Resolution Number _2020-08-04-A_

Fayette County, Illinois

A Resolution Amending the Location and Schedule for Meetings of the Fayette County Finance Committee and Fayette County Board Meeting

WHEREAS, the Illinois Department of Health and the Fayette County Health Department continue to recommend that social distancing is key in the control of possible spread of the COVID 19 virus; and

WHEREAS, the Fayette County Board must meet to conduct public business for the people of Fayette County; and

WHEREAS, the Fayette County Court House does not have facilities suitable to allow for social distancing of either members or the public; and

WHEREAS, the Illinois Open Meetings Act 5 ILCS 120/2.01 provides that all meetings are required to be public must be held at specified times and places that are convenient and open to the public.

NOW THEREFORE, the meetings of the Fayette County Board shall be held at the Moose Lodge Hall, a location suitable for social distancing of members and public, capable of accommodating significant public attendance and with ample parking and suitable access and facilities according to the Americans with Disabilities Act.

FURTHER, The Fayette County Finance Committee shall meet at the same location as the Fayette County Board at 6:00 PM on the same date.

FURTHER, The schedule of meetings for the remainder of FY 2020 shall be as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Meeting</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2020</td>
<td>6:00 PM</td>
<td>Finance Committee</td>
<td>Moose Lodge</td>
</tr>
<tr>
<td>September 1, 2020</td>
<td>7:00 PM</td>
<td>Regular Board Meeting</td>
<td>Moose Lodge</td>
</tr>
<tr>
<td>October 6, 2020</td>
<td>6:00 PM</td>
<td>Finance Committee</td>
<td>Moose Lodge</td>
</tr>
<tr>
<td>October 6, 2020</td>
<td>7:00 PM</td>
<td>Regular Board Meeting</td>
<td>Moose Lodge</td>
</tr>
<tr>
<td>November 9, 2020</td>
<td>6:00 PM</td>
<td>Finance Committee</td>
<td>Moose Lodge</td>
</tr>
<tr>
<td>November 9, 2020</td>
<td>7:00 PM</td>
<td>Regular Board Meeting</td>
<td>Moose Lodge</td>
</tr>
</tbody>
</table>

So says the Fayette County Board on the 4th day of August 2020.

Approved:                                Attest:

Jeffrey Beckman                           Jessica Barker
Fayette County Chairman                  Fayette County Clerk
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2020-08-04-B

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 4TH DAY OF AUGUST, 2020

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 4TH DAY OF AUGUST, 2020
ORDINANCE NO. 2020-08-04-B

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has therefore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk has reviewed and requested approval from the County Board of the attached Annual Peopleware Agreement (attached hereto as Exhibit A); and,

WHEREAS, that said Agreement is for the purpose of County Clerk’s business software and that the contract price of Eleven Thousand Seven Hundred and Five Dollars ($11,705.00) will be paid out of the County Clerk’s budget; and

WHEREAS, it is in the best interests of the County to approve the attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Annual Peopleware Agreement.

SECTION 3. AUTHORIZING TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Agreement in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.
SECTION 4. AUTHORIZATION TO OTHERS.

All Officers, Employees and Agents of the County are hereby authorized, empowered and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

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 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the $14^{th}$ day of August, 2020, upon yea and nay vote as follows:

Ayes 12

Nays 0

Absent 2

APPROVED by the Chairman of the Fayette County Board, Illinois on the 4$^{th}$ day of August, 2020.

Jeffrey E. Beckman, Chairman
Fayette County Board, Illinois

ATTEST:

Jessica Barker
Fayette County Clerk

{SEAL}
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2020, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Fayette County
221 S 7th Street
Vandalia, Illinois 62471

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer’s operating / application systems / data and assist in Customer’s emergency processing, at CIC’s then current hourly rate.
B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team’s active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

