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COUNTIES:
Regional Planning
Commission Contracts

Honorable Thomas J. Difanis
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Court House
Urbana, Illinois 61801

Dear Mr. Difanis:

I have your letter wherein you inquire whether the Champaign County Regional Planning Commission must present every contract in which it engages with other governmental bodies or private entities to the county board for approval. You also ask whether the county board may express its general concurrence to all contractual endeavors of the Commission at the beginning of each fiscal year. For the reasons hereinafter stated, it is my opinion that a regional planning commission must present only those contracts which involve the

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expenditure of funds or grants received from the Federal government, or its agencies, and from the departments, agencies and instrumentalities of State and local governments to the county board for its concurrence. It is also my opinion that an expression of general concurrence given at the beginning of a fiscal year will not be sufficient to validate subsequent contracts which need the concurrence of the county board.

A planning commission is a creature of the county creating it (Ill. Rev. Stat. 1975, ch. 34, par. 3001), but, once created, it is given certain powers under section 2 of "AN ACT to provide for regional planning and for the creation, organization and powers of regional planning commissions" (Ill. Rev. Stat. 1975, ch. 34, par. 3002) which provides in pertinent part as follows:

"The county board is hereby authorized to appropriate to the planning commission from any funds under its control and not otherwise appropriated, such sum as the county board may deem proper for said work as above, and within the amounts so appropriated, the regional planning commission shall have the authority:

* * *

(2) with the concurrence of the county board of any county to accept, receive and expend funds, grants and services from the

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federal government, or its agencies, and from departments, agencies and instrumentalities of state and local governments;

(3) to contract with respect to any funds, grants or services from whatever source derived;

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The above provision authorizes a planning commission to contract and requires the concurrence of the county board only on contracts involving the expenditure of funds received from Federal, State and local governmental entities and contracts involving the receipt of donated services from those entities. When the maxim of statutory construction expressio unius est exclusio alterius is applied to the above section, it must be concluded that the mention of specific instances in which the concurrence of the county board is required impliedly excludes instances not mentioned. Therefore, a planning commission is authorized, within the limits of its appropriation, to make contracts with private entities and governmental bodies (with regard to the expenditure of funds not provided by the governmental entity with which the regional planning commission is contracting) without securing the approval of the county board.

The subsection 2 requirement that receipt and accep-

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tance of services from other governmental bodies be approved by the county board does not extend to situations where a planning commission is using its funds to purchase services from another governmental body. Rather, the apparent intent of subsection 2 is to give the county board control over the use of funds, grants and services donated by other governmental bodies.

A county board has no authority to give a general concurrence at the beginning of each fiscal year to all of the contractual endeavors of a planning commission. Such a general concurrence would, in essence, constitute a delegation of authority vested in the county board, and a county board may not delegate duties or functions which require the exercise of judgment or discretion. (1945 Ill. Att'y. Gen. Op. 32.) Therefore, since approval of contracts is a duty requiring the exercise of judgment or discretion, it is incumbent upon the county board to give individual consideration to contracts which require its concurrence.

Very truly yours,

A T T O R N E Y G E N E R A L