other investment earnings shall be attributed to the account for which the investment was made.

E. All moneys (not including securities) held by the Trustee subject to the provisions of this Section may be deposited by it, on demand or time deposit, in its banking department or with such banks, national banking associations, trust companies, savings banks or savings and loan associations, that are members of the Federal Deposit Insurance Corporation as may be designated by the President or the Chief Financial Officer. No such moneys shall be deposited with any such financial institution in an amount exceeding 50 percent of the amount that an officer of such financial institution shall certify to the Trustee and the Chief Financial Officer as the combined capital and surplus of such financial institution. No such moneys shall be deposited or remain on deposit with any such financial institution in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation, unless (a) such financial institution shall have lodged with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the Chief Financial Officer, pledged to some other financial institution for the benefit of the County and the holders of Notes, as collateral security for the moneys deposited, Federal Obligations or Agency Obligations having a market value (exclusive of accrued interest) at least equal to 100 percent of the amount of such moneys, and (b) the Trustee shall have a perfected first lien in the Federal Obligations or Agency Obligations serving as collateral, and such Federal Obligations or Agency Obligations shall be free from all third party liens. The Trustee shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar funds of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any fund shall be credited in each case to the fund in which such moneys or securities are held.

F. The County may invest any moneys in a repurchase agreement. Each repurchase agreement shall meet the requirements of the Public Funds Investment Act of the State of Illinois, as amended, or be secured by Federal Obligations or Agency Obligations or obligations described in clause (d) of the definition of Qualified Investments having a market value, marked to market weekly, at least equal to 102 percent of the amount invested in the repurchase agreement plus accrued interest. The Trustee shall at all times have a first lien in such Federal Obligations or Agency Obligations perfected (i) by possession of certificated securities held by the Trustee or held by a third party acting on behalf of the Trustee if the Trustee is providing the collateral securities, or (ii) under the book-entry procedures specified in 31 Code of Federal Regulations 306.1 et seq. or 31 Code of Federal Regulations 350.0 et seq. The President or the Chief Financial Officer is hereby authorized to enter into, execute and deliver any investment or repurchase agreement authorized by this Ordinance, and any additional documents as shall be necessary to accomplish the purposes of any such agreement.

G. Other funds or accounts appropriate for Variable Rate Notes, such as a purchase fund to accommodate demands for purchase of such Notes and the remarketing of same to other Note owners, may be created in the Indenture.

SECTION 13. GENERAL TAX COVENANTS.

A. Not Private Activity Bonds. None of the Tax Exempt Notes is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the County certifies, represents and covenants as follows:

1. No more than five percent of the sale proceeds of each Series of Tax Exempt Notes, each considered separately, plus investment earnings thereon, will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit.

2. The payment of more than five percent of the principal of or the interest on each Series of the Tax Exempt Notes, each considered separately, will not be, used, directly or indirectly (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit or (B) payments in respect of such property or (ii) on a present value basis, derived from payments in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.

3. No more than the lesser of five percent of the sale proceeds of each Series of the Tax Exempt Notes and investment earnings thereon or \$5,000,000 will be or was used, directly or indirectly, to make or finance loans to any persons.

4. No user of any project financed by Tax Exempt Notes (collectively, the “Infrastructure”) other than a state or local governmental unit will use more than five percent of the Infrastructure, in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be a user of more than five percent of the Infrastructure, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.

5. The County has not and will not enter into any arrangement that conveys to any person, other than a state or local government unit, special legal entitlements to any portion of the Infrastructure that is available for use by the general public. No person, other than a state or local governmental unit, is receiving or will receive any special economic benefit from use of any portion of the Infrastructure that is not available for use by the general public.

B. Pertaining to Rebate.

The County further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “Rebate Requirement”) to the United States:

1. Unless an applicable exception to the Rebate Requirement is available to the County will meet the Rebate Requirement.

2. Relating to applicable exceptions, any Designated Officer is hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the County. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “Penalty”), then the County shall pay such Penalty.

3. The Designated Officers may cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “2002 General Obligation Notes Rebate [or Penalty, if applicable] Fund” (the “148 Compliance Fund”) for the Tax Exempt Notes, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said Designated Officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

4. Interest earnings in the Note Fund and the Project Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Tax Exempt Notes and other funds of the County are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

SECTION 14. REGISTERED FORM.

The County recognizes that Section 149 of the Code requires Tax Exempt obligations to be issued and to remain in fully registered form in order to be and remain Tax Exempt. In this connection, the County agrees that it will not take any action to permit Tax Exempt Notes to be issued in, or converted into, bearer or coupon form.

SECTION 15. FURTHER TAX-EXEMPTION COVENANTS.

The County agrees to comply with all provisions of the Code which, if not complied with by the County, would cause Tax Exempt Notes not to be Tax Exempt. In furtherance of the foregoing provisions, but without limiting their generality, the County agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the County in such compliance.

The County also certifies and further covenants with the Purchasers and registered owners of the Tax Exempt Notes from time to time outstanding that moneys on deposit in any fund or account in connection with the Tax Exempt Notes, whether or not such moneys were derived from the proceeds of the sale of the Tax Exempt Notes or from any other source, will not be used in a manner which will cause the Tax Exempt Notes to be “arbitrage bonds” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

The County further covenants that it will not take any action, or omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Tax Exempt Notes) if taking, permitting or omitting to take such action would cause any Tax Exempt Note to be a private activity bond within the meaning of the Code or would otherwise cause interest on the Tax Exempt Notes to be included in the gross income of the recipients thereof for federal income tax purposes.

SECTION 16. REIMBURSEMENT.

None of the proceeds of the Tax Exempt Notes will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the County prior to the date hereof except architectural, engineering costs or construction costs incurred prior to commencement of any of the Projects or expenditures for which an intent to reimburse was properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the 2008 Cash Management Project paid after the date hereof and prior to issuance of the Notes.

SECTION 17. OPINION OF COUNSEL EXCEPTION.

The County reserves the right to use or invest moneys in connection with the Notes in any manner, notwithstanding the tax-related covenants set forth in Sections 13 through 16 herein, provided, that it shall first have received an opinion from Bond Counsel, or, in the event Bond Counsel is unable or unwilling to provide such opinion, then from an attorney or a firm of attorneys of nationally recognized standing as bond counsel, to the effect that such use or investment as contemplated is valid and proper under applicable law and this Ordinance and that such use or investment will not adversely affect the Tax Exempt status of the Tax Exempt Notes.

SECTION 18. CONTINUING DISCLOSURE UNDERTAKING.

If required, any Designated Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings, each in customary form, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. When any Continuing Disclosure Undertaking is executed and delivered on behalf of the County, it will be binding on the County and the officers, agents, and employees of the County, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Note to seek mandamus or specific performance by court order, to cause to the County to comply with its obligations thereunder.

SECTION 19. INDENTURE.

Any Indenture for Variable Rate Notes shall conform as fully as may be practicable to the provisions of Sections 20 to 46, inclusive, hereof, but need not be identical, giving effect to the unique features of such Notes.

SECTION 20. PAYMENT AND DISCHARGE; REFUNDING.

Variable Rate Notes shall be subject to payment, provision for payment and defeasance as provided in a relevant Indenture. Current Interest Notes and Capital Appreciation Notes may be discharged, payment provided for, and the County's liability terminated as follows:

(a) Discharge of Indebtedness. If (i) the County shall pay or cause to be paid to the registered owners of the Notes the principal, premium, if any, and interest, in the case of Current Interest Notes, and the Maturity Amount, in the case of Capital Appreciation Notes, to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Trustee shall have been paid, and (iii) the County shall keep, perform and observe all and singular the covenants and promises in the Notes and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the County shall pay or cause to be paid to the registered owners of all Outstanding Notes of a particular Series, or of a particular maturity within a Series, the principal, premium, if any, and interest, in the case of Current Interest Notes, and the Maturity Amount, in the case of Capital Appreciation Notes, to become due thereon at the times and in the manner stipulated therein and herein, such Notes shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the County to the holders of such Notes shall thereupon cease, terminate and become void and discharged and satisfied.

(b) Provision for Payment. Notes for the payment or redemption or prepayment of which sufficient monies or sufficient Defeasance Obligations shall have been deposited with the Trustee or an escrow agent having fiduciary capacity (whether upon or prior to the maturity or the redemption date of such Notes) shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Notes are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Trustee shall have been made for the giving thereof. Defeasance Obligations shall be considered sufficient only if said investments mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest, principal or Maturity Amount, as applicable, and redemption premiums if any when due on the Notes without rendering the interest on any Notes taxable under the Code.

The County may at any time surrender to the Trustee for cancellation by it any Notes previously authenticated and delivered hereunder, which the County may have acquired in any manner whatsoever, and such Notes, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Termination of County's Liability. Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Trustee of sufficient money and Defeasance Obligations (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Note or Notes, all liability of the County in respect of such Note or Notes shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Defeasance Obligations deposited with aforesaid for their payment.

SECTION 21. DUTIES OF TRUSTEE.

(a) Subject to a different provision in an Indenture for Variable Rate Notes, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Subject to a different provision in an Indenture for Variable Rate Notes, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others. In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Ordinance. However, the Trustee shall examine the certificates and opinions to determine whether they conform to the requirements of this Ordinance.

(c) Subject to a different provision in an Indenture for Variable Rate Notes, the Trustee may not be relieved from liability for its own gross negligent action, its own gross negligent failure to act or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section,

(2) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts,

(3) no provision of this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Subject to a different provision in an Indenture for Variable Rate Notes, every provision of this Ordinance that in any way relates to the Trustee is subject to all the paragraphs of this Section.

(e) Subject to a different provision in an Indenture for Variable Rate Notes, the Trustee may refuse to perform any duty or exercise any right or power, or to make any payment on any Note to any holder of such Note, unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Subject to a different provision in an Indenture for Variable Rate Notes, the Trustee shall not be liable for interest on any cash held by it except as the Trustee may agree with the County or as set forth herein.

SECTION 22. RIGHTS OF TRUSTEE.

Subject to the foregoing Section and subject to a different provision in an Indenture for Variable Rate Notes:

(a) The Trustee may rely on any document reasonably believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require a certificate of an appropriate officer or officers of the County or an opinion of counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the certificate or opinion of counsel.

(c) The Trustee may act through agents or co-trustees and shall not be responsible for the misconduct or negligence of any agent or co-trustee appointed with due care.

SECTION 23. INDIVIDUAL RIGHTS OF TRUSTEE.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the County with the same rights it would have if it were not Trustee. Any paying agent may do the same with like rights.

SECTION 24. TRUSTEE'S DISCLAIMER.

The Trustee makes no representation as to the validity or adequacy of this Ordinance or the Notes; it shall not be accountable for the County's use of the proceeds from the Notes paid to the County, and it shall not be responsible for any statement in the Notes other than its certificate of authentication.

SECTION 25. ELIGIBILITY OF TRUSTEE.

This Ordinance and any Indenture shall always have a Trustee that is a commercial bank with trust powers or a trust company organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the State to exercise corporate trust powers and is subject to supervision or examination by United States or State authority. If at any time the Trustee ceases to be eligible in accordance with this Section, the Trustee shall resign immediately as set forth in Section 26.

SECTION 26. REPLACEMENT OF TRUSTEE.

Subject to a different provision in an Indenture for Variable Rate Notes, the Trustee may resign with thirty (30) days' written notice to the County, effective upon the execution, acknowledgment and delivery by a successor Trustee to the County of appropriate instruments of succession. Provided that no Event of Default shall have occurred and be continuing, the County may remove the Trustee and appoint a successor Trustee at any time by an instrument or concurrent instruments in writing delivered to the Trustee; provided, however, that the holders of a majority in aggregate principal amount of Notes outstanding at the time may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instrument in writing signed by such Noteholders, and further provided that any conflict between the County and such holders regarding such removal and appointment shall be resolved in favor of such holders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers and may be incorporated under the laws of the United States or of the State. Such successor Trustee shall in all respects meet the requirements set forth in Section 25 hereof.

Subject to a different provision in an Indenture for Variable Rate Notes, if the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the County shall promptly appoint a successor Trustee.

Subject to a different provision in an Indenture for Variable Rate Notes, a successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the County. Immediately thereafter, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee; the resignation or removal of the retiring Trustee shall then (but only then) become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Ordinance and the relevant Indenture.

Subject to a different provision in an Indenture for Variable Rate Notes, if a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the County or the registered owners a majority in principal amount of the Notes then outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

SECTION 27. SUCCESSOR TRUSTEE BY MERGER.

Subject to a different provision in an Indenture for Variable Rate Notes, if the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

SECTION 28. COMPENSATION.

All reasonable fees and expenses of the Trustee shall be paid by the County from cash on hand and lawfully available.

SECTION 29. DEFINITION OF EVENTS OF DEFAULT; REMEDIES.

Subject to a different provision in an Indenture for Variable Rate Notes, if one or more of the following events, herein called "Events of Default", shall happen, that is to say, in case:

(i) default shall be made in the payment of the principal of or redemption premium, if any, or the Maturity Amount on any Outstanding Note when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(ii) default shall be made in the payment of any installment of interest on any Outstanding Note when and as such installment of interest shall become due and payable; or

(iii) the County shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or any petition for relief shall be filed in respect of an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order continue in effect for a period of 60 days without stay or vacation; or

(iv) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the County, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the County under the Federal bankruptcy laws or any other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(v) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the County or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control;

then in each and every such case the Trustee may, and upon the written request of the registered owners of twenty-five percent (25%) in principal amount of the Notes (measured by principal amount of Current Interest Notes and Variable Rate Notes and by the then Compound Accreted Value of Capital Appreciation Notes) affected by the Event of Default and then outstanding hereunder shall, proceed to protect and enforce its rights and the rights of the holders of the Notes by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all Pledged Taxes received by the Trustee under this Ordinance from the County shall be applied by the Trustee in accordance with the terms of Section 37 of this Ordinance.

SECTION 30. NOTICES OF DEFAULT; UNDER ORDINANCE.

Subject to a different provision in an Indenture for Variable Rate Notes, promptly after the occurrence of an Event of Default or the occurrence of an event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, the Trustee shall mail to the Noteholders at the address shown on the Note Register, the Insurer, and also directly to any beneficial owner of \$500,000 or more in aggregate principal amount of Current Interest Notes or Variable Rate Notes or Original Principal Amount of Capital Appreciation Notes then Outstanding at such address as the Trustee shall obtain from the Depository, notice of all Events of Default or such events known to the Trustee unless such defaults or prospective defaults shall have been cured before the giving of such notice.

SECTION 31. TERMINATION OF PROCEEDINGS BY TRUSTEE.

Subject to a different provision in an Indenture for Variable Rate Notes, in case any proceedings taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the County, the Trustee, the Noteholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 32. RIGHT OF HOLDERS TO CONTROL PROCEEDINGS.

Subject to the provisions of any Commitment, and subject to a different provision in an Indenture for Variable Rate Notes, anything in this Ordinance to the contrary notwithstanding, the registered owners of a majority in principal amount of the Notes (measured by principal amount of Current Interest Notes and Variable Rate Notes and by the then Compound Accreted Value of Capital Appreciation Notes) then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Notes, respectively; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby.

SECTION 33. RIGHT OF HOLDERS TO INSTITUTE SUIT.

Subject to the provisions of any Commitment, and subject to a different provision in an Indenture for Variable Rate Notes, no holder of any of the Notes shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Notes unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also the registered owners of twenty-five percent (25%) in principal amount of the Notes (measured by principal amount of Current Interest Notes and Variable Rate Notes and by the then Compound Accreted Value of Capital Appreciation Notes) then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy hereunder; it being understood and intended that no one or more holders of the Notes shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Notes, respectively.

Nothing in this Section contained shall, however, affect or impair the right of any Noteholder, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on his or her Notes, respectively, out of the Note Fund, or the obligation of the County to pay the same, at the time and place in the Notes expressed.

SECTION 34. SUITS BY TRUSTEE.

All rights of action under this Ordinance, or under any of the Notes, enforceable by the Trustee, may be enforced by it without the possession of any of the Notes or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Notes affected by such suit or proceeding, subject to the provisions of this Ordinance.

SECTION 35. REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the Trustee, the Noteholders, or to the Insurer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 36. WAIVER OF DEFAULT.

No delay or omission of the Trustee or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Section to the Trustee and the Noteholders, respectively, may be exercised from time to time, and as often as may be deemed expedient. In the event any Event of Default shall be waived by the Noteholders or the Trustee, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed to waive any other Event of Default hereunder.

SECTION 37. APPLICATION OF MONIES AFTER DEFAULT.

Subject to a different provision in an Indenture for Variable Rate Notes, and subject to any Commitment, the County covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply all monies, securities and funds received by the Trustee pursuant to any right given or action taken under the provisions of this Article as follows:

(1) First, to the payment of all reasonable costs and expenses of collection, fees, and other amounts due to the Trustee hereunder; and thereafter,

(2) Second, to the payment of amounts, if any, payable to the United States Treasury pursuant to any Tax Agreement;

(3) All such monies shall be applied as follows:

(A) first, to the payment to the persons entitled thereto of all installments of interest on Outstanding Notes then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference;

(B) second, to the payment to the persons entitled thereto of the unpaid principal or then current Compound Accreted Value of and premium, if any, on any of the Outstanding Notes which shall have become due (other than Notes matured or called for redemption for the payment of which monies are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest upon such Outstanding Current Interest Notes from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Outstanding Notes due on any particular date, together with such premium, then to the payment ratably according to the amount of principal and premium due on such date, and then to the payment of such principal or then current Compound Accreted Value ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

(C) third, to the payment of Swap Payments.

Whenever monies are to be applied by the Trustee pursuant to the provisions of this paragraph, such monies shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. The deposit of such monies with the paying agents, or otherwise setting aside such monies, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the County to any Noteholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Note on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Note until such Note shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

SECTION 38. THIS ORDINANCE A CONTRACT.

The provisions of this Ordinance shall constitute a contract between the County and the registered owners of the Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

SECTION 39. SUPPLEMENTAL ORDINANCES.

Supplemental ordinances may be passed as follows:

(a) Supplemental Ordinances Not Requiring Consent of Noteholders. The County by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Ordinance and any Commitment contained, may pass and accept an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall form a part hereof, for any one or more of the following purposes:

(i) To add to the covenants and agreements of the County in this Ordinance contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the County;

(ii) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the County may deem necessary or desirable and not inconsistent with this Ordinance and which in the opinion of the Trustee shall not adversely affect the interests of the registered owners of the Notes;

(iii) To designate one or more tender or similar agents of the Trustee, Note registrars or paying agents;

(iv) To comply with the provisions of Section 20 hereof when money and the Defeasance Obligations designated therein sufficient to provide for the retirement of Notes shall have been deposited with the Trustee; and

(v) as to Notes which are authorized but unissued hereunder to change in any way the terms upon which such Notes may be issued or secured.

