State of Illinois  Ordinance
County of Fayette  NO: 2015-02-10-A

ORDINANCE NUMBER 2015-02-10-A
AN ORDINANCE APPROVING 3 ELECTION JUDGES FOR CONSOLIDATED ELECTIONS
IN FAYETTE COUNTY, ILLINOIS

WHEREAS, the County of Fayette has considered the appointment of 3 Election Judges instead of 5 for the odd-year regular election, the Consolidated Election, in any emergency referendum election or in any special primary or special election called for the purpose of filling a vacancy in the office of representative in the United States Congress or to nominate candidates for such purpose, in accordance with the Illinois Compiled Statutes 10 ILCS 5/13-2.

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

The County Board makes the appointment of 3 judges of election to serve in lieu of the 5 judges of election in this odd-year regular elections, or in any emergency referendum election or in any special primary or special election called for the purpose of filling a vacancy in the United States Congress or to nominate candidates for such purpose

Approved and passed the 10th day of February, 2015 by the Fayette County Board.

Elected Board Members  14
AYE ___
NAY ___
ABSENT ___

Vicky L Conder
Clerk of Fayette County, Illinois

APPROVED by the Chairman of the Fayette County Board, this 10th day of February, 2015.

Stephen L Knebel, Chairman
Chairman of Fayette County, Illinois
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-02-10-B

AN ORDINANCE APPROVING THE FIRST AMENDMENT
TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT FAYETTE COUNTY, ILLINOIS BETWEEN
CORRECTIONAL HEALTHCARE COMPANIES, INC. AND
FAYETTE COUNTY, ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 10TH DAY OF FEBRUARY, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 10TH DAY OF FEBRUARY, 2015
ORDINANCE NO. 2015-02-10-B

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT FAYETTE COUNTY, ILLINOIS BETWEEN CORRECTIONAL HEALTHCARE COMPANIES, INC. AND FAYETTE COUNTY, ILLINOIS

WHEREAS, Fayette County, Illinois (the "County"), has heretofore 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 Fayette County Sheriff has received a request to amend the original Agreement between Correctional Healthcare Companies, Inc. effective December 1, 2012; and,

WHEREAS, the First Amendment to the Agreement (attached hereto) sets the contract length from December 1, 2014 through November 30, 2015 at the year base rate of $69,209.76 to be paid in equal monthly installments of $5,767.48 subject to any reconciliations as indicated in the original Agreement; and

WHEREAS, it is in the best interests of the County to approve the attached Agreement to provide the required health care services to those incarcerated in the Fayette County Jail from time to time.

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 First Amendment to the Agreement for Inmate Health Care Services at Fayette County, Illinois.

SECTION 3. AUTHORIZATION 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 Agreement. Upon passage and signing of this Ordinance and the Agreement, 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 Agreement.

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 10TH day of February, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY

JAKE HARRIS

JOHN C. DANIELS, JR.

STEPHEN L. KNEBEL

JEFFREY BECKMAN

GLEN W. DANIELS

JOHN BLYTHE

DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JOE E. KELLY
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOUR

APPROVED by the Chairman of the Fayette County Board, Illinois on the 10th day of February, 2015.

Stephen Knebel, Chairperson
Fayette County Board, Illinois

ATTEST:

Terri D. Braun
Fayette County Clerk

[SEAL]
Inmate Medical Services at the Fayette County Jail  
*Effective: December 1, 2014 to November 30, 2015*

Correctional Healthcare Companies, Inc. (CHC) will continue providing professional healthcare services at the Fayette County Jail in accordance with the contract executed on December 1, 2012. Please refer to the contract and any subsequent amendment(s) for complete scope of staffing and services provided. In addition, the following changes will be incorporated into the renewal contract as discussed amongst the parties:

- Increase current cap amount to $12,000

CHC submits the following Cost Proposal to Fayette County for the renewal period, incorporating all services that will be provided to the County:

\[
\begin{align*}
\text{\$5,313.64 per month (Current Cost)} \\
\times & \quad 2.5\% \text{ CPI Increase} \\
= & \quad \text{\$5,446.48 per month (Base Renewal Cost)} \\
+ & \quad \text{\$321.00 per month of Changes to Staffing / Services} \\
= & \quad \text{\$5,767.48 per month (Renewal Cost)} \\
\text{\$69,209.76 annually}
\end{align*}
\]

For professional health care services rendered at the Fayette County Jail, CHC will charge $5,767.48 per month from December 1, 2014 through November 30, 2015. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through November 30, 2015.