"INSTANT Response" – Customers utilizing our “Internet Accessible” Annual PEOPLEWARE System (APS) to log support calls by “Task Code” - Twenty-Four (24) Hours/Day – Seven (7) Days/Week, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of IMMEDIATE, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC's resolution documentation for a date range within the same “Task Code” to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS “Quick Reference” also provides Customers instant access to our most current Web Based Documentation for your specific “Task Code”, saving you valuable time normally spent looking for your current copy of CIC’s manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC’s open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current “PeopleWires”, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC’s recommended “temporary work around” with instructions can be viewed and printed, along with our current estimated PTF availability.
5. Finally, using APS, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by “Keyword”, Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC’s assistance in entering Customer’s questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC’s Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, “DESKTOP Response” and/or “ON-DEMAND Response” unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer’s location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC’s then current telephone / “DESKTOP Response” / “ON-DEMAND Response” hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC’s vendors in resolving Customer’s questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer’s existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer’s satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC’s vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC’s vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC’s employees access to Customer’s computer hardware, operating and application systems, communication networks and/or other related areas of Customer’s automation environment including access to Customer’s Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.
Customer further agrees to make its employees available to CIC at Customer's location to facilitate
effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and
understands that failure to do so can result in additional CIC effort / time, which may be billable to
Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary
by one of the parties may be furnished by it to the other party from time to time in the performance of this
Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information
except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and
related documentation are of substantial importance and it shall be Customer's obligation to protect said
procedures and related documentation from unauthorized disclosure or use and to destroy all such
confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging
and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt
of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that
party's negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with
regard to Customer's proprietary rights to use all computer hardware, operating and application systems,
communication networks and/or other related areas of Customer's automation environment. CIC will
defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary
rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject
to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer
agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform
according to the respective vendor's and CIC's published specifications, that any and all such warranties
provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the
Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this
Agreement will not prevent the Customer's computer hardware, operating and application systems,
communication networks and/or other related areas of Customer's automation environment from operating
and providing the functionality previously available to Customer. The warranty stated herein shall
survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer
hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed
or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a
particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use,
indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of
equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL
PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for
support and enhancements.
Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party’s approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC’s issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC’s revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer’s satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Illinois.

Waiver – The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer’s internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.
Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: _____________________________       By: _____________________________
Computer Information Concepts, Inc.       Fayette County, Illinois
Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2020

ANNUAL PEOPLEWARE

$ 4,520.00 Support – Operating Systems
$  .00 – Server Farm
   “Without an On-Site Full Time Network Technician”
$  .00 – Personal Computer / Server, Department and/or County File Server(s)
   “With an On-Site Full Time Network Technician”
$  750.00 – Department / County with Maximum of Six (6) Hardware Devices
   “Without an On-Site Full Time Network Technician”
$ 1,500.00 – Personal Computer / Server or Department File Server
   “Without an On-Site Full Time Network Technician”
$ 2,500.00 – County File Server(s)
   “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC’s vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC’s then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

2,540.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – Annual Lease – 4 Users
1,980.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – Annual Lease – 20GB

6,510.00 Support – Application Systems

840.00 E-Recording Acceptance – w/”CIC State Wide Software License”
100.00 INSTANT Sharing / Seat – 2 Seats
4,070.00 Records Management / Imaging – Illinois
660.00 Remote Access / Printing Service w/CIC State Wide Software License
200.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – 20GB
640.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 4 Users
Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2020

ANNUAL PEOPLEWARE Continued

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000.00</td>
<td>Enhancements – Application Systems</td>
</tr>
<tr>
<td>220.00</td>
<td>E-Recording Acceptance – w/&quot;CIC State Wide Software License&quot;</td>
</tr>
<tr>
<td>445.00</td>
<td>Records Management / Imaging – Illinois</td>
</tr>
<tr>
<td>155.00</td>
<td>Remote Access / Printing Service w/CIC State Wide Software License</td>
</tr>
<tr>
<td>180.00</td>
<td>Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL &amp; Terminal Server) – 4 Users</td>
</tr>
<tr>
<td>(325.00)</td>
<td>Annual Peopleware INSTANT Response Support Call Log Credit – 85.37% Logged</td>
</tr>
<tr>
<td>$11,705.00</td>
<td>ANNUAL PEOPLEWARE TOTAL</td>
</tr>
</tbody>
</table>
Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2020

PRODUCTS / SERVICES TO BE PROVIDED:

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail</th>
<th>Discounted</th>
</tr>
</thead>
</table>

TOTAL RETAIL PRICE $x,xxx.xx
TOTAL EXHIBIT PRICE $x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC’s receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

   OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

   Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _________________________________
Computer Information Concepts, Inc.