Any supplemental ordinance authorized by the provisions of this Section may be passed by the County and accepted by the Trustee without the consent of or notice to the registered owners of any of the Notes at the time outstanding, but with notice to the Insurer, notwithstanding any of the provisions of paragraph (b) of this Section, but the Trustee shall not be obligated to accept any such supplemental ordinance which affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise.

(b) Supplemental Ordinances Requiring Consent of Noteholders. With the consent (evidenced as provided in Section 43) of the registered owners of not less than a majority in aggregate principal amount of the Notes, at the time outstanding, and subject to any Commitment, the County, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the County to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Note, without the express consent of the registered owner of such Note or permit the creation of a preference or priority of any Note or Notes over any other Note or Notes, or reduce the percentage of Notes, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Notes (except as aforesaid) of the right to payment of the Notes from the Pledged Taxes without the consent of the registered owners of all the Notes then outstanding. Upon receipt by the Trustee of a certified copy of such ordinance and upon the filing with the Trustee of evidence of the consent of Noteholders as aforesaid, the Trustee shall accept unless such supplemental ordinance affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, accept such supplemental ordinance.

It shall not be necessary for the consent of the Noteholders under this paragraph to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the passage by the County and the acceptance by the Trustee of any supplemental ordinance pertaining to the Notes pursuant to the provisions of this paragraph, the County shall publish a notice, setting forth in general terms the substance of such supplemental ordinance, at least once in a financial newspaper or journal printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the County of New York, New York. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of supplemental ordinance in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Any failure of the County to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental ordinance.

(c) Supplemental Ordinance to Modify this Ordinance. Upon the execution of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be modified and amended in accordance therewith and the respective rights, duties and obligations under this Ordinance of the County, the Trustee and all registered owners of Noteholders, respectively, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be and be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Trustee May Rely Upon Opinion of Counsel Re: Supplemental Ordinance. The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental ordinance executed pursuant to the provisions of this Section complies with the requirements of this Section.

(e) Notation. Notes authenticated and delivered after the execution of any supplemental ordinance pursuant to the provisions of this Section may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Notes, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared by the County, authenticated by the Trustee and delivered without cost to the registered owners of the Notes then outstanding, upon surrender for cancellation of such Notes in equal aggregate principal amounts.

SECTION 40. EFFECT OF CONSENTS.

After an amendment or supplement to this Ordinance becomes effective, it will bind every Noteholder. For purposes of determining the total number of Noteholders' consents, each Noteholder's consent will be effective with respect to the Noteholder who consented to it and each subsequent holder of a Note or portion of a Note evidencing the same debt as the consenting holder's Note.

SECTION 41. SIGNING BY TRUSTEE OF AMENDMENTS AND SUPPLEMENTS.

The Trustee will sign any amendment or supplement to the Ordinance or the Notes authorized hereunder if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign it. In signing an amendment or supplement, the Trustee will be entitled to receive and (subject to Section 21 of this Ordinance) will be fully protected in relying on an opinion of counsel stating that such amendment or supplement is authorized by this Ordinance.

SECTION 42. NOTICES.

(a) Subject to a different provision in an Indenture for Variable Rate Notes, any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Ordinance or the Notes must be in writing except as expressly provided otherwise in this Ordinance or the Notes.

(b) Subject to a different provision in an Indenture for Variable Rate Notes, any notice or other communication shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, addressed as follows: if to the County, to The County of Cook, Illinois, 118 North Clark Street, Room 1127, Chicago, Illinois 60602, Attention: Chief Financial Officer; if to the Trustee, at such address as shall be provided to the County by the Trustee. Any addressee may designate additional or different addresses for purposes of this Section.

(c) Subject to a different provision in an Indenture for Variable Rate Notes, any notice or other communication required to any Noteholder shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, addressed to such Noteholder at the address set forth in the Note Register.

(d) Any notice or other communication required to be given directly to any beneficial owner of \$500,000 or more in aggregate principal amount of Notes then outstanding shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, to such beneficial owner at the address provided by the Depository.

SECTION 43. NOTEHOLDERS' CONSENTS.

Subject to a different provision in an Indenture for Variable Rate Notes, any consent or other instrument required by this Ordinance to be signed by Noteholders may be in any number of concurrent documents and may be signed by a Noteholder by the holder's agent appointed in writing. Proof of the execution of such instrument or of the instrument appointing an agent and of the ownership of Notes, if made in the following manner, shall be conclusive for any purposes of this Ordinance with regard to any action taken by the Trustee under the instrument:

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of such Notes and the date of holding shall be proved by the registration books kept pursuant to this Ordinance.

Any action, consent or other instrument shall be irrevocable and shall bind any subsequent owner of such Note or any Note delivered in substitution therefore.

For purposes of determining consent under this Ordinance of holders of the Notes, the outstanding principal amount of the Notes shall be deemed to exclude the Notes owned by or under the control of the County.

SECTION 44. LIMITATION OF RIGHTS.

Nothing expressed or implied in this Ordinance or the Notes shall give any person other than the Trustee, the County, or the Noteholders any right, remedy or claim under or with respect to this Ordinance.

SECTION 45. PARTIAL INVALIDITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 46. LIST OF NOTEHOLDERS.

The Trustee shall maintain a list of the names and addresses of the holders of all Notes and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

SECTION 47. RIGHTS AND DUTIES OF TRUSTEE.

If requested by the Trustee, the President and County Clerk of the County are authorized to execute the Trustee's standard form of agreement between the County and the Trustee with respect to the obligations and duties of the Trustee as Note Registrar hereunder which may include the following:

- (a) to act as Note registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Noteholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Notes as provided herein;
- (d) to cancel and/or destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Notes cancelled and/or destroyed; and
- (f) to furnish the County at least annually an audit confirmation of Notes paid, Notes Outstanding and payments made with respect to interest on the Notes.

The County Clerk of the County is hereby directed to file a certified copy of this Ordinance with the Trustee.

SECTION 48. PRIOR INCONSISTENT PROCEEDINGS.

All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

SECTION 49. IMMUNITY OF OFFICERS AND EMPLOYEES OF COUNTY.

No recourse shall be had for the payment of the principal of or premium or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Notes.

SECTION 50. EFFECTIVE DATE.

This Ordinance shall be in effect upon approval.

Approved and adopted this 17th day of June 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-39
ORDINANCE**

Sponsored by

**THE HONORABLE GREGG GOSLIN AND PETER N. SILVESTRI
COUNTY COMMISSIONERS**

AMENDMENT TO THE DEFINITION OF BUILDING HEIGHT

WHEREAS, the definition of building height in the Cook County Building Ordinance is ambiguous and contradictory on the issue of measuring height in the absence of curbs; and

WHEREAS, due to this oversight significant grade changes have become an ongoing problem in unincorporated Cook County going forth relatively unfettered by County Ordinance; and

WHEREAS, a small change in the definition of building height will address this contradictory language by clarifying the manner in which building height is measured when there is no curb present.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that the Cook County Building Code be amended as follows:

**BUILDING CODE
ARTICLE III RULES AND DEFINITIONS**

Building Height: is the vertical distance measured from the existing lot grade five feet in front of the center of the front of the building, to the highest point of the under side of the ceiling beams in the case of a flat roof; to the deck line of a mansard roof; and the mean level of the under side of the rafters between the highest ridge of a gable, hip, shed, gambrel, or any other pitched roof.

Approved and adopted this 17th day of June 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-41
ORDINANCE**

Sponsored by

**THE HONORABLE MIKE QUIGLEY, JOHN P. DALEY AND PETER N. SILVESTRI
COUNTY COMMISSIONERS**

Co-Sponsored by

**THE HONORABLE FORREST CLAYPOOL, TIMOTHY O. SCHNEIDER,
LARRY SUFFREDIN, ELIZABETH “LIZ” DOODY GORMAN,
AND ANTHONY J. PERAICA, COUNTY COMMISSIONERS**

**AMENDMENTS TO THE COUNTY CODE OF ORDINANCES
CONCERNING CONTRACTUAL SERVICES**

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 1 General Provisions, Section 1-3, and Chapter 34 Finance, Article IV Procurement and Contracts, Division 1 Generally, Sections 34-121, 34-125 and 34-151 of the Cook County Code are hereby amended as follows:

CHAPTER 1 GENERAL PROVISIONS

Sec. 1-3. Definitions and rules of construction

Department. The term "Department" means a department which is a part of the government of the County of Cook, Illinois and shall include an agency which is a part of the government of the County of Cook, Illinois. However, for the purposes of Chapter 34, Article IV, the term "Department" means one of the entries listed in the Index of Departments contained in the Annual Appropriation Bill.

Professional and managerial services. The term "professional and managerial services" means a contract that falls under the budgetary accounting codes of 260 - Professional and Managerial Services, 261 - Legal Fees Regarding Labor Matters, 262 - Legal Fees in Connection with Issuance of Tax Notes, 263 - Legal Fees, or 272 - Medical Consultation Services.

**ARTICLE IV. PROCUREMENT AND CONTRACTS
DIVISION 1. GENERALLY**

Sec. 34-121. Contracts for supplies, material and work.

All contracts for supplies, materials and equipment for the County of Cook shall be let as provided in this Article IV. All contracts for supplies, materials and equipment for Cook County, including the separately elected Officials, which involve an expenditure of \$100,000.00 or more shall be approved by the Board of Commissioners and signed by the President of the Board, the County Purchasing Agent and the Comptroller. All contracts for supplies, materials, and equipment for Cook County, including the separately elected Officials, which involve an expenditure of less than \$100,000.00 shall be approved by the Purchasing Agent; however, all contracts for supplies, materials and equipment for Cook County, including the separately elected Officials, shall also require Board approval in circumstances where the aggregate of expenditures by a Department within the County, or any separately elected official, to the same vendor for the same, or substantially the same, supplies, materials, or equipment within the same fiscal year equal a sum of \$100,000.00 or more.

All contracts for professional and managerial services for the County of Cook shall be let as provided in this Article IV. All contracts for contractual services for Cook County, including the separately elected Officials, which involve an expenditure of \$25,000 or more shall be approved by the Board of Commissioners and signed by the President of the Board, the County Purchasing Agent and the Comptroller. All contracts for professional and managerial services for Cook County, including the separately elected Officials, which involve an expenditure of less than \$25,000 shall be approved by the Purchasing Agent; however, all contracts for contractual services for Cook County, including the separately elected Officials, shall also require Board approval in circumstances where the aggregate of expenditures by a Department within the County, or any separately elected official, to the same vendor for the same, or substantially the same contractual services within the same fiscal year equal a sum of \$25,000.00 or more.

Sec. 34-125. No delegation of power to act for expenditure of \$100,000.00 or more.

No officer of the County, or other person, shall incur any indebtedness on behalf of the County unless first authorized by the County Board; provided, however, that the Purchasing Agent shall have the authority to approve purchases of supplies, materials and equipment in an amount less than \$100,000.00 without Board approval or contracts for professional and managerial services in an amount less than \$25,000 without Board approval. The County Board shall have no power or authority to delegate to any committee or other person or persons the "power to act," when such "power to act" shall involve the letting of any contract or the expenditure of public money in the amount of \$100,000.00 or more except in the following instances: the payment of public utility bills and the payment of rent, pursuant to the provisions of a lease previously approved by the County Board, payment of insurance premiums, agreements and other documents necessary to carry out grant-funded projects or other board authorized transactions. Any action of the Board, or of any committee thereof, or of any other person or persons in violation of this section shall be null and void. No money shall be appropriated or ordered paid by the County Board for purchases of supplies, materials and equipment, in the amount of \$100,000.00 or more or for contracts for professional and managerial services in the amount of \$25,000 or more unless such appropriation shall have been authorized by a vote of the majority of the members elected to the County Board.

DIVISION 2. CONTRACT PROCUREMENT

Sec. 34-151. Purchase procedures and competitive bidding.

The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property which has become obsolete or unusable shall be based on competitive sealed bids in accordance with this Section 34-151 and the additional procedures set forth in Section 34-153, or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 34-152, unless designated as charitable donations pursuant to Subsection 34-153(f). No purchases, orders, or contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more shall be made unless authorized by the County Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as provided for in Section 34-153. Notwithstanding the foregoing, if a governmental agency similar in size or larger than the County has awarded a bid to a vendor for the same or similar supplies, materials, equipment or contractual services as that sought by the County, the Purchasing Agent, in his or her discretion, is authorized to purchase the supplies, materials, equipment or contractual services from that vendor at the awarded bid price without having to issue a bid for the supplies, materials, equipment or contractual services as provided in this Section 34-151.

(a) *Purchases and Contracts of less than \$100,000.00 or contracts for professional and managerial services of less than \$25,000.* Purchases and contracts for supplies, materials and equipment and sales of personal property which has become obsolete or unusable and has a value of less than \$100,000.00, or contracts for professional and managerial services that has a value of less than \$25,000 as estimated by the Purchasing Agent, shall be made in accordance with this Subsection (a). Purchases, excluding professional services, having a cost of \$750.00 or less may be made with "petty cash" in the open market. All purchases greater than \$750.00 and less than \$100,000.00 may be made by competitive quotations on the open market without publication in a newspaper as provided below, but whenever practical shall be based on at least three such quotations.

(b) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Authorization to advertise for bids.* The Department shall be responsible for requesting that the Board of Commissioners authorize the advertisement of a competitive bid.

(c) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Advertisement for bids.* Upon authorization from the Board of Commissioners, the Purchasing Agent shall publish the advertisement at least once in a secular newspaper of general circulation within Cook County and at least five calendar days before the final date of submitting bids. Purchasing shall also post notification of the competitive bid on the Purchasing Agent's page of Cook County's web-site, located at www.cookCountygov/purchasing.com and on the Purchasing Office bulletin board in accordance with the provisions of Subsection 34-153(a). Such notices shall include a general description of the commodities or contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids. The County Purchasing Agent may also send requests by mail to prospective suppliers.

(d) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Development and approval of specifications and contract terms.* The Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder will be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.

(e) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Pre-bid conferences.* The Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than five business days, prior to originally scheduled Bid Opening to the Office of the Purchasing Agent, the Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a Bid Package by the Office of the Purchasing Agent.

(f) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Requests for information, clarifications or exceptions to contract documents.* As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than five business days prior to the Bid Opening. Upon receipt of such a request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department or Elected Official receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.

(g) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Communications with bidders during bid process.* From the time a Bid Package is made available until the recommendation for award of the contract is approved by the Board, all communications from bidders must be directed in writing to the Purchasing Agent. However, bidders may communicate with the County's Office of Contract Compliance relative to the submission of information regarding proposed minority and women owned business enterprise participation in the contract. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.

(h) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Communication between bidders.* From the time a Bid Package is made available to bidders until the recommendation for award of the contract is approved by the Board, no bidder shall communicate with another bidder regarding the subject matter of the procurement, with the sole exception of communications a bidder may have with a minority or women owned business enterprise to meet requirements of minority or women owned business enterprise goals.

Such quotations shall not be solicited or provided in a manner that discloses or requires the disclosure of the amount of a prospective bid.

(i) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more.* Bids to conform to conditions in advertisements.

- (1) The County Board will not entertain or consider any bid; a. Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent; b. Not accompanied by the required certified check, bid deposit, or bid bond; c. Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this article; or d. Which in any other way fails to fully comply with the terms and conditions as stated in the advertisement for bids.
- (2) No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels, withdraws or modifies its bid after the bid opening will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a County contract for a period of one year from the date of bid opening. No certified check, bid deposit, or bid bond may be accepted after the exact time for submission of bids specified in the advertisement for bids.

(j) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Examination and tallying of bids.* All bids shall be opened and tallied at a time predetermined by the President, who shall appoint a member of the County Board to preside and witness the conduct of the reading and announcing in public of all bids before all who desire to attend. The bids shall then be reported to the County Board at the next meeting after the opening thereof. If it is evident that only one qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via certified mail unopened. The Clerk announces this fact and that the Purchasing Agent will thereafter determine whether to re-issue the solicitation of competitive bids as a result. If it is determined that an error was made in announcing the bid or there was a failure to read all bids into the record, the Purchasing Agent shall notify the Commissioner who presided over the Bid Opening and the Clerk of the Board of the need to reconvene the Bid Opening to correct the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record.

(k) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Evaluation of bids.* Immediately after the Bid Opening, a post bid meeting is scheduled wherein the Department and Contract Compliance reviews bids for technical specifications and minority business enterprise/women business enterprise requirements. Upon notification of a recommended vendor from the Department and Contract Compliance, the Office of the Purchasing Agent prepares the pre-award bids report and posts said report on the County's web-site and on the bulletin board outside the Purchasing Agent's Office. The time intervals required to evaluate bids are not always predictable. Bidders are responsible for monitoring the web-site or, if they lack web access, for calling the Office of the Purchasing Agent on Mondays after 12:00 noon at (312)603-5370 to determine whether a recommendation for award will be posted during the upcoming week.

(l) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Bid protest procedure.* Any bidder who has reason to believe that the bidder identified in the posted recommendation for award is not entitled to be awarded the contract, or who has a complaint about the bid process, may submit a written bid protest, in writing, directed to the Purchasing Agent. Such protest may be submitted at any time prior to the announcement of the recommended bidder, but no later than three business days after the date upon which the recommendation for award is posted on the County's web-site and on the Purchasing Agent's bulletin board. The bid protest must state with specificity the basis upon which the bidder believes that the recommendation for award is erroneous, or the basis upon which the bidder believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting bidder. A bidder who could have submitted a request for exception, clarification or information prior to bid opening but failed to do so shall not be entitled to protest a bid on the basis of insufficient information or clarity after the bids have been opened.

(m) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; The Purchasing Agent shall decide all bid protests.* When a protest has been submitted, the Purchasing Agent shall defer presentation of a recommendation for award to the Board's Finance Committee until the bid protest has been decided.

(n) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Contract award and execution.* The final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications are executed and all due diligence is performed prior to the request to award and execute the contract.

(o) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Right to reject bids reserved.* The County Board reserves the right to reject any and all bids.