The terms of this price quote shall expire November 3, 2014, if not accepted prior to that date by Fayette County.

Respectfully Submitted:

[Signature]

Don Houston, Chief Operating Officer
The undersigned is authorized by Fayette County to accept the above terms. Once we receive a signed copy of this document, CHC’s legal department will draft a contract amendment for the County.

[Signature]
Authorized Fayette County Representative

[Signature]
Date Signed
8/27/14

[Signature]
Print Name

[Signature]
Title
Sheriff
FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT
FAYETTE COUNTY, ILLINOIS
(Effective December 1, 2014)

This is the First Amendment to the Agreement for Inmate Health Care Services at Fayette County,
Illinois effective December 1, 2012 through November 30, 2013, to which the COUNTY and CHC
subsequently executed a Letter of Understanding effective December 1, 2013 (hereinafter “AGREEMENT”)
between Correctional Healthcare Companies, Inc., (hereinafter “CHC”) and Fayette County, Illinois (hereinafter
the “COUNTY”).

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and
agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the Parties agree that effective December 1, 2014, Paragraphs 1.19, 8.0, and 9.0 of the
AGREEMENT shall be deleted and amended to state as follows:

1.19 FINANCIAL LIMITATIONS. CHC’s maximum liability for costs associated with the provision of off-
site medical or other healthcare services which include, but are not limited to, the services in paragraphs
1.2, 1.4, 1.6, 1.9, 1.14, 1.15, and 1.17 shall be Twelve Thousand Dollars ($12,000.00) in the aggregate per
CONTRACT YEAR, to be pro-rated for any partial contract years (the “CAP AMOUNT”). Costs for any
medical or other health services, as set forth above, which are provided to INMATES/DETAINNEES
during the CONTRACT YEAR which are in excess of the CAP AMOUNT shall be the responsibility of
the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is reached, CHC will continue to
provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on
behalf of the COUNTY, as long as the COUNTY remains current with payments due under this
AGREEMENT. Amounts paid by CHC which are over the CAP AMOUNT will be periodically
reconciled with the COUNTY pursuant to paragraph 8.1.2.

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY
to CHC under this AGREEMENT is Sixty-Nine Thousand Two Hundred Nine Dollars and seventy-six
cents ($69,209.76) for a period of twelve (12) months. Each monthly payment shall be at Five Thousand
Seven Hundred Sixty-Seven Dollars and forty-eight cents ($5,767.48), pro-rated for any partial months
and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on
the 1st day of December, 2014 for services administered in the month of December, 2014. Each monthly
payment thereafter is to be paid by the COUNTY to CHIC before or on the 1st day of the month of the
month of service.

9.0 TERM. The term of this AGREEMENT shall be one (1) year from December 1, 2014 at 12:01 a.m.,
through November 30, 2015 at 11:59 p.m. This AGREEMENT shall automatically renew for additional
one year periods on December 1st of each subsequent year following the expiration of this AGREEMENT
and subject to mutually agreed upon increases, unless this AGREEMENT is terminated or notice of
termination is given, as set forth in this Article.
Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

**County of Fayette, Illinois**  
By: ____________________________  
Chris Smith  
Title: Fayette County Sheriff  
Date: ____________________________

**Correctional Healthcare Companies, Inc.**  
By: ____________________________  
Don Houston  
Title: Chief Operating Officer  
Date: ____________________________
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-02-16-C