Exhibit Date

By: _________________________________
Customer

Acceptance Date

8-4-2020
ORDINANCE NUMBER 2020-08-04-C
Budget Appropriations and Tax Levy Ordinance

WHEREAS, in accordance with the provisions of 55 ILCS 5/6-1001, the Fayette County Board at its regular meeting November 12, 2019 adopted the Fayette County, Illinois Budget Appropriations and Tax Levy Ordinance for the fiscal year ending November 30, 2020; and

WHEREAS, the Fayette County Board and Cities of Vandalia, St Elmo, Brownstown, Farina, Ramsey, St Peters entered into agreement on Animal Control Services and revenues are anticipated as part of that agreement; and

WHEREAS, the Animal Control Ordinance authorizes the Animal Control Administer to assess fees upon residents for various animal related functions; and

WHEREAS, the structure for Animal Control has been altered since the approval of the FY 2020 Budget and expenses are anticipated in different categories.

NOW THEREFORE, BE IT ORDAINED by the Fayette County Board that the Fayette County FY 2020 Budget be amended for Animal Control Related Revenues and Expenses:

<table>
<thead>
<tr>
<th>Revenue Code</th>
<th>Description</th>
<th>Original Budget</th>
<th>Amended Feb 2020</th>
<th>New Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>000-334.64</td>
<td>ANIMAL CONTROL - ST ELMO</td>
<td>$2,000</td>
<td>0</td>
<td>$2,461</td>
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<td>000-334.65</td>
<td>ANIMAL CONTROL - VANDALIA</td>
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<td>ANIMAL CONTROL - BROWNSTOWN</td>
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<td>000-334.67</td>
<td>ANIMAL CONTROL - FARINA</td>
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<td>$2,051</td>
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<td>ANIMAL CONTROL - ST PETER</td>
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<td>$1,640</td>
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<tr>
<td>TOTALS</td>
<td></td>
<td>$21,000</td>
<td></td>
<td>$31,169</td>
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CHANGE IN DESCRIPTION

<table>
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<th>Expense Code</th>
<th>Description</th>
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<th>Amended Feb 2020</th>
<th>New Amount</th>
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<tbody>
<tr>
<td>071-431.40</td>
<td>Contract Animal Control</td>
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<td>$37,000</td>
<td>$-</td>
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<tr>
<td>071-431.40</td>
<td>Transition Costs</td>
<td>$-</td>
<td>$-</td>
<td>$28,500</td>
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NEW EXPENSE ITEMS

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<tr>
<th>Expense Code</th>
<th>Description</th>
<th>Original Budget</th>
<th>Amended Feb 2020</th>
<th>New Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>071-455.15</td>
<td>Rabies tags / Certificates</td>
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<td>$600</td>
<td>$600</td>
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<td>071-455.16</td>
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<td>$-</td>
<td>$500</td>
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<td>071-455.18</td>
<td>AC Fuel</td>
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<td>071-455.19</td>
<td>Animal Food</td>
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<tr>
<td>071-455.20</td>
<td>AC Administrator</td>
<td>$-</td>
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<tr>
<td>071-455.21</td>
<td>VET Services</td>
<td>$-</td>
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</tr>
<tr>
<td>071-455.22</td>
<td>Weekend Feeder / Deputy Warden</td>
<td>$-</td>
<td>$-</td>
<td>$1,100</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$58,600</td>
<td>$37,600</td>
<td>$54,700</td>
</tr>
</tbody>
</table>
PRESENTED, APPROVED and ORDAINED by the Fayette County Board in regular session on August 4, 2020.

[Signature]
Fayette County, Illinois, Chairman

ATTEST:

[Signature]
Fayette County Clerk
Resolution Number 2020-08-04-D

FAYETTE COUNTY ILLINOIS
RESOLUTION TO ENGAGE CONTRACT DURBIN VETERINARY CLINIC SERVICES

WHEREAS, Fayette County Animal Control provides services for lost and stray canines to ensure the safety and well-being of animals and people in the County; and

WHEREAS, Durbin Vet Clinic services are required to euthanize unclaimed canines and provide triage and humane care for non-terminal injured canines; and

WHEREAS, the County wishes to contracts with Durbin Vet Clinic to provide health services for canines presented by the County; and

WHEREAS, the county agrees to the price scale presented by Durbin Vet Clinic; and

WHEREAS, funds for this agreement are included in the 2020 Animal Control Start Up Costs and anticipated in the 2021 Animal Control Budget; and

WHEREAS, Durbin Vet Clinic expenses related to a canine later claimed by the owner or determined by the court to be due to inhuman treatment by the owner, shall be borne by the owner along with any other fees and/or fined determined by the court; and

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board authorizes the Fayette County Chairman to execute the attached contract for services with Durbin Vet Clinic.