(p) *Purchases and Contracts of \$100,000.00 or more or contracts for professional and managerial services of \$25,000 or more; Local business preference.*

- (1) In this section the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, fulltime work force within the County.
- (2) The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent.
- (3) The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

Effective date. This Act takes effect upon becoming law.

Approved and adopted this 1st day of July 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-42
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT AND JOHN P. DALEY
AND MIKE QUIGLEY, COUNTY COMMISSIONERS**

Co-Sponsored by

**THE HONORABLE FORREST CLAYPOOL, ROBERTO MALDONADO,
LARRY SUFFREDIN AND JOAN PATRICIA MURPHY, COUNTY COMMISSIONERS**

DOMESTIC PARTNERSHIP REGISTRY ORDINANCE

WHEREAS, our society has created diverse living arrangements and an expanded concept of the family unit; and

WHEREAS, many persons today live as families in enduring, committed relationships other than legal marriages; and

WHEREAS, the County of Cook has an interest in supporting all caring, committed and responsible family units; and

WHEREAS, the County also recognizes that it is in the public interest for persons in committed relationships and who share common households to be able to register those relationships formally; and

WHEREAS, over 5,000 companies, foundations, unions, and nonprofit organizations have domestic partnership benefit programs; and

WHEREAS, Cook County would be providing a service to those companies, foundations, unions and non-profits in Cook County by creating an official depository of information with a government agency; and

WHEREAS, a government-issued certificate of registered domestic partnership makes it easier for small businesses to provide benefits to all types of families,

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 42 Human Relations, Sections 42-70 through 42-78, of the Cook County Code is hereby amended as follows:

ARTICLE III. DOMESTIC PARTNERSHIPS

Sec. 42-70. Short title.

This article shall be known and may be cited as the Domestic Partnership Registry Ordinance.

Sec. 42-71. Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affidavit of domestic partnership means an affidavit prepared by the Office of the County Clerk in accordance with procedures adopted by the County Clerk to verify that domestic partners meet the requirements of this article to become registered domestic partners. The procedures of the County Clerk with regard to such affidavits shall be adopted by the effective date of this legislation.

Affidavit of termination means an affidavit on a form prepared by the Office of the County Clerk in accordance with procedures adopted by the County Clerk to effect termination of a registered domestic partnership by a registered domestic partner in accordance with this article. The procedures of the County Clerk with regard to such affidavits shall be adopted by the effective date of this legislation.

Domestic partner refers to each person in a domestic partnership.

Domestic partnership means the relationship of two adults of the same sex not married as marriage is defined under Illinois law who meet the additional criteria set forth in this article.

Registered domestic partner refers to each person in a registered domestic partnership.

Registered domestic partnership means domestic partnerships which have been properly registered in the Office of the County Clerk by the means set forth in this article and which have not been terminated under this article.

Sec. 42-72. Domestic partnership registration.

(a) In order to register a domestic partnership, the domestic partners shall jointly execute an affidavit of domestic partnership before a notary public and file the affidavit in the Office of the County Clerk.

(b) In addition to identifying information, each person executing an affidavit of domestic partnership must declare under penalty of perjury that:

- (1) Neither domestic partner is legally married as marriage is defined under Illinois law;
- (2) Each domestic partner is 18 years of age or older;
- (3) Each domestic partner is competent to enter into a contract;
- (4) The domestic partners are not related by blood in a manner that would bar marriage in the State;
- (5) The domestic partners share a common household within the County, or one domestic partner is employed to work within the County;
- (6) The domestic partners are in a close and committed relationship of mutual financial and emotional support and intend to remain in such a relationship;
- (7) Each is the other's sole domestic partner and intends to remain each other's sole domestic partner;
- (8) Neither domestic partner was in a registered domestic partnership that has terminated by operation of law within the 30 calendar days immediately prior to the filing of the affidavit of domestic partnership; and

(9) Each domestic partner agrees to file an affidavit of termination in accordance with this article, including written notice to the other, in the event that any of the above no longer applies.

(c) A registered domestic partnership shall be established and effective upon the filing of a fully executed affidavit of domestic partnership with the Office of the County Clerk and payment of any required fees.

(d) A Certificate of Domestic Partnership will be issued at the time of filing of the affidavit and payment of fees.

Sec. 42-73. Form of affidavit of domestic partnership.

All affidavits relating to the domestic partnership shall be executed on a form provided by the Office of the County Clerk. The affidavit of domestic partnership shall contain the following information and shall be in substantially the following form:

We, the undersigned, do hereby declare ourselves to be domestic partners. We are both 18 years of age or older, unmarried as marriage is defined under Illinois law and competent to enter into a contract. We are not related by blood in a manner that would bar marriage under the laws of the State. We share a common household. We are in a close and committed relationship of mutual financial and emotional support and intend to remain in the relationship. We are each other's sole domestic partner, have no other domestic partner and intend to remain each other's sole domestic partner. Neither of us has terminated another registered domestic partnership within the last thirty calendar days. Each of us agrees to file a termination statement in the event that the domestic partnership is terminated.

Sec. 42-74. Amendment of affidavit of domestic partnership.

Either domestic partner may, on a form provided by the County Clerk, amend an affidavit of domestic partnership filed with the Office of the County Clerk at any time to reflect a change in the information previously provided to the County Clerk.

Sec. 42-75. Termination of registered domestic partnership.

(a) Either or both registered domestic partners may terminate a registered domestic partnership by filing in the Office of the County Clerk a notarized affidavit of termination declaring under penalty of perjury, that the domestic partnership is terminated, and if only one of the registered domestic partners executes the affidavit of termination, that such partner has sent written notice that such partner is terminating the registered domestic partnership to the other registered domestic partner at the other partner's last known address, by means of registered mail, return receipt requested.

(b) A registered domestic partnership shall terminate by operation of law:

(1) Immediately upon either of the registered domestic partners marrying, as marriage is defined Illinois law;

(2) If the provision of Subsection (b)(1) of this section does not apply, then 30 calendar days after the earliest date that one or both registered domestic partners has filed an executed affidavit of termination; or

(3) Either of the registered domestic partners has died.

(c) The affidavit of domestic partnership, certificate of domestic partnership and affidavit of termination forms will reflect the information in this article as to when registered domestic partnerships commence and terminate by operation of law.

(d) An affidavit of termination may be rescinded by a registered domestic partner until the time that termination would otherwise take effect. Nothing in this article prevents former registered domestic partners from filing a new affidavit of domestic partnership if they satisfy the requirements of this article.

Sec. 42-76. Fees.

(a) *Affidavit of domestic partnership.* The County Clerk shall charge and collect a fee as set out in Section 32-1 for receiving and filing an affidavit of domestic partnership.

(b) *Amendment of affidavit of domestic partnership.* The County Clerk shall charge and collect a fee as set out in Section 32-1 for receiving and filing an amendment of affidavit of domestic partnership.

(c) *Affidavit of termination of registered domestic partnership.* The County Clerk shall charge and collect a fee as set out in Section 32-1 for receiving and filing an affidavit of termination of registered domestic partnership.

(d) *Certified copies of documents filed.* The County Clerk shall charge and collect a fee as set out in Section 32-1 for copies of documents filed under this article. Upon payment of the aforesaid fee, the individual(s) shall receive two certified copies of the applicable document.

Sec. 42-77. Obligations of new domestic partners.

(a) When a domestic partnership has ended, each of the partners to the domestic partnership shall jointly or separately file an affidavit of termination within 30 days with the Office of the County Clerk.

(b) All registered domestic partners shall, within 30 days of any change in that status, give notice to any party who, in order to qualify the domestic partner for a benefit or right, relied upon or was given a copy of the affidavit of domestic partnership.

Sec. 42-78. Records.

(a) The County Clerk shall maintain a log of registrations, amendments, certificates, and terminations of domestic partnerships by name of each individual and date of filing in a format designed to facilitate access to such statements. The log shall be a public record pursuant to the State Freedom of Information Act (5 ILCS 140/1 et seq.). The County Clerk shall treat any other information of a personally identifying nature relating to any individual as a matter of personal privacy exempt from disclosure under the State Freedom of Information Act (5 ILCS 140/1 et seq.).

(b) Nothing herein shall be construed to prohibit the publication of statistics pertaining to domestic partnerships that have been registered with the Office of the County Clerk.

Effective Date: This Ordinance Amendment shall be in effect immediately upon adoption.

Approved and adopted this 1st day of July 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-46
ORDINANCE**

Sponsored by

**THE HONORABLE MIKE QUIGLEY, WILLIAM M. BEAVERS, JERRY BUTLER,
FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY,
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, ROBERTO MALDONADO,
JOSEPH MARIO MORENO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA,
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS,
ROBERT B. STEELE AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

AN AMENDMENT TO SECTION 2-6 (BUILDING CONSTRUCTION)

WHEREAS, the Cook County Forest Preserves and surrounding areas are home to at least 290 known species of birds; and

WHEREAS, Cook County lies along the Mississippi Flyway, through which millions of birds of 300 different species pass every year; and

WHEREAS, birding is a hobby enjoyed by 64 million Americans and generates more than \$40 billion a year in economic activity in the United States; and

WHEREAS, as many as one billion birds may be killed by collisions with windows every year in the United States, according to studies by Dr. Daniel Klem, professor of ornithology and conservation biology at Muhlenberg College in Allentown, Pennsylvania; and

WHEREAS, Field Museum scientists studying bird collisions at McCormick Place found that turning off lights reduces bird collision deaths by 83 percent; and

WHEREAS, the Chicago area is emerging as a national leader in protecting birds from collision; and

WHEREAS, the City of Chicago was the second city in the nation to sign the Urban Conservation Treaty for Migratory Birds in 2000, a partnership between individual cities and the U.S. Fish and Wildlife Service to protect migratory birds through habitat conservation and educational programs; and

WHEREAS, the City of Chicago has developed a very successful Lights Out program in recent years, encouraging the owners and managers of skyscrapers to reduce illumination during migration periods; and

WHEREAS, in 2005 the City of Chicago and the Birds and Buildings Forum hosted the first-ever national conference on bird-safe buildings; and

WHEREAS, Cook County adopted the Green Buildings Ordinance in 2002, committing itself to construct buildings which minimize environmental harm; and

WHEREAS, bird-safe design features can be incorporated into new construction and major renovation projects at no extra cost, and existing buildings may be made bird-safe through the use of simple, low cost adaptations; and

WHEREAS, bird-safe practices often go hand-in-hand with energy efficiency improvements.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 2 Administration, Article I, Section 2-6 (Building construction) of the Cook County Code is amended as follows:

Sec. 2-6. Building construction.

(a) In this section the term "Leadership in Energy and Environmental Design (LEED)" means a green building rating system promulgated by the United States Green Building Council (USGBC) that provides specific principles and practices, some mandatory but the majority discretionary, that may be applied during the design, construction, and operation phases, which enable the building to be awarded points from reaching present standards of environmental efficiency so that it may achieve LEED certification from the USGBC as a "green" building, as such rating system exists on November 7, 2002.

(b) The County does hereby order the Department of Capital Planning and Policy to take the steps necessary to assure that all newly constructed buildings and all buildings scheduled for capital improvement are designed, built, and operated in accordance with the standards and requirements of the LEED Green Building Rating System, Version 2.0, and does further order that each new building must meet the requirements for LEED certification.

(c) The USGBC intends to release a revised version of the LEED Green Building Rating System every three years; and Cook County shall refer to the most current version of the LEED when beginning a new building construction permit project or renovation.

(d) With specific regard to the LEED Energy and Atmosphere category, because achieving increasing levels of energy performance above the set energy code standards is the surest way of realizing significant operational cost savings, all buildings shall set a goal to obtain a total of at least eight points in this category.

(e) The County also orders that LEED Existing Building rating system be used during retrofit projects of its current standing structures and does further order that each retrofitted building shall meet the requirements for LEED certification for existing buildings.

(f) New construction and major renovation projects shall incorporate bird-safe building materials and design features, including, but not limited to, those recommended by the City of Chicago's "Bird-Safe Building Design Guide for New Construction and Renovation," the City of Toronto's "Bird-Friendly Development Guidelines," and New York City Audubon's "Bird-Safe Building Guidelines."

(g) The County shall make existing buildings bird-safe where practicable.

Approved and adopted this 22nd day of July 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-47
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

FLOODPLAIN ORDINANCE AMENDMENT

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 106 Floodplains, Section 106-5, of the Cook County Code is hereby amended as follows:

Sec. 106-5. Base flood elevation.

- (3) The base flood or 100-year frequency flood elevation for the special flood hazard area (SFHA's) shall be as delineated on the 100-year flood profiles in the Countywide flood insurance study for the County prepared by FEMA, and dated August 19, 2008, and such amendments to such study and maps as may be prepared from time to time.

Effective Date: This Ordinance Amendment shall be effective immediately upon adoption.

Approved and adopted this 22nd day of July 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-48
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

Co-Sponsored by

THE HONORABLE WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL,

EARLEAN COLLINS, JOHN P. DALEY, ELIZABETH "LIZ" DOODY GORMAN,

GREGG GOSLIN, ROBERTO MALDONADO, JOSEPH MARIO MORENO,

JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, MIKE QUIGLEY,

TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI AND

DEBORAH SIMS, COUNTY COMMISSIONERS

BE IT ORDAINED, pursuant to Cook County's home rule authority under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by the Cook County Board of Commissioners ("County Board") that Chapter 44, Human Resources, Article II, Personnel Policies, Section 44-56 be amended as follows:

Sec. 44-56. Political discrimination.

Political discrimination in all aspects of Cook County employment, including the hiring, promotion, discipline, discharge, award of overtime, evaluation of employee performance and transfer of employees in non-exempt Cook County positions under the Office of the President shall be strictly prohibited. "Non-exempt" positions shall have the meaning as defined under applicable State and Federal law, and shall include all Cook County jobs under the Office of the President except those jobs that involve policy making or require confidentiality to an extent that political affiliation is an appropriate consideration for the effective performance of the job.

- (1) With respect to all non-exempt Cook County positions that fall under the control of the President, Cook County exempt and non-exempt employees under the jurisdiction of the President shall be strictly prohibited from:
 - a. Directly or indirectly influencing any aspect of employment, including the hiring, promotion, discipline, transfer or discharge of an employee or employment applicant on the basis of political reasons or factors whether based on political affiliation or non-affiliation, political campaign contributions and/or political support. Nothing in this section shall prohibit an elected or appointed public official from providing written recommendations to the Department of Human Resources on behalf of an applicant or employee that are based upon their personal knowledge of the applicant's or employee's work skill, work experience or other job-related qualifications.
 - b. Directly or indirectly influencing the issuance of overtime on the basis of political reasons or factors whether based on political affiliation of non-affiliation, political campaign contributions and/or political support.

- c. Directly or indirectly influencing the evaluation of employee performance on the basis of political reasons or factors whether based on political affiliation or non-affiliation, political campaign contributions and/or political support.
 - d. Political reasons or factors are defined as:
 - 1. Recommendations for hiring, promotion or other employment terms for specific persons from public office holders that are not based on personal knowledge of the person's work skills, work experience other job-related qualifications;
 - 2. The fact that the person worked in a political campaign or belongs to a political organization or political party, or the fact that the person chose not to work in a political campaign or to belong to a political organization or a political party;
 - 3. The fact that the person contributed money, raised money or provided something else of value to a candidate for public office or a political organization, or the fact that the person chose not to contribute or raise money for a candidate for public office or a political organization;
 - 4. The fact that the person is a Democrat or a Republican or a member of any other political party or group, or the fact that the applicant is not a member;
 - 5. The fact that the person expressed views or beliefs on political matters such as what candidate or elected officials he or she favored or opposed, what public policy issue he or she favored or opposed, or what views on government actions or failures to act he or she expressed.
- (2) Complaints alleging unlawful political discrimination as a result of the consideration of political reasons or factors in any aspect of Cook County employment, including the hiring, promotion, discharge, issuance of overtime, evaluation of employee performance or transfer of employees in non-exempt positions or employment applicants seeking a non-exempt position shall be made to the Cook County Inspector General. The Independent Inspector General shall be responsible for conducting or directing the investigation of the complaint.
- (3) It shall be the duty of every County employee who learns of any unlawful political discrimination in connection with any aspect of government employment with the County, or who believes that such unlawful political discrimination has occurred or is occurring to report this information to the Cook County Independent Inspector General's Office ("IGO") without undue delay.
- a. County employees shall not retaliate against, punish, or penalize any job applicant, County employee or County official for making complaints or reports about any alleged violation of Section 44-56.

- b. County employees and officials shall not retaliate against, punish or penalize any job applicant, County employee or County official for cooperating with or assisting the Independent Inspector General or law enforcement authorities investigating any alleged violation of Section 44-56.
- (4) Any person who willfully violates Paragraphs 1 and/or 3 of this section or who has been found to have knowingly submitted a false report may be subject to discipline up to and including termination of employment.

Approved and adopted this 3rd day of September 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-49
ORDINANCE**

Sponsored by

**THE HONORABLE FORREST CLAYPOOL, MIKE QUIGLEY
AND TIMOTHY O. SCHNEIDER, COUNTY COMMISSIONERS**

Co-Sponsored by

**THE HONORABLE ELIZABETH "LIZ" DOODY GORMAN, GREGG GOSLIN,
ROBERTO MALDONADO, JOAN PATRICIA MURPHY, ANTHONY J. PERAICA,
LARRY SUFFREDIN, JOHN P. DALEY, PETER N. SILVESTRI AND ROBERT B. STEELE
COUNTY COMMISSIONERS**

**REQUIREMENT FOR DISCLOSURE OF OWNERSHIP INTEREST IN
BUSINESS ENTITIES SEEKING COUNTY CONTRACTS**

WHEREAS, Cook County spends approximately \$120,000,000.00 in FY2007 on contractual services approved by the board; and

WHEREAS, the county contracts for a wide array of goods and services, including pharmaceutical supplies, technology software, long-term care for severely disabled patients, registry nursing services and a wide array of other goods and services; and

WHEREAS, governments, like the city of Chicago enacted an ordinance that requires all privately held companies interested in competing for city contracts to disclose their ownership arrangements; and

WHEREAS, it is good public policy for Cook County to adopt a similar ordinance to ensure the public that the procurement and contracting process is fair, open and transparent.

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 2 Administration Division 2. Code of Ethical Conduct, Sections 2-610 through 2-614, of the Cook County Code is hereby enacted as follows:

Sec. 2-610. Actions requiring County approval – disclosure information required when.