AN ORDINANCE APPROVING THE REPUBLIC SERVICES AGREEMENT (GARBAGE SERVICES SHERIFF'S OFFICE)

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 10TH DAY OF FEBRUARY, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 10TH DAY OF FEBRUARY, 2015
ORDINANCE NO. 2015-02-10-C

AN ORDINANCE APPROVING THE REPUBLIC SERVICES AGREEMENT (GARBAGE SERVICES SHERIFF'S OFFICE)

WHEREAS, Fayette County, Illinois (the "County"), has heretofore 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 Fayette County Sheriff has received multiple bids for one 6.0 yard container for garbage service to be picked up twice per week and the Republic Services bid was the lowest at the rate of $120.00 per month for three years; 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 Republic Services Agreement.

SECTION 3. AUTHORIZATION 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 Agreement. Upon passage and signing of this Ordinance and the Agreement, 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,
APPROVED by the Chairman of the Fayette County Board, Illinois on the 10th day of February, 2015.

Stephen Knebel, Chairperson
Fayette County Board, Illinois

ATTEST:

[Signature]
Fayette County Clerk

(SEAL)
appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

**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 10TH day of February, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY
JAKE HARRIS
JOHN C. DANIELS, JR.
STEPHEN L. KNEBEL
JEFFREY BECKMAN
GLEN W. DANIELS
JOHN BLYTHE
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JOE E. KELLY
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOUR
FAYETTE COUNTY
GARBAGE CONTRACT
AND BIDS

CONTRACT OK ________________________

JOSH OR AMANDA

FORWARD FOR COUNTY BOARD APPROVAL
AT THE FEBRUARY 10TH MEETING PLEASE

CHRIS SMITH ________________________
1/22/2015

Sherriff Chris Smith
FAYETTE COUNTY SHERIFFS DEPT
221 S 7TH ST
VANDALIA, IL 62471

FAYETTE COUNTY SHERIFFS DEPT:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 618-656-6883. It's that easy.

<table>
<thead>
<tr>
<th>Service Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMALL CONTAINERS</td>
</tr>
<tr>
<td>New</td>
</tr>
<tr>
<td>Equipment Qty/Type/Size:</td>
</tr>
<tr>
<td>Frequency:</td>
</tr>
<tr>
<td>Material Type</td>
</tr>
<tr>
<td>Base Rate:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated Monthly Amount *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Container Base Rates</td>
</tr>
<tr>
<td>Total Estimated Amount</td>
</tr>
</tbody>
</table>

Dee Wooley
Republic Services
618-781-0284
DWooley@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.
# Customer Service Agreement

**Agreement Number:** A15101012  
**Account Number:** 350-6001475  
**Email:** csmith@fayettecountyillinois.org

## Terms and Conditions

**Services.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and company agrees to furnish such services.

**Term.** The initial term of this Agreement shall start on the date on which service under this agreement commences and shall continue for 36 months. Thereafter this agreement shall automatically renew for successive 36 month terms unless either party gives written notice of termination to the other at least 60 days before the end of the then current term. Any notice of termination under this agreement by customer shall be void unless sent via certified mail, return receipt requested, and actually received by Company.

**Waste Materials.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**Title.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.
PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of $20 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Customer may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws; Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collection and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Company shall pay Customer an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Company acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: ___________________________ DATE: ___________________________
January 9, 2015

Fayette County Sheriff’s Department
Attn: Sheriff Chris Smith
221 S. 7th Street
Vandalia, IL. 62471

Dear Sheriff Smith:

Per your request for us to review pricing and the possibility of a service change for your facility at the above address. We understand reviewing your service levels and trying to reduce your cost for waste removal. I would like to offer you the following options to pick from:

Current service level is:

1-6 yard serviced 3 times per week – new rate offer $180.00/mo.
1-95 gallon cart 1 time per week – new rate offer $ 14.00/mo.

Other options:

1-6 yard serviced 2 times per week - $120.00/mo.
or
1-8 yard serviced 2 times per week - $160.00/mo.