PRESENTED, APPROVED and ORDAINED by the Fayette County Board in regular session on August 4, 2020.

Fayette County, Illinois, Chairman

ATTEST

Fayette County Clerk
AN AGREEMENT WITH FAYETTE COUNTY, ILLINOIS
TO PROVIDE DURBIN VETERINARY CLINIC SERVICES

This Agreement for Professional Services (the "Agreement") is by and between Fayette County, Illinois, an incorporated body politic in the State of Illinois, with its principle office at Fayette County, 221 South Seventh Street, Fayette County Courthouse, Vandalia, IL 62471-0000 (hereinafter the "County"), and Durbin Vet Clinic, 1209 E 3rd St, St Peter, IL (hereinafter the "Durbin Vet Clinic").

WHEREAS, the County finds that the Durbin Vet Clinic is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, the County finds that the Durbin Vet Clinic is qualified to perform the work, all relevant factors considered, and that such performance will be in the furtherance of the County's business.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties here to agree as follows:

1. Durbin Vet Clinic shall be the veterinarian of Record for Fayette County

   1.1. Durbin Vet Clinic shall serve as the veterinarian of Recorder for consultation on issues and programs as needed to meet statutory requirements.

   1.2. Payment for such services shall be determined on a case-by-case basis.

2. Type of animal to be treated

   2.1. Durbin Vet Clinic shall provide veterinarian services canines and felines only as requested by the Animal Control staff or designees of the County.

3. Professional Testimony in Court

   3.1. Durbin Vet Clinic shall give professional testimony in court for criminal or civil litigation, and for administrative hearings, when necessary at the request of the County.

   3.2. Payment for such services shall be determined on a case-by-case basis.
4. Negotiated Pricing

4.1. Durbin Vet Clinic shall provide services for animals at the request of the Fayette County Animal Control Administrator using the following pricing scale.

**Euthanize Canine**

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-50 lbs.</td>
<td>$30.00</td>
</tr>
<tr>
<td>51-100 lbs.</td>
<td>$40.00</td>
</tr>
<tr>
<td>101-200</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Disposal of Bodies**

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-40 lbs.</td>
<td>$40.00</td>
</tr>
<tr>
<td>41-80 lbs.</td>
<td>$60.00</td>
</tr>
<tr>
<td>81-120 lbs.</td>
<td>$100.00</td>
</tr>
<tr>
<td>121-200 lbs.</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**Boarding**

Daily $10.00

**Spay / Neuter Rescue Dog**

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-60 lbs.</td>
<td>$67.00</td>
</tr>
<tr>
<td>61-100 lbs.</td>
<td>$100.00</td>
</tr>
<tr>
<td>100-150 lbs.</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**10% Discount on Treatments**

5. Emergency Care

5.1. Durbin Vet Clinic shall provide emergency care for animals at the request of the Fayette County Animal Control Administrator. Services for the treatment of animals shall include, but are not limited to, routine and emergency calls during normal working hours and emergency calls after hours. Routine and emergency calls during normal working hours are performed in either the at the Durbin Vet Clinic office or off site at a specified location. Emergency after hour calls are performed at the Durbin Vet Clinic office/clinic.

5.2. Durbin Vet Clinic compensation shall be at 10% discount on the current rate provided by Durbin Vet Clinic to other customers.
6. Indemnification

6.1. The County shall indemnify and hold harmless the Durbin Vet Clinic from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Durbin Vet Clinic's services under this Agreement.

6.2. The Durbin Vet Clinic shall indemnify and hold harmless the County from all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, deemed outside of the Durbin Vet Clinic's services under this Agreement.

7. Termination.

7.1. This agreement may be terminated by either party for any reason with 30 days written notice.

8. Liability.

8.1. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.


9.1. THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COUNTY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.
10.0 Miscellaneous Provisions.

10.1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

10.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

10.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

10.4. This Agreement shall not be assigned by either party without the express consent of the other party.

10.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

10.6. This Agreement is be governed by and construed in accordance with the laws of the State of Illinois, County of Fayette without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in the State of Illinois.

Agreed and Enacted as defined herein.

Fayette County, Illinois, Chairman

Durbin Vet Clinic, St Peter, Illinois