(a) Whenever any corporation; partnership; association; business trust; estate; two or more persons having a joint or common interest; other commercial or legal entity; trustee of a land trust; or any beneficiary or beneficiaries thereof makes application to the County of Cook for action requiring an ordinance, or ordinance amendment, county board approval, or other county agency approval, with respect to contracts, leases, or sale or purchase of real estate, the following disclosures and information shall be certified and attached to the application or document:

- (1) The name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

- (2) Whenever any interest required to be disclosed in paragraph (1) is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (1) above;
- (3) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks county board or other county agency action.

Sec. 2-611. Information to be kept current.

All disclosures and information shall be current as of the date upon which the application is presented to the county board or other county agency, and shall be maintained current until such time as the county board or other county agency shall take action on the application. Furthermore, this information shall be maintained in a database and made available for public viewing.

Sec. 2-612. Additional information authorized when.

Notwithstanding any of the above provisions, the County Purchasing Agent with respect to contracts awarded by the chief procurement officer, may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board of Commissioners or any other County agency.

Sec. 2-613. Failure to comply.

Any failure to comply with the provisions of this division shall render any ordinance, ordinance amendment, county board approval or other county action in behalf of the applicant failing to comply, voidable at the option of the county board or other county agency involved, upon the recommendation of the President or the majority of the County Board of Commissioners.

Sec. 2-614. Rulemaking authority.

The County Purchasing Agent is authorized to promulgate rules and regulations and prepare forms to effectuate the purposes of this division.

Effective date: This Ordinance shall be effective 180 days after becoming law.

Approved and adopted this 3rd day of September 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-50
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

PROPERTY TAX RESEARCH REQUESTS

WHEREAS, the Cook County Treasurer (the “Treasurer”) in the capacity as County Collector, desires to clarify the procedures for conducting research to determine the proper claimant to a refund for any property that has been assessed twice for the same year, or assessed before it becomes taxable, or if property taxes have been overpaid by the same claimant or by different claimants, as authorized by the Property Tax Code, 35 ILCS 200/ 20-175; and

WHEREAS, Cook County (the “County”) is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the efficient operation of the County Treasurer’s Office pertains to the County’s government and affairs; and

WHEREAS, the Treasurer in the capacity as County Collector is responsible for issuing refunds for erroneous assessments or overpayments pursuant to the Property Tax Code, 35 ILCS 200/ 20-175; and

WHEREAS, Refund Companies and individual taxpayers submit to the office of the Treasurer capacious numbers of requests for research to determine whether a refund is available, whether the refund application was timely filed and whether the refund applicant is the proper claimant for purposes of determining eligibility for refunds, over payments, or correction of erroneous assessments; and

WHEREAS, the resources of the Treasurer must be utilized to train Office employees and process each research request made on behalf of individuals and Refund Companies which may require numerous hours to complete depending on the Property Index Number (“PIN”), payment year and payment method; and

WHEREAS, a research request, depending on the payment method, may be complex and require reference to the PIN Research System, the Electronic Tax Paying Agent (“TPA”) System, the Internet site of the Treasurer, the over-the-counter RCS cashiering software data base (which itself requires a determination whether the payment was in cash or by check for one PIN or a batch of PIN’s) and, for pre-1999 payments and the Treasurer Microfiche files.

NOW, THEREFORE, BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 74 Taxation, Article II Real Property Taxation, Section 74-45, of the Cook County Code is hereby enacted as follows:

Sec. 74-45. Research fee for Property Tax Research Requests.

(a) *Definitions.*

Documentary Proof means documents submitted as satisfactory proof that the claimant identified (i) is eligible for the refund, (ii) made the overpayment, or (iii) is entitled to a correction of an erroneous assessment.

Refund Company means, with respect to any property tax year installment, any company, partnership, association, corporation, or person that is engaged in the business of obtaining refunds or overpayments, or correction of erroneous assessments on behalf of a taxpayer, including corporate taxpayers, of property taxes paid on behalf of any company or association responsible for the payment of property taxes and has submitted to the County Treasurer one (1) or more research requests and/or refund applications.

(b) *Fee.* The County Treasurer shall charge and collect from a Refund Company a fee per research request for all refund applications for which the Refund Company fails to provide Documentary Proof, as set forth in Section 32-1.

(c) *Tax sale automation fund.* The County Collector shall deposit all fees collected under this section into the Tax Sale Automation Fund, as established in Section 74-40.

BE IT FURTHER ORDAINED, by the Cook County Board of Commissioners, that Chapter 32 Fees, Section 32-1 Fee Schedule is hereby amended as follows:

Sec. 32-1. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

TABLE INSET:

<i>Code Section</i>	<i>Description</i>	<i>Fees, Rates, Charges (In Dollars)</i>
74-45	Property Tax Research Requests Fee	50.00

Approved and adopted this 3rd day of September 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-51
ORDINANCE**

Sponsored by

**THE HONORABLE FORREST CLAYPOOL, ROBERTO MALDONADO,
JOAN PATRICIA MURPHY AND JOHN P. DALEY, COUNTY COMMISSIONERS**

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 74 Taxation, Article II, Division 2 Section 74-64 is hereby amended, as follows:

DIVISION 2. CLASSIFICATION SYSTEM FOR ASSESSMENT

Sec. 74-64. Market value percentages.

The Assessor shall assess, and the Board of Review shall review, assessments on real estate in the various classes at the following percentages of market value:

- (1) Class 1: 10 percent.
- (2) Class 2: 10 percent.
- (3) Class 3: 16 percent, in tax year 2009, 13 percent in tax year 2010, 10 percent in tax year 2011, and subsequent years.
- (4) Class 4: 25 percent.
- (5) Class 5a: 25 percent.
- (6) Class 5b: 25 percent.
- (7) Class 6b: 10 percent for first ten years and for any subsequent ten-year renewal periods; if the incentive is not renewed, 15 percent in year 11 and 20 percent in year 12.
- (8) Class C: Industrial properties: 10 percent for first ten years, 15 percent in year 11 and 20 percent in year 12; commercial properties: 10 percent for first ten years, 15 percent in year 11 and 20 percent in year 12.
- (9) Class 7a: 10 percent for first ten years, 15 percent in year 11 and 20 percent in year 12.
- (10) Class 7b: 10 percent for first ten years, 15 percent in year 11 and 20 percent in year 12.
- (11) Class 8: 10 percent for first ten years and for any subsequent ten-year renewal periods; if the incentive is not renewed, 15 percent in year 11 and 20 percent in year 12.
- (12) Class 9: 10 percent for an initial ten-year period, renewable upon application for additional ten-year periods.
- (13) Class S: 10 percent for the term of the Section 8 contract renewal under the mark up to market option, as defined herein, and for any additional terms of renewal of the Section 8 contract under the mark up to market option.

- (14) Class L, renewable properties: 10 percent for first ten years and for any subsequent ten-year renewal periods; if the incentive is not renewed, 15 percent in year 11 and 20 percent in year 12; commercial properties: 10 percent for first ten years, 15 percent in year 11 and 20 percent in year 12.

Effective date: This Ordinance Amendment shall be effective for the 2009 tax year.

Approved and adopted this 17th day of September 2008.

Approved and adopted this 17th day of September 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-52
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

**AN ORDINANCE providing for the issuance of one or more series of
General Obligation Bonds of the County of Cook, Illinois.**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that “a County which has a Chief Executive Officer elected by the electors of the County ... (is) a Home Rule Unit” and The County of Cook, Illinois (the “*County*”), has a Chief Executive Officer elected by the electors of the County and is therefore a Home Rule Unit and may, under the power granted by said Section 6(a) of Article VII of the Constitution of 1970, as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the County has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Board of Commissioners of the County (the “*Corporate Authorities*”) has not adopted any ordinance, resolution, order or motion or provided any County Code provisions which restrict or limit the exercise of the home rule powers of the County in the issuance of general obligation bonds without referendum for corporate purposes or which provides any special rules or procedures for the exercise of such power; and

WHEREAS, the County, by its Corporate Authorities, has previously made and does now affirm the determination that it is desirable and in the public interest of the County to undertake certain County construction, acquisition and equipment projects, being the Public Safety Funds Project, the Health Fund Project, the Corporate Fund Project and the Capital Equipment Project, each as hereinafter further itemized, to create certain reserves for tort immunity and self-insurance purposes, being the Insurance Reserve Project, and to provide for that certain payment to the Cook County Annuity and Benefit Fund as heretofore authorized by the Corporate Authorities, which payment is to be made on or before November 30, 2008, being the Pension Project (being, collectively, the “*Projects*”); and

WHEREAS, the Public Safety Funds Project includes but is not limited to the construction, equipping, renovation and replacement of court, jail and related facilities; and

WHEREAS, the Health Fund Project includes but is not limited to the construction, equipping, renovation and reconstruction of various County health facilities, including but not limited to, the John H. Stroger, Jr. Hospital of Cook County and County health clinics; and

WHEREAS, the Corporate Fund Project includes the improvement and renovation of County facilities, including but not limited to the County Building, the Cook County Administration Building, elevator modification and telecommunication wiring; and

WHEREAS, The Capital Equipment Project includes the purchase of capital equipment for use by various County departments; and

WHEREAS, the Insurance Reserve Project includes, but is not limited to, the establishment of reserves for expected losses for liability or any liability for which the County is authorized to purchase insurance, including the payment of any tort judgment or settlement for compensatory damages for which the County or an employee while acting within the scope of his or her employment is liable; and

WHEREAS, the Pension Fund Project includes the one time payment heretofore authorized by the Corporate Authorities to be made on or before November 30, 2008, to the Cook County Annuity and Benefit Fund; and

WHEREAS, the aggregate costs of the Public Safety Fund Project, the Health Fund Project, the Corporate Fund Project, and the Capital Equipment Project, including landscaping and improvement of grounds, the acquisition of real property or rights therein and such personality or rights therein as may be necessary for the efficient acquisition, construction or operation of the Projects, operating costs, architectural, consulting, engineering, financial advisory, legal and related professional services, capitalized interest, bond discount and interest, trustee, accounting and other financial fees, and such appurtenances as shall be necessary, together with the aggregate costs of the Insurance Reserve Project and the Pension Fund Project, are in excess of funds lawfully available and on hand and anticipated to be on hand from time to time; and

WHEREAS, the Corporate Authorities do hereby determine that it is advisable and in the best interests of the County to borrow from time to time for the purpose of paying the costs of the Projects, and to pay costs of issuance, and, in evidence of such borrowing, to issue one or more series of full faith and credit bonds (collectively, the "*Project Bonds*") of the County as hereinafter authorized, provided that at any given time the aggregate principal amount of the Project Bonds issued pursuant to this Ordinance shall not exceed the amount of \$740,000,000; and

WHEREAS, the County has heretofore issued and there are now outstanding various series of general obligation bonds, as follows:

- General Obligation Bonds, Series 1992C
- General Obligation Bonds, Series 1996
- General Obligation Refunding Bonds, Series 1997A
- General Obligation Refunding Bonds, Series 1997B
- General Obligation Refunding Bonds, Series 1998A
- General Obligation Capital Improvement Bonds, Series 1999A
- General Obligation Refunding Bonds, Series 1999B
- General Obligation Bonds, Series 2001A
- Taxable General Obligation Variable Rate Bonds, Series 2002A
- General Obligation Variable Rate Capital Improvement Bonds, Series 2002B
- General Obligation Capital Improvement Bonds, Series 2002C
- General Obligation Refunding Bonds, Series 2002D
- General Obligation Refunding Bonds, Series 2003A
- General Obligation Refunding Bonds, Series 2003B
- General Obligation Refunding Bonds, Series 2004A
- Tax-Exempt General Obligation Capital Improvement Bonds, Series 2004B
- Taxable General Obligation Bonds, Series 2004C
- Taxable General Obligation Variable Rate Bonds, Series 2004D
- Tax-Exempt General Obligation Variable Rate Capital Improvement Bonds, Series 2004E

General Obligation Refunding Bonds, Series 2006A
General Obligation Refunding Bonds, Series 2006B

(collectively, the “*Prior Bonds*”); and

WHEREAS, the Prior Bonds are now outstanding in the aggregate principal amounts, mature and are subject to optional and mandatory redemption on the dates and as provided in the various ordinances adopted by the Corporate Authorities to authorize the issuance of the Prior Bonds; and

WHEREAS, it is in the best interests of the County and its citizens and is necessary for the government and affairs of the County to authorize the refunding (the “*Refunding*”) from time to time of all or a portion of the Prior Bonds and of all or a portion of any Project Bonds issued hereunder, all as may be advisable from time to time in order to achieve debt service savings for the County or to restructure the debt service burden on the County occasioned by the Prior Bonds or such Project Bonds; and

WHEREAS, the aggregate costs of the Refunding, including consulting, financial advisory, legal and related professional services, capitalized interest, bond discount and interest, trustee, accounting and other financial fees as shall be necessary, are in excess of funds lawfully available and on hand and anticipated to be on hand from time to time; and

WHEREAS, the Corporate Authorities do hereby determine that it is advisable and in the best interests of the County to borrow from time to time for the purpose of paying the costs of the Refunding, and to pay costs of issuance, and, in evidence of such borrowing, to issue one or more series of full faith and credit bonds (collectively, the “*Refunding Bonds*”) of the County as hereinafter authorized, provided that at the aggregate principal amount of the Refunding Bonds issued pursuant to this Ordinance shall not exceed the amount of \$3,010,000,000; and

WHEREAS, the Corporate Authorities heretofore have, and it here expressly is, determined that such Project Bonds and Refunding Bonds (together, the hereinafter defined “*Bonds*”) shall be issued in separate or in joint series from time to time as shall be determined to be advisable and in the best interests of the County, provided that the aggregate principal amount of the Bonds issued pursuant to this Ordinance shall not exceed \$3,750,000,000:

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of The County of Cook, Illinois, as follows:

Sec. 1. Definitions.

A. The following words and terms are as defined in the preambles hereto.

Corporate Authorities

County

Prior Bonds

Project Bonds

Projects

Refunding

Refunding Bonds

B. The following words and terms are defined as set forth, unless the context or use indicates another or different meaning:

Act means the Counties Code, as supplemented and amended by the Local Government Debt Reform Act of the State of Illinois, and the other Omnibus Bond Acts, as amended, and as further supplemented and, where necessary, superseded by the County's home rule powers under Section 6 of Article VII of the 1970 Constitution of the State of Illinois

Agency Obligation means obligations issued or guaranteed by any of the following agencies, *provided* that such obligations are backed by the full faith and credit of the United States of America: Export-Import Bank of the United States direct obligations or fully guaranteed certificates of beneficial ownership; Federal Financing Bank; Farmers Home Administration certificates of beneficial ownership; Federal Housing Administration Debentures; Government National Mortgage Association guaranteed mortgage-backed bonds; General Services Administration participation certificates; United States Maritime Administration obligations guaranteed under Title XI; New Communities Debentures; United States Public Housing Notes and Bonds; and United States Department of Housing and Urban Development Project Notes and Local Authority Bonds.

Authorized Denomination means (i) for Current Interest Bonds, \$5,000 or any integral multiple thereof or such other denominations provided in a Bond Order, (ii) for Capital Appreciation Bonds, Original Principal Amounts of such Capital Appreciation Bonds or any integral multiple thereof, and (iii) for Variable Rate Bonds, the denominations as provided in an Indenture executed by the County in connection therewith.

Bond Counsel means, for any Series of Bonds, the bond counsel, as identified in a relevant Bond Order, which bond counsel shall be a firm having a national reputation for expertise in municipal financing and selected by the President or Chief Financial Officer pursuant to (a) a request by the County for proposal for services or (b) a request by the County for qualifications.

Bond Fund means the account of that name established and further described in Section 12 of this Ordinance.

Bond Moneys means the Pledged Taxes, any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

Bond Order means each written Bond Order, Notification of Sale and Direction to Levy Taxes as authorized to be executed by the Designated Officers by which the final terms of a Series of Bonds shall be established, all as hereinafter provided.

Bond Register means the books for the registration and transfer of the Bonds to be kept by the Trustee on behalf of the County.

Bonds means the bonds authorized under this Ordinance and to be issued in one or more Series pursuant to this Ordinance and one or more Bond Orders.

Book Entry Form means the form of Bonds as fully registrable and available in physical form only to the Depository.

Capital Appreciation Bonds means Bonds payable in one payment on only one fixed date.

Chief Financial Officer means the Chief Financial Officer of the County.

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

Commitment means (i) a commitment to issue a financial guaranty or municipal bond insurance policy issued by an Insurer and relating to a Series of Bonds and (ii) any separate municipal bond or financial guaranty insurance agreement between the County and an Insurer executed in connection with the issuance by such Insurer of its insurance policy with respect to a Series of Bonds.

Compound Accreted Value means, for any Capital Appreciation Bond, on any date of determination, an amount equal to the Original Principal Amount of such Bond (or integral multiple thereof) plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the approximate yield to maturity borne by such Bond.

Convertible CABs means Bonds issued initially as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds at such time following the issuance thereof as shall be approved by the Chief Financial Officer.

County Clerk means the County Clerk of the County.

County Collector means the County Treasurer, acting *ex-officio* as the Collector for the County.

Credit Facility means any letter of credit, line of credit, standby bond purchase agreement, bank bond purchase agreement, surety bond, Policy or other agreement or instrument under which any person (other than the County) undertakes to make or provide funds to make payment of the principal or premium, if any (if at the election of the County the Credit Facility secures premium payable upon an optional redemption of Bonds supported by such Credit Facility), and interest on a Series of Bonds, or the purchase of Bonds tendered for purchase in accordance with their terms, delivered to and received by the Trustee.

Credit Facility Obligations means any obligations incurred by the County to reimburse the issuer or issuers of one or more Credit Facilities securing one or more Series of Outstanding Bonds, including any fees or other amounts payable to the issuer of any such instruments, whether such obligations are set forth in one or more reimbursement agreements entered into between the County and the issuer of any such instruments, or in one or more notes or other evidences of indebtedness executed and delivered by the County pursuant thereto, or any combination thereof.

Current Interest Bonds means Bonds bearing interest at fixed rates and paying interest semiannually (which may have a first odd period for interest not greater than one year).

Defeasance Obligation means, for any Series of Bonds, obligations which are non-callable or otherwise subject to prepayment or acceleration and which are lawful investments for the County when purchased and limited to (1) (a) Agency Obligations, (b) Federal Obligations, (c) the interest component of the obligations of Resolution Funding Corp which have been stripped by request to the Federal Reserve Bank of New York and are in book entry form, (d) pre-refunded municipal bonds rated "Aaa" by Moody's or "AAA" by Standard & Poor's and which pre-refunded bonds have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or (2) other obligations as may be permitted by the Insurer in its Policy for that Series of Bonds and related documents.