All of the above quotes are flat monthly rates with no fees added to them.

This will require a new 36 months term due to the lowering of our rates. We can adjust the new agreement so that it doesn’t automatically renew like the present agreement in place does and is scheduled to expire on 4-30-2017. I have attached a copy of your current agreement for your review. We want to work with you on your pricing concerns and hope that the above quote shows that effort.

Please let me know if you have any questions or concerns, my cell phone is 618-781-0284.

Sincerely,

Dee Wooley
Account Manager
In response to your bid request: Countryside Disposal Inc. would supply (1) 6 yard dumpster to be emptied every Monday and Friday. The cost is $175.00 per month billed quarterly ($525.00 per quarter). Thank you for allowing us the opportunity to bid this site. If this is acceptable please call us to confirm and discuss delivery date. 618-427-3347
The price for a 6yd dumpster to be serviced on a twice a week basis at the Vandalia location would be $160 a month. If you have any further questions please let us know, thank you!
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-02-10-D

AN ORDINANCE APPROVING THE MORPHOTRUST USA, INC. SYSTEM MAINTENANCE TERMS AND CONDITIONS (SHERIFF’S OFFICE)

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 10TH DAY OF FEBRUARY, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 10TH DAY OF FEBRUARY, 2015
ORDINANCE NO. 2015-02-10-D

AN ORDINANCE APPROVING THE MORPHOTRUST USA, INC. SYSTEM MAINTENANCE TERMS AND CONDITIONS (SHERIFF'S OFFICE)

WHEREAS, Fayette County, Illinois (the "County"), has heretofore 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 Fayette County Sheriff has notice that its annual maintenance agreement for the Live Scan System was allowed to expire; however, MorphoTrust USA, Inc. has kindly agreed to continue to perform maintenance as such Live Scan System is imperative to the operation of processing arrested individuals; and,

WHEREAS, the MorphoTrust USA, Inc. System Maintenance Terms and Conditions (attached hereto) sets the contract length from August 1, 2014 through July 31, 2015 for the annual price of $2,512.00 and can be renewed for one additional year thereafter; and

WHEREAS, it is in the best interests of the County to approve the attached Agreement to provide the required health care services to those incarcerated in the Fayette County Jail from time to time.

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 MorphoTrust USA, Inc. System Maintenance Terms and Conditions.

SECTION 3. AUTHORIZATION 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 Agreement. Upon passage and signing of this Ordinance and the Agreement, 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 Agreement.

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 10th day of February, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY

JAKE HARRIS

JOHN C. DANIELS, JR.

STEPHEN L. KNEBEL

JEFFREY BECKMAN

GLEN W. DANIELS

JOHN BLYTHE

DEAN J. BERNHARDT
KEITH COLE  
DARRELL SCHAAAL  
JOE E. KELLY  
GLENN GURTNER  
TROY L. PATTILLO  
WADE WILHOUR  

APPROVED by the Chairman of the Fayette County Board, Illinois on the __________ day of February, 2015.

Stephen Knebel, Chairperson  
Fayette County Board, Illinois

ATTEST:

Terri D. Braun  
Fayette County Clerk

{SEAL}
SAFRAN
MorphoTrust USA
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

BILL TO: FAYETTE COUNTY SHERIFF
221 SOUTH SEVENTH STREET

VANDALIA, IL 62471
United States

QUOTE ID: 6038
QUOTE DATE: 03/25/14
CUSTOMER ID: BD-16430
PRICE LIST: SL-LAWENF

COVERAGE
START DATE: 08/01/14
END DATE: 07/31/15

Gave copy to Terese on 3/25/14 for payment.

