

**CONTRACT FOR REDISTRICTING SERVICES BETWEEN
CHAMPAIGN COUNTY AND WAYNE T. WILLIAMS Jr.**

This Professional Services Agreement (“Agreement”) is hereby entered into by **Champaign County** (hereinafter referred to as “County”) and **Wayne T. Williams, Jr.** (hereinafter referred to as “Consultant”).

WHEREAS, per the statute 10 ILCS 5/11-2, the Champaign County Board is responsible for setting election precinct boundaries and updating them following the national census and as needed; and

WHEREAS, this process is to provide the post-census update, as the 2020 census results were delayed and this is the first post-2020 census update effort by the Champaign County Board; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between Champaign County and the Consultant as follows:

1. Purpose: The intended purpose of this Agreement is for the Consultant to draft at least two (2) precinct mapping proposals following the requirements of 10 ILCS 5/11-2 for the Champaign County Board to consider and, if so choose, adopt.
2. County Responsibilities:
 - a. The County will provide the Consultant with a laptop computer with the necessary GIS software license, support for the GIS department for necessary mapping layers, and current voter registration data, which entails currently registered voters full name, addresses, and all voting districts for their current address, from the Champaign County Clerk’s Office (“project data and materials”).
 - b. The County will designate a representative for the Consultant to contact regarding any questions, resource issues, or support that is needed.
3. Consultant Responsibilities:
 - a. The Consultant will maintain the laptop in the same condition it was provided to them, keep it secure from both physical and electronic hazards, and return it at the termination of the contract.
 - b. The Consultant shall not provide or make available to any individual, entity, or organization any of the data, information, reports, or other materials produced pursuant to the terms of this Agreement without the written permission of the County.
 - c. The Consultant will maintain the security and confidentiality of all project data and materials at all times, and shall not retain, either physically or electronically,


any copies of project data or materials after the completion of the mapping services.

- d. The Consultant will provide a minimum of a monthly update to the designated County representative regarding the status of this Agreement.
 - e. The Consultant will abide by the following deadline unless alterations are agreed upon by both parties in writing.
 - f. April 30, 2025 - At least two (2) full county precinct mapping proposals will be completed and ready for presentation to the Champaign County Board.
 - i. Proposal is defined as a digital map of all proposed precincts and an Excel list of registered voters identified by full name, address, previous precinct, and proposed precinct.
 - g. The Consultant will complete adjustments to the mapping proposals as requested by the County until one option is approved by the Champaign County Board in July of 2025.
4. Term: The term of this Agreement shall commence as of March 1, 2024, and shall end July 31, 2025.
 5. Compensation: The County shall pay the Consultant the sum of FIVE THOUSAND DOLLARS for the performance of the services set forth herein. Once the first two map drafts are provided the County, the County shall pay the consultant ONE THOUSAND TWO HUNDRED FIFTY DOLLARS and once the final maps are presented to the County Board no later than the May 2025 Board meeting the remaining THREE THOUSAND SEVEN HUNDRED FIFTY will be paid by the County to the Consultant.
 6. Representations and Warranties: The Consultant represents and warrants that it has or shall acquire the skills and knowledge necessary to perform the terms of this Agreement in a proper, efficient, thorough and satisfactory manner, and it understands that the County is relying on such representations in contracting with it.
 7. Non-assignment. This Agreement shall not be assigned or delegated by either party to any subsidiary, successor, partner, employee, agent, or affiliate without the prior written consent of the other party. If the County permits the assignment of the services provided for hereunder at any one or more times, such assignment shall not be deemed permission to assign the performance of this Agreement at any other time or times.
 8. Applicable Law and Venue: The parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.
 9. Severability: In the event one or more of the provisions contained in this Agreement shall be determined, by a court of law having appropriate jurisdiction, to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in full force and effect.

10. Waiver: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall a failure to insist upon strict compliance with any right or power at any one time or times be deemed a waiver or relinquishment of any such term, covenant, condition, or right or power at any other time or times.
11. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties so long as at least one counterpart is executed by each party. A facsimile, portable document format (PDF) copy, photocopy, or other electronic form of any signature shall have the same force and effect as an original.
12. Default: If either party fails to comply with the terms of this Agreement, then the non-defaulting party shall have the right to enforce this Agreement by obtaining any remedy available to it under law or equity in the State of Illinois.
13. Public Statements: Consultant shall not issue any news releases or public statements with respect to this Agreement without the express written consent of the County, except to the extent otherwise required by law, in which case the Consultant shall use reasonable efforts to coordinate its release with the County.
14. Notice. Any notice, demand, or request required by or made pursuant to this Agreement must be in writing and will be deemed properly made if personally delivered or deposited in the United States mail, postage prepaid, to the representative specified below, and/or sent to the email address(es) that the Parties have routinely used to communicate with each other during the term of this Agreement. Provided, however, that any notice of termination must be sent by both email and United States certified mail, postage prepaid, return receipt requested and will not become effective until the date of receipt. Nothing in this paragraph is intended to restrict the transmission of routine communications between the Parties' representatives.
 - a. The name and mailing address of the County's representative for purposes of this notice provision, unless and until another person is designated in writing, is: Michelle Jett, 1776 E Washington St., Urbana, IL 61802
 - b. The name and mailing address of Consultant for purposes of this notice provision, unless and until another person is designated in writing, is: Wayne Williams, 1905 N Cunningham Ave, Apt 301C, Urbana, IL 61802.
15. Consultant agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Consultant, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

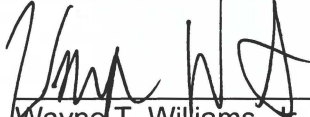
16. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
17. No Third-Party Rights Created: Nothing in this Agreement is intended to or shall create any rights or remedies in any party not a signatory to this agreement.
18. Entire Agreement and Amendment: This Agreement and any of the terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede(s) any prior agreements between them whether oral or written in connection herewith. No modifications of this Agreement shall be effective unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers effective as of the day and year first signed below.



Steve Summers
Champaign County Executive

03/08/24
Date



Wayne T. Williams, Jr.
Consultant

3-8-24
Date