Depository means The Depository Trust Company, a New York limited trust company, its successor or a successor depository qualified to clear securities under applicable state and federal law.

Designated Officer means the President, Chief Financial Officer or any other officer, official or employee of the County so designated by a written instrument signed by the President or the Chief Financial Officer and filed with the Trustee.

Escrow Agent means, for any Series of Refunding Bonds, that institution, having fiduciary capacity, so designated in the relevant Bond Order and selected by the President and Chief Financial Officer, and successors and assigns.

Escrow Agreement means the written agreement by and between the County and the Escrow Agent and executed to effectuate a Refunding.

Federal Obligation means any direct obligation of, or any obligation the timely payment of principal of and interest on which is fully and unconditionally guaranteed by, the United States of America.

Financial Advisor means, for any Series of Bonds, a financial advisor consulting with the County as to the sale and delivery of that Series of Bonds, as identified in a relevant Bond Order, which financial advisor shall be an independent firm having a national reputation for expertise in municipal financing and selected by the President or Chief Financial Officer pursuant to (a) a request by the County for proposal for services or (b) a request by the County for qualifications.

Indenture means a trust indenture by and between the County and the Trustee as authorized herein for the issuance of Variable Rate Bonds.

Insurer means any recognized issuer of a municipal bond or financial guaranty insurance policy insuring one or more series of Bonds as selected by the Chief Financial Officer and so designated in a Bond Order, and its successors and assigns.

Maturity Amount means, for Capital Appreciation Bonds, Compound Accreted Value at maturity.

Moody's means Moody's Investors Service, Inc., a Delaware corporation, and its successors and assigns.

Ordinance means this ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

Outstanding Bonds means Bonds which are outstanding and unpaid; *provided, however,* such term shall not include Bonds (a) which have matured and for which monies are on deposit with proper paying agents or are otherwise properly available sufficient to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the County by the deposit in an irrevocable trust or escrow of funds, which may be invested in Defeasance Obligations, the principal of and interest on which will be sufficient, with any funds left uninvested, to pay at maturity or as called for redemption all the principal of and interest on such Bonds, all as provided in and pursuant to Section 20 of this Ordinance.

Pledged Taxes means the unlimited ad valorem taxes levied herein and pledged hereunder by the County as security for the Bonds, any additional taxes as may be hereafter levied for any Variable Rate

Bonds pursuant to the covenant contained in Section 9 of this Ordinance and any accrued interest received upon the sale of the Bonds and deposited into the Bond Fund.

Policy means a municipal bond or financial guaranty insurance policy issued for a Series of Bonds by an Insurer.

Private Business Use means any use of any portion of the Public Safety Funds Project, the Health Fund Project, the Corporate Fund Project or the Capital Equipment Project by any person other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of any portion of the Public Safety Funds Project, the Health Fund Project, the Corporate Fund Project or the Capital Equipment Project on the same basis as the general public. "Private Business Use" includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Public Safety Funds Project, the Health Fund Project, the Corporate Fund Project or the Capital Equipment Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Public Safety Funds Project, the Health Fund Project, the Corporate Fund Project or the Capital Equipment Project that is not available for use by the general public.

Project Fund means each fund included in the Project Funds established and further described in Section 12 of this Ordinance.

Purchase Price means the price paid by the Underwriters for a Series of Bonds as provided in a relevant Bond Order.

Qualified Investments means any investment of proceeds of Bonds as may be permitted under the investment policy of the County and as defined in a Bond Order.

Regular Record Date means, for any Current Interest Bonds or Capital Appreciation Bonds, the 1st day of the month in which any regularly scheduled interest payment date occurs on the 15th day of such month and, in the event of a payment occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date on the 15th day of a month, means the 15th day next preceding such payment date and, for a Series of Variable Rate Bonds, has the meaning set forth in the relevant Indenture.

Representations Letter means such letter or agreement as shall be necessary to effectuate a book-entry system for the Bonds, and specifically includes the Blanket Letter of Representations previously executed by the County and the Depository.

Series means, when appearing as a capitalized term, any one of the separate series of Bonds authorized by this Ordinance as hereinafter provided.

Standard & Poor's means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

Stated Maturity means (i) with respect to any Current Interest Bond or Variable Rate Bond or any interest thereon, the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise, and (ii) with respect to any Capital Appreciation Bond, the date specified in such Bond as the fixed date on which the Maturity Amount of such Bond is due and payable, whether by maturity or otherwise.

Tax Exempt means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes, except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

Term Bonds means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund, as hereinafter provided.

Trustee means, for any Series of Bonds, that financial institution, having fiduciary capacity and meeting all of the requirements set forth in this Ordinance, as identified in a relevant Bond Order, which Trustee shall be a bank or corporate trust company selected by the President or Chief Financial Officer pursuant to advice from and consultation with the County's Financial Advisor.

Underwriters means, for any Series of Bonds, the purchasers of that Series of Bonds, as identified in a relevant Bond Order, which purchasers shall be a bank or investment company selected by the President or Chief Financial Officer pursuant to (a) advice from and consultation with the County's Financial Advisor, (b) a request by the County for proposal for services or (c) a request by the County for qualifications.

Variable Rate Bonds means Bonds which are issued at rates subject to change from time to time, payable from time to time, and subject to various options for tender by the owners thereof, as more fully provided for herein.

Yield to Maturity means (i) for any Capital Appreciation Bond, the approximate yield to maturity borne by such Bond and (ii) for any Convertible CAB, the approximate yield borne by such Bond to the date of its conversion to a Current Interest Bond.

C. For all purposes of this Ordinance, except as otherwise expressly provided herein or unless the context otherwise requires:

1. The terms defined in this Section or elsewhere in this Ordinance have the meanings assigned to them and include the plural as well as the singular (or vice-versa).
2. All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles for municipal enterprise funds.
3. All references in this Ordinance to designated Sections and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted.
4. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.
5. The table of contents preceding and headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Sec. 2. Findings.

The Corporate Authorities hereby find that it is necessary and in the best interests of the County that the County provide for each of the Projects and for the Refunding (together, the "*Purposes*"); that

each of the Purposes is expressly authorized under the Act, and that the Bonds be issued to enable the County to pay the costs of the Purposes. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference. It is hereby found and determined that the Corporate Authorities have been authorized by law to borrow not less than the aggregate sum of \$3,750,000,000 upon the credit of the County and as evidence of such indebtedness to issue at this time one or more Series of Bonds, but only to the aggregate principal amount of \$3,750,000,000, more or less, as herein provided, in order to pay the costs of the Purposes. It is hereby found and determined that such borrowing of money (i) pertains to the government and affairs of the County, (ii) is necessary for the welfare of the government and affairs of the County, (iii) is for a proper public purpose or purposes and is in the public interest, and (iv) is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive. The authority to issue the Bonds is the Act, and the Bonds shall be issued pursuant to the Act.

Sec. 3. Bond Details.

There shall be borrowed on the credit of and for and on behalf of the County the sum of not to exceed \$3,750,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the Bonds for the purposes aforesaid; the Bonds shall be issued from time to time in said aggregate amount, or such lesser amount, in one or more Series, all as may be determined by the Chief Financial Officer, and shall be designated substantially as “General Obligation [Variable Rate Demand] [Capital Appreciation] Bonds, Series 200__,” with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer at the time of the sale of the Bonds to reflect the purpose of the issue, the order of sale of the Bonds, whether the Bonds are Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds or Convertible CABs, and any other authorized features of the Bonds determined by the Chief Financial Officer as desirable to be reflected in the title of the Bonds being issued and sold.

Provided that no Bond shall be dated later than November 30, 2010, (i) any Bonds issued as Current Interest Bonds shall be dated as of September 15, 2008, or such later date at or prior to the date of issuance thereof as may be provided in the relevant Bond Order, (ii) any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof, and (iii) any Bonds issued as Variable Rate Bonds shall be dated such date not earlier than September 15, 2008, and not later than the date of issuance thereof, as shall be provided in the relevant Indenture (any such date for any Bonds being a “*Dated Date*”).

All Bonds (i) shall also bear the date of authentication, (ii) shall be in fully registered form, (iii) shall be issued in Book Entry Form, (iv) shall be in Authorized Denominations as provided in the relevant Bond Order or Indenture (but no single Bond shall represent installments of principal or Compound Accreted Value maturing on more than one date), (v) shall be numbered 1 and upward within each Series, (vi) shall bear interest at the rates percent per annum and (vii) shall mature serially or as Term Bonds (subject as hereinafter provided with respect to prior redemption) on November 15 (or such other date as may be provided in the relevant Bond Order or Indenture) of the years and in the amounts as provided in the relevant Bond Order or Indenture, subject to the limitations set forth below.

All or any portion of the Bonds may be issued as Current Interest Bonds.

All or any portion of the Bonds may be issued as Capital Appreciation Bonds. Each Original Principal Amount of Capital Appreciation Bonds shall represent a Maturity Amount of \$5,000 or any integral multiple thereof.

All or any portion of the Bonds may be initially issued as Convertible CABs. While in the form of Capital Appreciation Bonds, Bonds issued as Convertible CABs shall be subject to all of the provisions and limitations of this Ordinance relating to Capital Appreciation Bonds, and while in the form of Current Interest Bonds, Bonds issued as Convertible CABs shall be subject to all of the provisions and limitations of this Ordinance relating to Current Interest Bonds. In particular, when Convertible CABs are in the form of Capital Appreciation Bonds prior to their conversion to Current Interest Bonds, the transfer, exchange and replacement provisions of this Ordinance with respect to Capital Appreciation Bonds shall apply to such Convertible CABs; *provided* that the Convertible CABs delivered in the form of Capital Appreciation Bonds in connection with any such transfer, exchange or replacement shall have identical provisions for conversion to Current Interest Bonds as set forth in the Convertible CABs being transferred, exchange or replaced. In connection with the issuance and sale of any Convertible CABs, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible CABs into Current Interest Bonds shall be as approved by the Chief Financial Officer at the time of sale of such Convertible CABs.

All or any portion of the Bonds may be issued as Variable Rate Bonds. Any Variable Rate Bonds shall be subject to the provisions of the Indenture for same, to be by and between the County and the Trustee. The President or the Chief Financial Officer is hereby authorized to enter into any Indenture on behalf of the County. Any Indenture shall be in substantially the form of trust indentures previously entered into by the County in connection with the sale of variable rate general obligation bonds or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions.

All or any portion of the Bonds may be issued as Tax Exempt or not Tax Exempt as the Designated Officers shall determine upon consultation with Bond Counsel and as shall be provided in a relevant Bond Order.

All Bonds shall become due and payable as provided in the relevant Bond Order, *provided, however*, that no Bond shall have a Stated Maturity which is later than the date which is twenty-five (25) years after its Dated Date.

The Current Interest Bonds and the Variable Rate Bonds shall bear interest at a rate or rates percent per annum, and any Capital Appreciation Bonds shall have Yields to Maturity, not to exceed ten percent (10.0%) per annum, and no Capital Appreciation Bond shall have a Yield to Maturity in excess of ten percent (10.0%) per annum. The Current Interest Bonds and the Variable Rate Bonds shall bear interest at the rate or rates percent per annum and the Capital Appreciation Bonds shall have Yields to Maturity as provided in the relevant Bond Order or Indenture.

Each Current Interest Bond shall bear interest from the later of its Dated Date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable, subject to the provisions of any Bond Order, on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer in the Bond Order therefore.

Each Capital Appreciation Bond shall bear interest from its Dated Date at the rate percent per annum compounded semiannually, subject to the provisions of any Bond Order, on each May 15 and November 15, commencing on such May 15 or November 15 as determined by the Chief Financial Officer in the Bond Order therefore, which will produce the Yield to Maturity until the Stated Maturity

thereof or conversion date to Current Interest Bonds. Interest on the Capital Appreciation Bonds shall be payable only at Stated Maturity.

Each Variable Rate Bond shall bear interest (computed from time to time on such basis and payable in such manner as shall be set forth in the Indenture therefore) payable on such dates as shall be set forth in the Indenture therefore. Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (not to exceed 103 percent [103.00%] of the principal amount thereof) as shall be set forth in the Indenture therefore. In connection with the remarketing of any Variable Rate Bonds tendered for purchase under the terms and conditions so specified by the Chief Financial Officer, the President and the Chief Financial Officer are each hereby authorized to execute on behalf of the County a remarketing agreement with a remarketing agent or agents, as identified in the relevant Indenture, in customary form at customary fees used for variable rate financings of the County with appropriate revisions to reflect the terms and provisions of the Bonds sold as Variable Rate Bonds and such other revisions in text as the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Bonds as Variable Rate Bonds.

So long as the Bonds are held in Book Entry Form, interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter; in the event the Bonds should ever become available in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Trustee, payable upon presentation thereof in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, as may be provided, to the person in whose name such Bond is registered at the close of business on the applicable Regular Record Date, and mailed to the address or transferred to such account of such registered owner as it appears on the Bond Register or at such other address or account as may be furnished in writing to the Trustee.

Principal of and premium (if any) on each Current Interest Bond and Variable Rate Bond and the Compound Accreted Value of each Capital Appreciation Bond shall be paid upon surrender in lawful money of the United States of America, at the principal office maintained for the purpose by the Trustee or its proper agent.

The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the County and shall be signed by the manual or duly authorized facsimile signatures of the President and County Clerk, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Sec. 4. Book-Entry Provisions

The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of each Series of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in such name as may be provided by the Depository (the “*Book Entry Owner*”) and, accordingly, in Book Entry Form as provided and defined herein. Any Designated Officer is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into the Representations Letter for the Bonds, it may contain provisions relating to (i) payment procedures, (ii) transfers of the Bonds or of beneficial interests therein, (iii) redemption notices and procedures unique to the Depository, (iv) additional notices or communications, and (v) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the County nor the Trustee shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the County nor the Trustee shall have any responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on, or Maturity Amount of, the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (x) the County determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter, (y) the agreement among the County and the Depository evidenced by the Representations Letter shall be terminated for any reason, or (z) the County determines that it is in the best interests of the County or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds; the County shall notify the Depository of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The County may determine at such time that the Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the County, or such depository’s agent or designee, but if the County does not select such successor depository, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Sec. 5. Redemption.

A. **Mandatory Redemption.** If so provided in the relevant Bond Order or Indenture, any Bonds may be issued as Term Bonds and be subject to mandatory redemption by operation of the Bond Fund, in the case of Current Interest Bonds or Variable Rate Bonds, at a price of par, without premium, plus accrued interest to the date fixed for redemption, and in the case of Capital Appreciation Bonds at a price of Compound Accreted Value calculated to the date fixed for redemption, on November 15 (or such other date as s may be provided in the relevant Bond Order) of the years and in the amounts as shall be set forth in the relevant Bond Order. The County covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and provide Pledged Taxes accordingly.

In connection with any mandatory redemption of Bonds as authorized above, the principal amounts of such Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future

mandatory redemption requirements in such order of the mandatory redemption dates as the Chief Financial Officer may determine. In the absence of such determination, partial optional redemptions of such Bonds shall be credited against future mandatory redemption requirements in inverse chronological order of such payments beginning with the amount scheduled to become due at Stated Maturity, then the amount subject to mandatory redemption in the year preceding Stated Maturity, and so on. In addition, on or prior to the sixtieth (60th) day preceding any mandatory redemption date, the Trustee may, and if directed by the Chief Financial Officer shall, purchase Bonds of such maturities in an amount not exceeding the amount of such Bonds required to be retired on such mandatory redemption date and at a price not exceeding par plus accrued interest. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

The County shall provide the Trustee with written notice of such reduction, which notice shall be given within thirty (30) days after such redemption or purchase, and the Trustee shall promptly give written notice of the same to the Bondholders, in the manner hereinafter provided.

B. **Optional Redemption.** If so provided in the relevant Bond Order or Indenture, any Bonds may be redeemable prior to maturity at the option of the County, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Bonds or Variable Rate Bonds to be redeemed and as a percentage of the Compound Accreted Value of Capital Appreciation Bonds to be redeemed) not to exceed one hundred three percent (103.00%), plus, in the case of Current Interest Bonds or Variable Rate Bonds, accrued interest to the date of redemption, as determined by the Chief Financial Officer at the time of the sale thereof. If less than all of the Outstanding Bonds of a Series are to be optionally redeemed, the Bonds to be called shall be called from such Series, in such principal amounts and from such maturities as may be determined by the County and within any maturity by in the manner hereinafter provided. The terms and provisions for any redemption of Variable Rate Bonds shall be as determined by the Chief Financial Officer at the time of sale of the Bonds and as set forth in a relevant Indenture, *provided* that such terms shall be within the limitations set forth in this Section.

C. **Redemption Procedure.** The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, unless otherwise notified by the County, the Trustee shall proceed to redeem the Term Bonds without any further order or direction from the County hereunder or otherwise. For an optional redemption, the County shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Trustee), notify the Trustee of such redemption date and of the principal amount and maturities of Bonds to be redeemed.
2. *Selection of Bonds within a Maturity.* Current Interest Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof, and Capital Appreciation Bonds shall be redeemed only in amounts representing \$5,000 Maturity Amount and integral multiples thereof. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee for the Bonds of such maturity by such method of lottery as the Trustee shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that each \$5,000 principal amount or Maturity Amount (as appropriate) of such Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Trustee

shall make such selection (a) upon or prior to the time of the giving of official notice of redemption, or (b) in the event of a refunding or defeasance, upon advice from the County that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Trustee shall promptly notify the County in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the County by mailing the redemption notice by first class U.S. mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Trustee. All official notices of redemption shall include the name of the Bonds and at least the information as follows:
 - (a) the redemption date;
 - (b) the redemption price;
 - (c) if less than all of the outstanding Bonds of a Series and of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds of a Series within such maturity, the respective principal amounts) of the Bonds to be redeemed;
 - (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
 - (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Trustee.
4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds, and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.
5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph 4. immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. The

procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by the Depository and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Trustee, as applicable, the County shall not be liable for any failure to give or defect in notice.
7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like Series and tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.
8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, in the case of Current Interest Bonds, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption; in the case of Variable Rate Bonds, the principal shall, until paid, bear interest as provided in a relevant Indenture; and, in the case of Capital Appreciation Bonds, the Compound Accreted Value at such redemption date shall continue to accrue interest from such redemption date at the Yield to Maturity borne by such Capital Appreciation Bond, or portion thereof, so called for redemption.
9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.
10. *Additional Notice.* The County agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (a) advisory in nature, (b) solely in the discretion of the County (unless a separate agreement shall be made), (c) not be a condition precedent of a valid redemption or a part of the Bond contract, and (d) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for

which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the County with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

11. *Trustee to Advise County.* As part of its duties hereunder, the Trustee shall prepare and forward to the County a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Sec. 6. Registration of Bonds; Persons Treated as Owners; Bonds Lost, Destroyed, Etc.