VANDALIA, IL 62471

COVERED TYPE

DESCRIPTION

SERIAL NUMBER

QTY

PRICE

EQUIPMENT LOCATION: FAYETTE COUNTY SHERIFF - 221 SOUTH SEVENTH STREET VANDALIA, IL 62471

<table>
<thead>
<tr>
<th>EQUIPMENT LOCATION</th>
<th>DESCRIPTION</th>
<th>SERIAL NUMBER</th>
<th>QTY</th>
<th>PRICE</th>
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TOTAL: $2,512.00

PLEASE CHECK PREFERRED BILLING:

☐ ANNUAL INVOICE OR ☐ QUARTERLY INVOICE OR ☐ MONTHLY INVOICE

NAME: DEBRA BLANCHARD
TITLE: Maintenance Contract Admin
PHONE: (616) 447-2626
FAX: (952) 852-8747
EMAIL: DBlanchard@morphotrust.com

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

Quote ID: 6038
W-9
Department of the Treasury
Internal Revenue Service

Form W-9 (Rev. 8-2013)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

Employer identification number

27-4388807

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

Date

2/4/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

Cat. No. 10231X
MORPHOTRUST USA, INC.
SYSTEM MAINTENANCE TERMS AND CONDITIONS
for use with
U.S. End User Customers
covering
MorphoTrust™ Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system (“System”) described in MorphoTrust USA, Inc.’s (“MorphoTrust”) current Maintenance Agreement Addendum (“Addendum”) with customer (“Customer”), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services (“Services”) set forth and in accordance with the terms herein (this “Agreement”) and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by MorphoTrust are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. Included With All Remedial Maintenance Services are as follows:

   • Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
   • TouchCare Support Center managed problem escalation, as required, to MorphoTrust’s technical support staff to resolve unique problems.
   • MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust’s property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
   • MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for 24/7 Maintenance Services and 9/5 Maintenance Services Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An “Update” means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. MorphoTrust’s 24/7 Maintenance Services are as follows:

   • Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust’s Help Desk.
   • MorphoTrust’s Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer’s facility for on-site service.
   • If on-site service is necessary, such service shall be provided 24/7, including holidays. MorphoTrust shall use its best efforts to have an MorphoTrust’s field service engineer at the
Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort. Generally, a significant development effort is one that takes MorphoTrust more than one full business day to develop, and a significant deployment effort is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.

- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer's facility for on-site service.

- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort. Generally, a significant development effort is one that takes MorphoTrust more than one full business day to develop, and a significant deployment effort is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's Help Desk Maintenance Services are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.

- Customer shall maintain at least one (1) MorphoTrust trained System manager on the
Customer’s System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust’s periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust’s Help Desk.

- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust’s shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust’s Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.

- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer’s responsibility to remove such markings.]

- Upon Customer’s request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have an MorphoTrust field service engineer at the Customer’s facility within 48 hours from the time the engineer is dispatched by MorphoTrust’s Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust’s then current rates and travel policies, respectively. Prior to dispatch of an MorphoTrust engineer, Customer shall either provide MorphoTrust with a purchase order (“P.O.”), complete MorphoTrust’s P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust’s Preventive Maintenance Services are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust’s specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.

- Preventive maintenance service calls are only available in connection with MorphoTrust’s 24/7 Maintenance Services and MorphoTrust’s 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust’s then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond MorphoTrust’s control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust’s authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer’s software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer’s expense.
• Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
• Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust’s System documentation.

B. Availability of Additional Services. At Customer’s request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust’s then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust’s receipt of a Customer P.O., Customer’s completion of MorphoTrust’s P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust’s inspection will be billed at MorphoTrust’s current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer’s sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact MorphoTrust’s TouchCare Support Center by calling 1-888-HELP-JDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust’s receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties’ mutual agreement and Customer’s execution of an updated Addendum and MorphoTrust’s receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncorrected for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust’s current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust’s invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay MorphoTrust’s fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current “non contract/per call” rates on a COD basis. Customer agrees to pay MorphoTrust’s costs and expenses of collection including the maximum attorneys’ fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF
IX. MISCELLANEOUS

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer’s contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust’s Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.

VIII. LIMITED LICENSE TO UPDATES

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust’s end user license for the MorphoTrust’s software delivered as part of the System shall govern Customer’s use of the Updates.