The County shall cause the Bond Register to be kept at the office maintained for the purpose by the Trustee, which is hereby constituted and appointed the Registrar of the County. The County is authorized to prepare, and the Trustee shall keep custody of, multiple Bond blanks executed by the County for use in the transfer and exchange of Bonds.

Subject to the provisions hereof relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations of and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer of any Bond at the office maintained for the purpose by the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Trustee shall authenticate, date and deliver in the name of the transferee or transferees (i) in the case of any Capital Appreciation Bond, a new fully registered Capital Appreciation Bond or Bonds of the same Series and of the same Stated Maturity of Authorized Denominations, for a like aggregate Original Principal Amount or (ii) in the case of any Current Interest Bond or Variable Rate Bond, a new fully registered Bond or Bonds of the same Series of the same tenor, of the same interest rate and Stated Maturity, of Authorized Denominations, for a like aggregate principal amount. Subject to the provisions of this Ordinance relating to Book Entry Form any Capital Appreciation Bond or Bonds may be exchanged at said office of the Trustee or its proper agent for a like aggregate Original Principal Amount of Capital Appreciation Bond or Bonds of the same Series and maturity of other Authorized Denominations; and any fully registered Current Interest Bond or Bonds or Variable Rate Bond or Bonds may be exchanged at said office of the Trustee or its proper agent for a like aggregate principal amount of such Bonds of the same tenor, of the same Series, interest rate and Stated Maturity, of other Authorized Denominations.

The Trustee shall not be required to transfer or exchange any Bond during the period from the close of business on the Regular Record Date for an interest payment to the opening of business on such interest payment date or during the period of fifteen (15) days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond, and the Trustee or its proper agent shall thereby be authorized to authenticate, date and deliver such Bond in accordance with the terms of this Ordinance and of any Indenture; provided, however, the principal amount of Bonds of each Series and maturity authenticated by the Trustee shall not at any one time exceed the authorized principal amount of Bonds for such Series and maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on or any Maturity Amount of any Bond shall be made only to or upon the order of the registered owner

thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the County or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Trustee or its proper agent may authenticate a new Bond of like Series, date, maturity date, interest rate (or, in the case of Capital Appreciation Bonds, Yield to Maturity), denomination and Original Principal Amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of other Bonds) and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the County and the Trustee, satisfactory to the Trustee. In the event any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Sec. 7. Security

The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of, interest on and Maturity Amount of the Bonds. The Bonds shall be direct and general obligations of the County and the County shall be obligated and hereby covenants and agrees to levy ad valorem taxes upon all the taxable property in the County for the payment of the Bonds and the interest thereon, without limitation as to rate or amount. The County hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the right, hereby expressly reserved by the County, to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the County.

Sec. 8. Forms of Bonds.

The Current Interest Bonds and the Capital Appreciation Bonds shall be in substantially the forms hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph. The Convertible CABs shall be prepared incorporating the provisions of the forms of Current Interest Bonds and Capital Appreciation Bonds set forth below as necessary to reflect the terms and provisions of the sale of the Convertible CABs pursuant to Section 11 hereof. Variable Rate Bonds shall be prepared in substantially the form provided in the relevant Indenture.

Sec. 9. Taxes Levied; Payment of Principal, Premium and Interest; Covenants re Pledged Taxes; Ordinance and Bond Orders to be Filed; Abatement

A. *Taxes Levied.* For the purpose of providing the funds required to pay the principal of and interest on, or Maturity Amount of, the Bonds promptly as the same become due, there is hereby levied upon all taxable property in the County, a direct annual tax sufficient for those purposes in addition to all other taxes, for the years and in the amounts as shall be provided in each relevant Bond Order, which amounts, when aggregated with (i) for any Series of Refunding Bonds, the receipts, if any, of taxes levied and collected for the payment of Refunded Bonds, (ii) any accrued interest received on the sale of a Series of Bonds, and (iii) any proceeds of a Series of Bonds available to pay capitalized interest on said Series of Bonds, shall be sufficient to pay principal of and interest on the Bonds. For this purpose, interest to accrue on Variable Rate Bonds shall be deemed to be that rate which, in the reasonable estimation of the Chief Financial Officer as she may from time to time determine, will be sufficient to pay principal of and interest on such Variable Rate Bonds when due.

B. *Payment of Principal, Interest and Maturity Amount.* Subject to the right reserved by the County under Section 7 of this Ordinance to transfer investment income, the Bond Moneys shall be applied by the Trustee to pay principal of and interest on, or Maturity Amount of, the Bonds.

Principal of and interest on, or Maturity Amount of, the Bonds coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied which funds are hereby appropriated for such purpose as necessary; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

C. *Covenants re Pledged Taxes.* The County covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to levy and collect the Pledged Taxes. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. With respect to Variable Rate Bonds, in furtherance of the general obligation full faith and credit pledge of the County to the punctual payment of the principal of and interest on the Bonds set forth in Section 7 of this Ordinance, the County will take all actions necessary to levy in addition to the taxes described above, any direct annual tax required in excess of that levied in this Ordinance for collection on a timely basis to make all payments of the principal of and interest on such Variable Rate Bonds.

D. *Ordinance and Bond Orders to be Filed.* A copy of this Ordinance, together with a subsequent copy of each Bond Order, duly certified by the County Clerk, shall be filed in the office of the County Clerk, and such filings shall constitute the authority for and it shall be the duty of said County Clerk, in each year as aforesaid, to extend the taxes levied pursuant to this Section and said Bond Order(s) for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the County on its behalf.

E. *Abatement.* Whenever and only when other funds from any lawful source are made available for the purpose of paying any principal of and interest on, or Maturity Amount of, the Bonds, so as to enable the abatement of the Pledged Taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the Pledged Taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Except as may be otherwise provided in a relevant Bond Order or Indenture, at any time and from time to time as the Chief Financial Officer shall determine to be necessary or advisable, the Chief

Financial Officer is hereby expressly authorized, without further official action of the Corporate Authorities, to abate any portion of the Pledged Taxes levied to pay principal of and interest on Variable Rate Bonds, in the event and to the extent that the Chief Financial Officer shall determine that the collection of such Pledged Taxes will not be necessary to provide for the timely payment of the principal of and interest on such Variable Rate Bonds. The filing with the County Clerk of a certificate of abatement, signed by the President and the Chief Financial Officer, shall constitute due authorization for the County Clerk to effectuate such abatement.

Sec. 10. Powers as to Bonds and Pledge.

The County is duly authorized to pledge the Pledged Taxes and other moneys, securities and funds purported to be pledged by this Ordinance in the manner and to the extent provided in this Ordinance. The Pledged Taxes and other moneys, securities and funds so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Ordinance. The County shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Taxes and other moneys, securities and funds pledged under this Ordinance and all the rights thereto of the Bondholders under this Ordinance against all claims and demands of all persons whomsoever.

Sec. 11. Sale of the Bonds; Bond Orders; Selection of Financing Teams; Annual Reports; Execution of Documents Authorized; Undertakings; Offering Materials; Credit Facilities.

A. *Sale of the Bonds.* The Chief Financial Officer is hereby authorized to sell all or any portion of the several Series of the Bonds to the respective Underwriters from time to time on such terms as she may deem to be in the best interests of the County; *provided* that (i) in each case the Purchase Price shall be at least ninety-eight percent (98%) of the proceeds of the Bonds (exclusive of any net original issue discount used in the marketing of the Bonds, not to exceed 10% of the principal amount thereof), plus accrued interest, if any, on the Bonds from their Dated Date to the date of their issuance, (ii) the aggregate amount of principal of and interest on and Maturity Amount of the Bonds (based, for Variable Rate Bonds, on the reasonable estimate of the Chief Financial Officer as hereinabove provided) in any year shall not exceed the aggregate amount levied therefore pursuant hereto plus capitalized interest, if any, and (iii) as an additional limitation on the sale of the Refunding Bonds, each such certificate or report (as hereinabove described) must set forth that the Refunding will provide a present value debt service savings to the County resulting from the issuance of Refunding Bonds to refund each maturity, or part of a maturity, of the Refunded which are chosen to be refunded, which report shall demonstrate that the County will realize a minimum net present value savings of three percent (3.00%) of the debt service on the Refunded Bonds being refunded. The Bonds may be sold from time to time as the Chief Financial Officer shall determine that the proceeds of such sales are needed. Nothing contained in this Ordinance shall limit the sale of the Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof. Incidental to each sale of the several Series of Bonds the Chief Financial Officer shall provide the Corporate Authorities a written notification of the sale of such Bonds, which notification shall describe such Series of Bonds in detail.

B. *Bond Orders.* Subsequent to each such sale of the Bonds, the Chief Financial Officer shall file in the office of the County Clerk a Bond Order directed to the Corporate Authorities identifying (i) the terms of the sale, (ii) the amount of the Bonds being sold as Capital Appreciation Bonds, Convertible CABs or Current Interest Bonds, (iii) the amount of Bonds being sold as Variable Rate Bonds and attaching the related Indenture or Indentures, (iv) the Dated Date of the Bonds sold, (v) the aggregate principal amount of Bonds sold, (vi) the principal amount of Bonds maturing and subject to mandatory redemption in each year, (vii) the optional redemption provisions applicable to the Bonds sold, (viii) the

specific maturities and principal amounts of Refunded Bonds to be refunded with the proceeds of the Bonds sold, (ix) the date on and price at which the Refunded Bonds shall be redeemed (if such redemption shall occur prior to the maturity date thereof or pursuant to mandatory redemption. (x) the financing team, including each Bond Counsel, Financial Advisor, Trustee and Underwriter and, for each Series of Refunding Bonds, the Escrow Agent or Escrow Agents designated in connection with the Refunding of the relevant Refunded Bonds, (xi) with respect to any Capital Appreciation Bonds being sold, the Original Principal Amounts of and Yields to Maturity on such Capital Appreciation Bonds and a table of Compound Accreted Values per \$5,000 Compound Accreted Value at Maturity for such Capital Appreciation Bonds, setting forth the Compound Accreted Value of each such Capital Appreciation Bond on each semiannual compounding date, (xii) the interest rate or rates on any Current Interest Bonds sold, or, in the case of any series of Variable Rate Bonds the estimated rate used to determine the Pledged Taxes for such Variable Rate Bonds and a description (which shall be in the relevant Indenture therefore) of the methods of determining the interest rate applicable to such Variable Rate Bonds from time to time and the identity of any remarketing agent retained in connection with the issuance of Variable Rate Bonds, (xiii) the identity of any Insurer, (xiv) the portion, if any, of the Bonds which are not Tax Exempt, (xv) the identity of any provider of a Credit Facility, and (xvi) the information regarding the title and series designation of the Bonds, together with any other matter authorized by this Ordinance to be determined by the Chief Financial Officer at the time of sale of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the respective Underwriters in accordance with the terms of sale.

C. *Selection of Financing Teams.* The President and Chief Financial Officer are each hereby authorized and directed to select a financing team, specifically including Underwriters, Bond Counsel, Trustee, Financial Advisors and other firms and, for any Series of Refunding Bonds, one or more Escrow Agents and such other firms as necessary to effect the Refunding, and to execute and deliver such contracts (including, specifically, a contract for the purchase of Bonds) or agreements (including, specifically, for any Series of Refunding Bonds one or more Escrow Agreements) with the entities selected in connection with the sale of each Series of the Bonds. Each such contract or agreement shall be in substantially the form previously used for general obligation financings of the County, with appropriate revisions to reflect the terms and provisions of the Bonds of each Series and this Ordinance and such other revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The Chief Financial Officer shall obtain the approval of the Corporate Authorities prior to the execution and delivery of any such contract or agreement with such Underwriters, Bond Counsel or Financial Advisors.

D. *Annual Reports.* On or before each November 30, commencing the November 30 following the first sale of any Bonds pursuant to this Ordinance, the Chief Financial Officer shall provide a written statement to the Corporate Authorities setting forth in summary form the details of each relevant Bond Order filed with the County Clerk from and after the preceding December 1.

E. *Execution of Documents Authorized.* Any Designated Officer and such other officers and officials of the County as may be necessary are hereby authorized to execute such other documents, as may be necessary to implement the Projects and the Refunding and to effect the issuance and delivery of the Bonds, including but not limited to:

- (i) those certain contracts of purchase (each, a "*Purchase Contract*") by and between the County and the Underwriters, which Purchase Contracts shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County;

- (ii) as necessary in connection with any Refunding, those certain Escrow Agreements by and between the County and the Escrow Agent or Escrow Agents, such agreements to be provided by Bond Counsel, which Escrow Agreements shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County;
- (iii) as necessary in connection with the issuance of any Series of Variable Rate Bonds, one or more Indentures, which Indentures shall be in form acceptable to the Chief Financial Officer and as customarily entered into by the County;
- (iv) those certain Continuing Disclosure Undertakings, each as approved by the Chief Financial Officer and each in form customarily used by the County, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934; and
- (v) such certification and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinion as to the Tax Exempt status of the interest on any Tax Exempt Bonds; and execution thereof by such Designated Officers, officers and officials is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities.

F. *Undertakings.* When any Continuing Disclosure Undertaking is executed and delivered on behalf of the County, it will be binding on the County and the officers, agents, and employees of the County, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause to the County to comply with its obligations thereunder.

G. *Offering Materials.* The preparation, use and distribution of a preliminary official statement and an official statement relating to each sale and issuance of the Bonds are hereby ratified and approved. The President and Chief Financial Officer are each hereby authorized to execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the County. The preliminary official statements and official statements herein authorized shall be in substantially the forms previously used for general obligation financings of the County with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the County and the parties to the financing.

H. *Credit Facilities; Policies.* In connection with any sale of a Series of Bonds, the President or the Chief Financial Officer is hereby authorized to obtain a Credit Facility with one or more financial institutions. The President or the Chief Financial Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the County in connection with the sale of general obligation bonds or notes, but with such revisions in text as the President or the Chief Financial Officer shall determine are necessary or desirable, the execution thereof by the President or the Chief Financial Officer to evidence the approval by the Corporate Authorities of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not

exceed one and one-quarter percent (1.25%) of the average principal amount of such Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the County with respect to a Series of Bonds shall be attached to the relevant Bond Order filed with the County Clerk pursuant to this Section. Each such promissory note shall mature not later than the final maturity date of the Bonds and shall be a general obligation of the County for the payment of which, both principal and interest, the County pledges its full faith, credit and resources. Each such promissory note shall bear interest at a rate not exceeding 18 percent per annum. The President or the Chief Financial Officer is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the County affixed and attached by the County Clerk.

In connection with any sale of a Series of the Bonds, the President or the Chief Financial Officer is hereby further authorized to obtain a Policy from an Insurer if the Chief Financial Officer determines such Policy to be desirable in connection with such sale of such Series of Bonds or any portion thereof. The President or Chief Financial Officer is hereby expressly authorized, on behalf of the County, to make such customary covenants and agreements with such Insurer as are not inconsistent with the provisions of this Ordinance, as may be required by such bond insurer, including as follows:

- (i) *Consent to Amendments.* That any provision of this Ordinance expressly recognizing or granting rights in or to any such Insurer or to Bondholders generally may not be amended in any manner which affects the rights of the Insurer or Bondholders generally without the prior written consent of the Insurer.
- (ii) *Notices.* That the County may be required to furnish to the Bond Insurer information or notices.
- (iii) *List of Permitted Investments.* That the investment of moneys in the various accounts of the Fund may be limited to such list of lawful investments as may be required by the Insurer; provided, however, such list shall include direct obligations of the United States of America and shares in the Public Treasurers' Investment Pool.
- (iv) *Non-Defeasance and Subrogation.* That in the event that the principal and/or interest due on the Bonds shall be paid by the Insurer pursuant to a Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and the pledge of Net Revenue and all covenants, agreements and other obligations of the City to the Bondholders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Bondholders.
- (v) *Payment Procedure Pursuant to Policy.* That so long as the Policy shall be in full force and effect, the City and any Paying Agent and Bond Registrar agree to comply with such reasonable timing and notice procedures to properly effectuate Bond payment.
- (vi) *Control of Proceedings; Vote in Plan.* That so long as the Policy shall be in full force and effect and not in default, the Insurer may exercise the rights of the registered owners of the Bonds in connection with the enforcement of all rights and remedies, and may vote the interests of the owners of such bonds in connection with bankruptcy, reorganization or insolvency plan or proceeding.

Sec. 12. Creation of Funds and Appropriations; Abatement of Taxes Levied for Refunded Bonds.

A. *Bond Fund Created.* There is hereby created the “*General Obligation [Refunding] Bonds, Series 200__, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on and Maturity Amount of the Bonds.

All receipts of the Pledged Taxes received by the County Collector shall be deposited daily, as far as practicable, with the Trustee. All other moneys appropriated or used by the County for the payment of the principal or redemption price of, and interest on, or Maturity Amount of, the Bonds shall be paid to the Trustee. The Trustee shall be accountable only for moneys actually so deposited with the Trustee. The Trustee is hereby expressly authorized to establish such accounts within the Bond Fund as shall be necessary to account for the Pledged Taxes levied for each Series of Bonds issued hereunder. All Pledged Taxes, and all such moneys, shall be deposited by the Trustee into the Bond Fund.

The County Treasurer and the County Collector are hereby expressly authorized and directed to do, or cause to be done, all things necessary to provide for the prompt deposit with the Trustee, in accordance with this Ordinance, of all Pledged Taxes.

The Bond Fund shall be held and maintained as a separate and segregated account by the Trustee. The Trustee may create Accounts within the Bond Fund as necessary for any Series of Bonds as specified in a relevant Bond Order or, for Variable Rate Bonds, as provided in a relevant Indenture. Accrued interest, capitalized interest and premium, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on or Maturity Amount of the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on or Maturity Amount of the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of and interest on Current Interest Bonds and Variable Rate Bonds and Maturity Amount of Capital Appreciation Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Chief Financial Officer, transferred to such other funds as may be determined. On or after such date as may be provided in a relevant Bond Order, capitalized interest, if any, deposited to and remaining in the Bond Fund for any Variable Rate Bonds shall be transferred to such other funds or accounts as the Chief Financial Officer shall determine or as may be provided in a relevant tax agreement for any Tax Exempt Bonds.

B. *Project Funds Created.* The amount of proceeds of the Bonds as shall be set forth in the relevant Bond Order shall be set aside in one or more separate funds of the County, hereby created, and designated as the “*Public Safety Project Fund,*” the “*Health Fund Project Fund,*” the “*Corporate Project Fund,*” the “*Capital Equipment Project Fund,*” the “*Insurance Reserve Fund*” (collectively, the “*Project Funds*”). Any Project Fund may further be divided into accounts and designated the “*Series _____ Bonds Project Account*”(an “*Account*”). The Project Funds shall be held and maintained as separate and segregated accounts by the Trustee. Moneys in the Project Funds may be withdrawn or may be transferred among the Project Funds by the County to pay the costs of the Projects upon requisition by the Chief Financial Officer or any other employee of the County designated by the Chief Financial Officer.

Alternatively, the Chief Financial Officer may allocate the proceeds of the Bonds to one or more related project funds or accounts of the County already in existence; provided, however, that this shall not

relieve the County and such officer of the duty to account for the proceeds as if any Project Fund or Account were created as herein provided. The County by its Corporate Authorities reserves the right, as it becomes necessary from time to time, to change the purposes of expenditure of any Project Fund or its accounts, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the County; subject, however, to the provisions of the Act and to the tax covenants of the County relating to the Tax Exempt status of interest on Tax Exempt Bonds.

C. *Escrow Accounts.* The sum necessary, as determined by the Chief Financial Officer, of the principal proceeds of the Refunding Bonds together with such money in the debt service funds for the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the Refunding, pursuant to the provisions of the relevant Escrow Agreement or Escrow Agreements. Any funds remaining to the credit of the County pursuant to an Escrow Agreement upon the termination of the Escrow Agreement shall be disbursed by the Escrow Agent to the County as directed by the Chief Financial Officer.

D. *Expense Fund Created.* The sum necessary, as determined by the Chief Financial Officer, of the principal proceeds of the Bonds shall be deposited into a separate and segregated fund, hereby created, to be known as the “Expense Fund” (the “Expense Fund”) and shall be disbursed upon the delivery of the Bonds by the Trustee at the written direction of the Chief Financial Officer or shall be used by the County to pay costs of issuance of the Bonds in accordance with normal County disbursement procedures. Any funds remaining to the credit of the Expense Fund on the date which is six months following the date of delivery of the Bonds shall be transferred to the County Treasurer for deposit into such fund or account of the County as the Chief Financial Officer may direct.

E. *Investments.* The moneys on deposit in the Bond Fund may be invested from time to time by the Trustee at the written direction of the Chief Financial Officer in Qualified Investments. Any such investments may be sold from time to time by the Trustee without further direction from the County as moneys may be needed for the purposes for which the Bond Fund has been created. The moneys on deposit in each Project Fund shall be invested from time to time by the Trustee at the written direction of the Chief Financial Officer in any lawful investment for County funds. In addition, the Chief Financial Officer shall direct the Trustee (which direction may be by telephonic or facsimile transmission by the County to the Trustee and confirmed by facsimile transmission by the Trustee to the County) to sell such investments when necessary to remedy any deficiency in the Bond Fund, any Project Fund or any accounts created therein. All other investment earnings shall be attributed to the account for which the investment was made.

F. *Deposits.* All moneys (not including securities) held by the Trustee subject to the provisions of this Section may be deposited by it, on demand or time deposit, in its banking department or with such banks, national banking associations, trust companies, savings banks or savings and loan associations, that are members of the Federal Deposit Insurance Corporation as may be designated by the President or the Chief Financial Officer. No such moneys shall be deposited with any such financial institution in an amount exceeding 50 percent of the amount that an officer of such financial institution shall certify to the Trustee and the Chief Financial Officer as the combined capital and surplus of such financial institution. No such moneys shall be deposited or remain on deposit with any such financial institution in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation, unless (a) such financial institution shall have lodged with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the Chief Financial Officer, pledged to some other financial institution for the benefit of the County and the holders of Bonds, as collateral security for the moneys deposited, Federal Obligations or Agency Obligations having a market value (exclusive of accrued interest) at least equal to 100 percent of the amount of such moneys, and (b) the Trustee shall have a perfected first lien in the Federal Obligations or Agency Obligations

serving as collateral, and such Federal Obligations or Agency Obligations shall be free from all third party liens. The Trustee shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar funds of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any fund shall be credited in each case to the fund in which such moneys or securities are held.

G. *Repurchase Agreements.* The County may invest any moneys pursuant to a repurchase agreement. Each repurchase agreement shall meet the requirements of the Public Funds Investment Act of the State of Illinois, as amended, or be secured by Federal Obligations or Agency Obligations or such Qualified Investments as may be specified in a relevant Bond Order, having a market value, marked to market weekly, at least equal to 102 percent of the amount invested in the repurchase agreement plus accrued interest. The Trustee shall at all times have a first lien in such Federal Obligations or Agency Obligations perfected (i) by possession of certificated securities held by the Trustee or held by a third party acting on behalf of the Trustee if the institution serving as Trustee is also the counterparty to the repurchase agreement and is providing the collateral securities, or (ii) under the book-entry procedures specified in 31 Code of Federal Regulations 306.1 *et seq.* or 31 Code of Federal Regulations 350.0 *et seq.* The President or the Chief Financial Officer is hereby authorized to enter into, execute and deliver any investment or repurchase agreement authorized by this Ordinance, and any additional documents as shall be necessary to accomplish the purposes of any such agreement.

H. *Variable Rate Funds or Accounts.* Other funds or accounts appropriate for Variable Rate Bonds, such as a purchase fund to accommodate demands for purchase of such Bonds and the remarketing of same to other Bond owners, may be created in the Indenture.

I. *Taxes Levied for Refunded Bonds.* To the extent not theretofore abated and as determined necessary by the Chief Financial Officer, the taxes previously levied and collected (or in the process of collection) to pay the Refunded Bonds shall be used to effectuate the Refunding as provided in the Escrow Agreement, or to the extent not needed due to the issuance of the Refunding Bonds, shall be deposited into the Bond Fund and used to pay first interest coming due on the Bonds. Taxes previously levied for the Refunded Bonds but not yet extended for collection shall be abated. The Chief Financial Officer is hereby expressly authorized to file an abatement certificate with the County Clerk, without further official action of the Corporate Authorities, to effectuate such abatement.

Sec. 13. General Tax Covenants.

A. *Not Private Activity Bonds.* None of the Tax Exempt Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the County certifies, represents and covenants as follows:

1. No more than the portion allowable for Tax Exempt financings of the sale proceeds of each Series of Tax Exempt Bonds, each considered separately, plus investment earnings thereon, will be used, directly or indirectly, in whole or in part, in any Private Business Use.
2. The payment of more than the portion allowable for Tax Exempt financings of the principal of or the interest on each Series of the Tax Exempt Bonds, each considered separately, will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.

3. No more than the lesser of five percent of the sale proceeds of each Series of the Tax Exempt Bonds and investment earnings thereon or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons.
4. No user of any portion of the Public Safety Fund Project, the Health Fund Project, the Corporate Fund Project, or the Capital Equipment Project financed by Tax Exempt Bonds (collectively, the “*Infrastructure*”) other than a state or local governmental unit will use more than the portion of the Infrastructure, in the aggregate, which is allowable for Tax Exempt Financings, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be a user of more than such allowable portion of the Infrastructure, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.
5. The County has not and will not enter into any arrangement that conveys to any person, other than a state or local government unit, special legal entitlements to any portion of the Infrastructure that is available for use by the general public. No person, other than a state or local governmental unit, is receiving or will receive any special economic benefit from use of any portion of the Infrastructure that is not available for use by the general public.

B. *Pertaining to Rebate.*

The County further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate, the County Requirement*”) to the United States:

1. Unless an applicable exception to the Rebate Requirement is available to the County will meet the Rebate Requirement.
2. Relating to applicable exceptions, any Designated Officer is hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the County. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the County shall pay such Penalty.
3. The Designated Officers are hereby expressly authorized and directed to cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “200__ General Obligation Bonds Rebate [or Penalty, if applicable] Fund” (the “*148 Compliance Fund*”) for the Tax Exempt Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said Designated Officers are hereby expressly authorized and directed to cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.
4. Interest earnings in the Bond Fund and any Project Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and

proceeds of the Tax Exempt Bonds and other lawfully available funds of the County are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid.

Sec. 14. Registered Form.

The County recognizes that Section 149 of the Code requires Tax Exempt Bonds to be issued and to remain in fully registered form in order to be and remain Tax Exempt. In this connection, the County agrees that it will not take any action to permit Tax Exempt Bonds to be issued in, or converted into, bearer or coupon form.

Sec. 15. Further Tax-Exemption Covenant.

The County agrees to comply with all provisions of the Code which, if not complied with by the County, would cause Tax Exempt Bonds not to be Tax Exempt. In furtherance of the foregoing provisions, but without limiting their generality, the County agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, Financial Advisors, attorneys and other persons to assist the County in such compliance.

The County also certifies and further covenants with the Underwriters and registered owners of the Tax Exempt Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Tax Exempt Bonds, whether or not such moneys were derived from the proceeds of the sale of the Tax Exempt Bonds or from any other source, will not be used in a manner which will cause the Tax Exempt Bonds to be “arbitrage bonds” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

The County further covenants that it will not take any action, or omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Tax Exempt Bonds) if taking, permitting or omitting to take such action would cause any Tax Exempt Bond to be a private activity bond within the meaning of the Code or would otherwise cause interest on the Tax Exempt Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation of interest on the Tax Exempt Bonds, under present rules, the County may be treated as a “taxpayer” in the examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Sec. 16. Reimbursement.

None of the proceeds of the Tax Exempt Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the County prior to the date hereof except architectural, engineering costs or construction costs incurred prior to commencement of any of the Public Safety Fund Project, the Health Fund Project, the Corporate Fund Project, and the Capital Equipment Project or expenditures for which an intent to reimburse was properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury

Regulations Section 1.150-2 as to all costs of the Public Safety Fund Project, the Health Fund Project, the Corporate Fund Project, and the Capital Equipment Project paid after the date hereof and prior to issuance of the Bonds.

Sec. 17. Opinion of Counsel Exception.

The County reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth in Sections 13 through 16 herein, *provided*, that it shall first have received an opinion from Bond Counsel to the effect that such use or investment as contemplated is valid and proper under applicable law and this Ordinance and that such use or investment will not adversely affect the Tax Exempt status of the Tax Exempt Bonds.

Sec. 18. Certain Rights Reserved to County.

The County reserves the right to provide one or more Credit Facilities, or a combination thereof to secure the payment of the principal of, premium, if any, and interest on one or more Series of Outstanding Bonds, or in the event owners of such Bonds have the right to require purchase thereof, to secure the payment of the purchase price of such Bonds upon the demand of the owners thereof. In connection with any such Credit Facilities, the County may execute and deliver an agreement setting forth the conditions upon which drawings or advances may be made under such Credit Facilities and the method by which the County will reimburse the issuer of such Credit Facilities for such drawings together with interest thereon at such rate or rates and otherwise make payments as may be agreed upon by the County and the issuer of such Credit Facilities. Any such obligation of the County to reimburse or otherwise make payments to the issuer of such Credit Facilities securing a Series of Outstanding Bonds shall constitute operating expenses of the County payable, from any moneys, revenues, receipts, income, assets or funds of the County available for such purpose or be payable from the Pledged Taxes, as the Chief Financial Officer may from time to time determine, under this Ordinance to the same extent as any Series of Outstanding Bonds, and any and all amounts payable by the County to reimburse the issuer of any such Credit Facilities, together with interest thereon, shall for purposes of this Ordinance be deemed to constitute the payment of principal of, premium, if any, and interest on Outstanding Bonds. Such amounts shall not constitute an indebtedness of the County for which its full faith and credit is pledged.

Sec. 19. Indentures.

Any Indenture for Variable Rate Bonds shall conform as fully as may be practicable to the provisions of Sections 20 to 46, inclusive, hereof, but need not be identical, giving effect to the unique features of such Bonds. In addition, the provisions of this Ordinance relating to the following matters are subject to different provisions that may be contained in an Indenture for Variable Rate Bonds:

- (a) the definition of, and rights and remedies related to, Events of Default;
- (b) the rights and duties of the Trustee and any agents thereof; and
- (c) notices to and consents of registered owners of Variable Rate Bonds.

Sec. 20. Payment and Discharge; Refunding.

Variable Rate Bonds shall be subject to payment, provision for payment and defeasance as provided in a relevant Indenture. Current Interest Bonds and Capital Appreciation Bonds may be discharged, payment provided for, and the County's liability terminated as follows:

(a) *Discharge of Indebtedness.* If (i) the County shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest, in the case of Current Interest Bonds, and the Maturity Amount, in the case of Capital Appreciation Bonds, to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Trustee shall have been paid, and (iii) the County shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the County shall pay or cause to be paid to the registered owners of all Outstanding Bonds of a particular Series, or of a particular maturity within a Series, the principal, premium, if any, and interest, in the case of Current Interest Bonds, and the Maturity Amount, in the case of Capital Appreciation Bonds, to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the County to the holders of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Bonds for the payment or redemption or prepayment of which sufficient monies or sufficient Defeasance Obligations shall have been deposited with the Trustee or an escrow agent having fiduciary capacity (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; *provided, however,* that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Trustee shall have been made for the giving thereof. Defeasance Obligations shall be considered sufficient only if said investments mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest, principal or Maturity Amount, as applicable, and redemption premiums if any when due on the Bonds without rendering the interest on any Bonds taxable under the Code.

The County may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, which the County may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Termination of County's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Trustee of sufficient money and Defeasance Obligations (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the County in respect of such Bond or Bonds shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Defeasance Obligations deposited with aforesaid for their payment.

Sec. 21. Duties of Trustee.

(a) Subject to a different provision in an Indenture for Variable Rate Bonds, if the Trustee has received notice, or has actual knowledge that an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Subject to a different provision in an Indenture for Variable Rate Bonds, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others, and no implied covenants or obligations of the Trustee shall be read into this Ordinance. In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the

requirements of this Ordinance. However, the Trustee shall examine the certificates and opinions to determine whether they conform to the requirements of this Ordinance.

(c) Subject to a different provision in an Indenture for Variable Rate Bonds, the Trustee may not be relieved from liability for its own gross negligent action, its own gross negligent failure to act or its own willful misconduct, except that:

- (1) this paragraph does not limit the effect of paragraph (b) of this Section,
- (2) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts,
- (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of any Insurer or the owners of the Bonds (in such percentages as may be required by the terms hereof) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Ordinance or any Indenture;
- (4) no provision of this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Subject to a different provision in an Indenture for Variable Rate Bonds, every provision of this Ordinance that in any way relates to the Trustee is subject to all the paragraphs of this Section.

(e) Subject to a different provision in an Indenture for Variable Rate Bonds, the Trustee may refuse to perform any duty or exercise any right or power, or to make any payment on any Bond to any holder of such Bond, unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Subject to a different provision in an Indenture for Variable Rate Bonds, the Trustee shall not be liable for interest on any cash held by it except as the Trustee may agree with the County or as set forth herein.

(g) For all purposes under this Ordinance or any Indenture, the Trustee shall not be deemed to have notice of any Event of Default described in Section 29(iii), (iv) or (v) hereof unless a responsible officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such an Event of Default is received by the Trustee [at the Corporate Trust Office], and such notice references any of the Bonds generally or this Ordinance or the applicable Indenture.

(h) The permissive right of the Trustee to perform any discretionary act enumerated in this Ordinance or any Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(i) In no event shall the Trustee be required to take any action that conflicts with any of the provisions of this Ordinance or any Indenture or with the Trustee's fiduciary duties or that adversely affect its rights and immunities hereunder.

Sec. 22. Rights of Trustee.

Subject to the foregoing Section and subject to a different provision in an Indenture for Variable Rate Bonds:

(a) The Trustee may rely on any document reasonably believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require a certificate of an appropriate officer or officers of the County or an opinion of counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the certificate or opinion of counsel.

(c) The Trustee may act through agents or co-trustees and shall not be responsible for the misconduct or negligence of any agent or co-trustee appointed with due care.

(d) The Trustee shall not be personally liable for any action it takes or omits to take or any action or inaction it believes in good faith to be authorized or within its rights or powers.

(e) The Trustee shall not be bound to make any investigation into the facts of matters stated in any reports, certificates, payment instructions, opinion, notice, order or other paper or document unless the Trustee has actual knowledge to the contrary.

(f) The Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Ordinance, any Indenture and the Bonds shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(g) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this Ordinance or any Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any of the Bondholders, pursuant to the provisions of this Ordinance or any Indenture, unless such Bondholders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

Sec. 23. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the County with the same rights it would have if it were not Trustee. Any paying agent may do the same with like rights.

Sec. 24. Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Ordinance or the Bonds; it shall not be accountable for the County's use of the proceeds from the Bonds paid to the County, and it shall not be responsible for any statement in the Bonds other than its certificate of authentication.

Sec. 25. Eligibility of Trustee.

This Ordinance and any Indenture shall always have the Trustee that is a commercial bank with trust powers or a trust company organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the State to exercise corporate trust powers and is subject to supervision or examination by United States or State authority. If at any time the Trustee ceases to be eligible in accordance with this Section, the Trustee shall resign immediately as set forth in Section 26.

Sec. 26. Replacement of Trustee.

Subject to a different provision in an Indenture for Variable Rate Bonds, the Trustee may resign with thirty (30) days' written notice to the County, effective upon the execution, acknowledgment and delivery by a successor Trustee to the County of appropriate instruments of succession. Provided that no Event of Default shall have occurred and be continuing, the County may remove the Trustee and appoint a successor Trustee at any time by an instrument or concurrent instruments in writing delivered to the Trustee; provided, however, that the holders of a majority in aggregate principal amount of Bonds outstanding at the time may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instrument in writing signed by such Bondholders, and further provided that any conflict between the County and such holders regarding such removal and appointment shall be resolved in favor of such holders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers and may be incorporated under the laws of the United States or of the State. Such successor Trustee shall in all respects meet the requirements set forth in Section 25 hereof.

Subject to a different provision in an Indenture for Variable Rate Bonds, if the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the County shall promptly appoint a successor Trustee.

Subject to a different provision in an Indenture for Variable Rate Bonds, a successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the County. Immediately thereafter, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee; the resignation or removal of the retiring Trustee shall then (but only then) become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Ordinance and the relevant Indenture.

Subject to a different provision in an Indenture for Variable Rate Bonds, if a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the County or the registered owners a majority in principal amount of the Bonds then outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Sec. 27. Successor Trustee by Merger.

Subject to a different provision in an Indenture for Variable Rate Bonds, if the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

Sec. 28. Compensation.

All reasonable fees and expenses of the Trustee shall be paid by the County from cash on hand and lawfully available.

Sect. 29. Definition of Events of Default; Remedies.

Subject to a different provision in an Indenture for Variable Rate Bonds, if one or more of the following events, herein called “Events of Default”, shall happen, that is to say, in case:

- (i) default shall be made in the payment of the principal of or redemption premium, if any, or the Maturity Amount on any Outstanding Bond when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or
- (ii) default shall be made in the payment of any installment of interest on any Outstanding Bond when and as such installment of interest shall become due and payable; or
- (iii) the County shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or any petition for relief shall be filed in respect of an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order continue in effect for a period of 60 days without stay or vacation; or
- (iv) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the County, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the County under the Federal bankruptcy laws or any other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or
- (v) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the County or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control;

then in each and every such case the Trustee may, and upon the written request of the registered owners of twenty-five percent (25%) in principal amount of the Bonds (measured by principal amount of Current Interest Bonds and Variable Rate Bonds and by the then Compound Accreted Value of Capital Appreciation Bonds) affected by the Event of Default and then outstanding hereunder shall, proceed to protect and enforce its rights and the rights of the holders of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all Pledged Taxes received by the Trustee under this Ordinance from the County shall be applied by the Trustee in accordance with the terms of Section 37 of this Ordinance.

Section 30. Notices of Default under Ordinance.

Subject to a different provision in an Indenture for Variable Rate Bonds, promptly after the occurrence of an Event of Default or the occurrence of an event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, the Trustee shall mail to the Bondholders at the address shown on the Bond Register, the Insurer, and also directly to any beneficial owner of \$500,000 or more in aggregate principal amount of Current Interest Bonds or Variable Rate Bonds or Original Principal Amount of Capital Appreciation Bonds then Outstanding at such address as the Trustee shall obtain from the Depository, notice of all Events of Default or such events known to the Trustee unless such defaults or prospective defaults shall have been cured before the giving of such notice.

Sec. 31. Termination of Proceedings by Trustee.

Subject to a different provision in an Indenture for Variable Rate Bonds, in case any proceedings taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the County, the Trustee, the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Sec. 32. Right of Holders to Control Proceedings.

Subject to the provisions of any Commitment, and subject to a different provision in an Indenture for Variable Rate Bonds, anything in this Ordinance to the contrary notwithstanding, the registered owners of a majority in principal amount of the Bonds (measured by principal amount of Current Interest Bonds and Variable Rate Bonds and by the then Compound Accreted Value of Capital Appreciation Bonds) then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Bonds, respectively; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby.

Sec. 33. Right of Holders to Institute Suit.

Subject to the provisions of any Commitment, and subject to a different provision in an Indenture for Variable Rate Bonds, no holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also the registered owners of twenty-five percent (25%) in principal amount of the Bonds (measured by principal amount of Current Interest Bonds and Variable Rate Bonds and by the then Compound Accreted Value of Capital Appreciation Bonds) then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right

in any manner whatever by his, her or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Bonds, respectively.

Nothing in this Section contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on his or her Bonds, respectively, out of the Bond Fund, or the obligation of the County to pay the same, at the time and place in the Bonds expressed.

Sec. 34. Suits by Trustee.

All rights of action under this Ordinance, or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Bonds affected by such suit or proceeding, subject to the provisions of this Ordinance.

Sec. 35. Remedies Cumulative.

No remedy herein conferred upon or reserved to the Trustee, the Bondholders, or to the Insurer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Sec. 36. Waiver of Default.

No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Section to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient. In the event any Event of Default shall be waived by the Bondholders or the Trustee, acting at the direction, or with the consent of, the Bondholders, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed to waive any other Event of Default hereunder.

Section 37. Application of Monies After Default.

Subject to a different provision in an Indenture for Variable Rate Bonds, and subject to any Commitment, the County covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply all monies, securities and funds received by the Trustee pursuant to any right given or action taken under the provisions of this Article as follows:

- (1) First, to the payment of all reasonable costs and expenses of collection, fees, and other amounts due to the Trustee hereunder; and thereafter,
- (2) Second, to the payment of amounts, if any, payable to the United States Treasury pursuant to any Tax Agreement;
- (3) All such monies shall be applied as follows:

- (A) first, to the payment to the persons entitled thereto of all installments of interest on Outstanding Bonds then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and
- (B) second, to the payment to the persons entitled thereto of the unpaid principal or then current Compound Accreted Value of and premium, if any, on any of the Outstanding Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which monies are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest upon such Outstanding Current Interest Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Outstanding Bonds due on any particular date, together with such premium, then to the payment ratably according to the amount of principal and premium due on such date, and then to the payment of such principal or then current Compound Accreted Value ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference.

Whenever monies are to be applied by the Trustee pursuant to the provisions of this paragraph, such monies shall be applied by the Trustee at such times, and from time to time, as the Trustee shall determine upon consultation with the County, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. The deposit of such monies with the paying agents, or otherwise setting aside such monies, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the County to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

Sec. 38. This Ordinance a Contract.

The provisions of this Ordinance shall constitute a contract between the County and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Sec. 39. Supplemental Ordinances.

Supplemental ordinances may be passed as follows:

(a) *Supplemental Ordinances Not Requiring Consent of Bondholders.* The County by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Ordinance and any Commitment contained, may pass and accept an ordinance or

ordinances supplemental hereto, which ordinance or ordinances thereafter shall form a part hereof, for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the County in this Ordinance contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the County;
- (ii) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the County may deem necessary or desirable and not inconsistent with this Ordinance and which in the opinion of the Trustee shall not adversely affect the interests of the registered owners of the Bonds, as evidenced by an opinion of counsel delivered to the Trustee;
- (iii) To designate one or more tender or similar agents of the Trustee, bond registrars or paying agents;
- (iv) To comply with the provisions of Section 20 hereof when money and the Defeasance Obligations designated therein sufficient to provide for the retirement of Bonds shall have been deposited with the Trustee; and
- (v) as to Bonds which are authorized but unissued hereunder to change in any way the terms upon which such Bonds may be issued or secured.

Any supplemental ordinance authorized by the provisions of this Section may be passed by the County and accepted by the Trustee without the consent of or notice to the registered owners of any of the Bonds at the time outstanding, but with notice to the Insurer, notwithstanding any of the provisions of paragraph (b) of this Section, but the Trustee shall not be obligated to accept any such supplemental ordinance which affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise.

(b) *Supplemental Ordinances Requiring Consent of Bondholders.* With the consent (evidenced as provided in Section 43) of the registered owners of not less than a majority in aggregate principal amount of the Bonds, at the time outstanding, and subject to any Commitment, the County, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on, or permit the creation of a preference or priority of any Outstanding Bond or Outstanding Bonds over any other Outstanding Bond or Outstanding Bonds, or otherwise alter or impair the obligation of the County to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Bond, without the express consent of the registered owner of such Bond or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the Pledged Taxes, or alter or impair the obligations of the City with respect to the Tax Exempt status, the registration, transfer, exchange or notice of redemption of Bonds, without the consent of the registered owners of all Outstanding Bonds affected; nor shall any such modification or amendment reduce the percentage of the registered owners of Outstanding Bonds required for the written consent of such modification or amendment without the consent of the

owners of all of the Outstanding Bonds. Upon receipt by the Trustee of a certified copy of such ordinance and upon the filing with the Trustee of evidence of the consent of Bondholders as aforesaid, the Trustee shall accept unless such supplemental ordinance affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, accept such supplemental ordinance.

If a given Series of Bonds is fully and irrevocably insured or otherwise provided for as to the timely payment of principal and interest by a municipal bond or financial guaranty insurance policy, a letter of credit, or some other means, and such policy provider or letter of credit provider shall not be in default, then any consent to amendment as herein provided shall not be given by the owners of Bonds of such Series, but rather shall be obtained from such provider, whose consent may or may not be given in its complete discretion, and whose consent shall be binding on such owners and all successors in interest. Ownership of Bonds for purposes of consent by the registered owners thereof shall be conclusively proved by the Bond Register.

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the passage by the County and the acceptance by the Trustee of any supplemental ordinance pertaining to the Bonds pursuant to the provisions of this paragraph, the County shall publish a notice, setting forth in general terms the substance of such supplemental ordinance, at least once in a financial newspaper or journal printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the County of New York, New York. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of supplemental ordinance in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Any failure of the County to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental ordinance.

(c) *Supplemental Ordinance to Modify this Ordinance.* Upon the execution of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be modified and amended in accordance therewith and the respective rights, duties and obligations under this Ordinance of the County, the Trustee and all registered owners of Bondholders, respectively, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be and be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) *Trustee May Rely Upon Opinion of Counsel Re: Supplemental Ordinance.* The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental ordinance executed pursuant to the provisions of this Section complies with the requirements of this Section.

(e) *Notation.* Bonds authenticated and delivered after the execution of any supplemental ordinance pursuant to the provisions of this Section may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared by the County, authenticated by the Trustee and delivered without cost to the registered owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Sec. 40. Effect of Consents.

After an amendment or supplement to this Ordinance becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

Sec. 41. Signing by Trustee of Amendments and Supplements.

The Trustee will sign any amendment or supplement to the Ordinance or the Bonds authorized hereunder if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign it. In signing an amendment or supplement, the Trustee will be entitled to receive and (subject to Section 21 of this Ordinance) will be fully protected in relying on an opinion of counsel stating that such amendment or supplement is authorized by this Ordinance.

Sec. 42. Notices.

(a) Subject to a different provision in an Indenture for Variable Rate Bonds, any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Ordinance or the Bonds must be in writing except as expressly provided otherwise in this Ordinance or the Bonds.

(b) Subject to a different provision in an Indenture for Variable Rate Bonds, any notice or other communication shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, addressed as follows: if to the County, to The County of Cook, Illinois, 118 North Clark Street, Room 1127, Chicago, Illinois 60602, Attention: Chief Financial Officer; if to the Trustee, at such address as shall have been provided by the Trustee in writing to the Chief Financial Officer. Any addressee may designate additional or different addresses for purposes of this Section.

(c) Subject to a different provision in an Indenture for Variable Rate Bonds, any notice or other communication required to any Bondholder shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, addressed to such Bondholder at the address set forth in the Bond Register.

(d) Any notice or other communication required to be given directly to any beneficial owner of \$500,000 or more in aggregate principal amount of Bonds then outstanding shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, to such beneficial owner at the address provided by the Depository.

Sec. 43. Bondholders' Consents.

Subject to a different provision in an Indenture for Variable Rate Bonds, in obtaining or receiving the consents of registered owners, the County may establish reasonable rules of procedure including, without limitation, rules relating to (i) a record date to fix the registered owners who are entitled to vote, (ii) solicitation of proxies and (iii) a meeting of the registered owners for the taking of actions. The registered owners of Bonds may vote their Bond interest in fractional shares. In the event that Bonds are registered in the name or names of nominees or depositories, consent of such owners by proxy in accordance with the applicable customs of the securities industry or rules of the Securities and Exchange

Commission, Municipal Securities Rulemaking Board or other association or agency having jurisdiction shall be sufficient.

Any action, consent or other instrument shall be irrevocable and shall bind any subsequent owner of such Bond or any Bond delivered in substitution therefore.

For purposes of determining consent under this Ordinance of holders of the Bonds, the outstanding principal amount of the Bonds shall be deemed to exclude the Bonds owned by or under the control of the County.

Sec. 44. Limitation of Rights.

Nothing expressed or implied in this Ordinance or the Bonds shall give any person other than the Trustee, the County, or the Bondholders any right, remedy or claim under or with respect to this Ordinance.

Sec. 45. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Sec. 46. List of Bondholders.

The Trustee shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Sec. 47. Rights and Duties of Trustee.

If requested by the Trustee, the President and County Clerk of the County are authorized to execute the Trustee's standard form of agreement between the County and the Trustee with respect to the obligations and duties of the Trustee as Trustee hereunder which may include the following:

- (a) to act as Trustee, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the County at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds.

The County Clerk of the County is hereby directed to file a certified copy of this Ordinance with the Trustee.

Sec. 48. Prior Inconsistent Proceedings.

All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

Sec. 49. Immunity of Officers and Employees of County.

No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Bonds.

Sec. 50. Passage and Approval.

Approved and adopted this 17th day of September 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-53
ORDINANCE**

Sponsored by

**THE HONORABLE LARRY SUFFREDIN, GREGG GOSLIN AND PETER N. SILVESTRI,
COUNTY COMMISSIONERS AND PRESIDENT TODD H. STROGER**

Co-Sponsored by

THE HONORABLE ELIZABETH “LIZ” DOODY GORMAN, COUNTY COMMISSIONER

**ORDINANCE ESTABLISHING
COOK COUNTY RETAIL ECONOMIC DEVELOPMENT INCENTIVES**

BE IT ORDAINED, pursuant to Cook County’s home rule authority under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by the Cook County Board of Commissioners (“County Board”) that Chapter 74 Taxation, Article XV, Sections 74-580 through 74-584, of the Cook County Code is hereby enacted as follows:

ARTICLE XV. COOK COUNTY RETAIL ECONOMIC DEVELOPMENT INCENTIVES

Sec. 74-580. Short Title.

This Ordinance shall be known and may be cited as the “Ordinance Establishing Cook County Retail Economic Development Incentives.”

Sec. 74-581. Declaration.

(a) The County Board hereby establishes the Cook County Retail Economic Development Incentives program which shall be the method by which Cook County will encourage establishment or maintenance of retail businesses and jobs in Cook County. The purpose of this ordinance is to authorize Cook County to work with Illinois municipal corporations located in Cook County to provided needed economic stimulus to encourage establishment or maintenance of retail businesses and jobs in Cook County. The County Board hereby finds and declares that Cook County do the following:

- (1) Provide incentives to encourage the establishment or maintenance of retail businesses and jobs in Cook County;
- (2) Provide enhanced revenues for all the People of Cook County; and
- (3) Provide cooperation with all municipal corporations located in Cook County.

Sec. 74-582. Definitions.

For purposes of this Ordinance, the following words or terms shall have the meaning or construction ascribed to them in this Section:

Cook County Code means the Code of Ordinances of Cook County, Illinois.

Cook County means the County of Cook, a body politic and corporate of Illinois.

County Board means the Board of Commissioners of Cook County, Illinois.

Fiscal Year means the fiscal year of the County.

Illinois Municipal Corporation means a City or Village incorporated within Cook County Illinois.

Ordinance means the “Ordinance Establishing Cook County Retail Economic Development Incentives, as amended.

President means the President of the Cook County Board of Commissioners.

TIF means Tax Increment Fund District created by an Illinois Municipal Corporation under Illinois law.

Sec. 74-583. Establishment of the Cook County Economic Development Incentives.

(a) The President shall designate the Department of Planning and Development to administer this ordinance.

(b) The President, or his designee, shall report to the County Board on a monthly basis the number of businesses using the incentives provided for in this ordinance, the jobs created, sales generated and the total cost to Cook County. The participating Illinois Municipal Corporation shall provide to the Department of Planning and Development on the 15th of each month, a report of the previous month’s data relating to the sales generated, jobs created and total cost to Cook County.

(c) Cook County shall not participate in the sales tax rebate incentive in a TIF district located in Cook County.

(d) Cook County may in a TIF district participate in any other economic development program administered by the Department of Planning and Development that encourages establishment or maintenance of retail businesses and jobs.

(e) Cook County shall match dollar for dollar any sales tax rebate up to 50% of the County’s share of sales tax on the same terms as any Illinois Municipal Corporation provides a business; provided Cook County is satisfied that the projections and the terms of the Illinois Municipal Corporation that such rebate will provide additional retail sales and will establish or maintain retail jobs in Cook County are reasonable.

(f) Cook County shall discourage relocation of business from one municipality to another by requiring applicants to provide proof of increased sales tax revenues and the increase of jobs in Cook County.

(g) Cook County shall terminate an agreement with the Illinois Municipal Corporation and applicant if the Department of Planning and Development regulations are not adhered to.

Sec. 74-584. Severability.

Any provision of this Ordinance declared to be unconstitutional or otherwise invalid shall not impair the remaining provisions of this Ordinance.

Effective date: This Ordinance shall be effective upon adoption.

Approved and adopted this 1st day of October 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-O-55
ORDINANCE**

Sponsored by

**THE HONORABLE TODD H. STROGER, PRESIDENT, JERRY BUTLER AND
JOAN PATRICIA MURPHY, COUNTY COMMISSIONERS**

**AN AMENDMENT TO THE RABIES CONTROL ORDINANCE SPECIFYING
WHICH ANIMALS REQUIRE RABIES VACCINATIONS**

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 10 Animals, Article II Rabies Control, Section 10-41 Rabies Vaccination of the Cook County Code is hereby amended as follows:

ARTICLE II. RABIES CONTROL

Sec. 10-41. Rabies vaccination.

(a) Every owner, except animal shelters, animal impounding facilities, and laboratory animal facilities, of a dog, cat or ferret four months or more of age shall cause such animal to be inoculated with a rabies vaccine by a licensed veterinarian at such intervals as approved by the State Department of Agriculture. The rabies vaccine shall be licensed by the United States Department of Agriculture and approved by the State Department of Agriculture.

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of November 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**08-0-56
ORDINANCE**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE BOARD OF COOK COUNTY COMMISSIONERS

**AN AMENDMENT TO THE MINORITY-AND WOMEN-OWNED BUSINESS
ENTERPRISE CONSTRUCTION INTERIM ORDINANCE**

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 34 Finance, Article IV Procurement and Contracts, Division 6, Subdivision II, Section 34-302 Interim program review and sunset of the Cook County Code is amended as follows:

ARTICLE IV. PROCUREMENT AND CONTRACTS

Sec. 34-302. Interim program review and sunset.

(e) This subdivision shall sunset on or before December 31, 2009.

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of November 2008.

Approved and adopted this 19th day of November 2008.

TODD H. STROGER, President
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk