STATE OF ILLINOIS  )
COUNTY OF FAYETTE   )

RESOLUTION
NO:  2016-01-12-A

RESOLUTION

WHEREAS; Fayette County desires to replace the existing structure over a Tributary to Linn Creek, where the same is crossed by T.R. 290 (1275E), three(3) miles NE of the Vandalia Correctional Center, Structure No. 026-3276; and

WHEREAS; Federal Highway Funds are available to pay for 80% of the construction cost of said bridge; and

WHEREAS; the Illinois Department of Transportation will be receiving sealed bids for the construction of Str. No. 026-3464, Sefton Road District, Section 14-13134-00-BR; and

WHEREAS; the County Engineer recommends awarding a contract for the construction of the Sefton Road District bridge, Section 14-13134-00-BR, to the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED; that the County Board shall obligate sufficient funds, from the Township Bridge Program and Federal Aid Matching Fund, in order to cover the local share of the construction cost, estimated to be $50,000, for said bridge; and

BE IT FINALLY RESOLVED; that the award of said construction contract shall be dependent on the concurrence of the Illinois Department of Transportation.


\[Signatures\]
Jeffrey E. Beckman,
Fayette County Board Chairman

I, Vicky L. Conder, County Clerk, in and for Fayette County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the County Board of Fayette County at its meeting on the __________ day of January __________, 20___.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this __________ day of January __________, 20___.

\[Seal\]
Vicky L. Conder,
Fayette County Clerk
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

- **Local Name**: 1275E Road
- **Route**: TR 290
- **Length**: 0.038 m
- **Termini**: Three (3) miles northeast of the Vandalia Correctional Center over a Tributary to Linn Creek

**Project Description**

This section involves the removal of the existing structure and construction of a new, single span bridge, consisting of PPC deck beams on pile bent abutments. The proposed bridge will have a through width of 24'-0" and a length of 62'-4" to back of abutments.

**Division of Cost**

<table>
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<tr>
<th>Type of Work</th>
<th>STP-Br</th>
<th>TBP</th>
<th>LPA</th>
<th>Total</th>
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<tr>
<td>Preliminary Engineering</td>
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<td>$13,000</td>
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</table>

**NOTE:**

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only).

**Method of Financing (State Contract Work Only)**

- **METHOD A---Lump Sum (60% of LPA Obligation)**
- **METHOD B---Monthly Payments of** due by the of each successive month.
- **METHOD C---LPA's Share $50,000** divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

To regulate parking and traffic in accordance with the approved project report.

To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence
of a USDOT- approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the
provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further
payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate
or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or
amendment shall be subject to the Prevailing Wage Act (020 ILCS 130/0.81 et seq.) unless the provisions of that Act exempt its
application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 - Location Map, Number 2 - LPA Appropriation Resolution and Number 3 - Jurisdictional

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement
and all Addenda indicated above.

APPROVED

Local Public Agency

Mr. Jeffrey E. Beckman

Name of Official (Print or Type Name)

Fayette County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

[Signature] 1-12-16

Date

The above signature certifies the agency’s TIN number is 37-6000800 conducting business as a Governmental
Entity.

DUNS Number 055354604

APPROVED

State of Illinois

Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jim Ofcarokin, Acting Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this
agreement is required.
LOCATION MAP
TR 290 BRIDGE OVER
TRIBUTARY TO LINN CREEK
SECTION 14-13134-00-BR
FAYETTE COUNTY, ILLINOIS
JURISDICTIONAL ADDENDUM NO. 3

Fayette County
Sefton Road District
Section 14-13134-00-BR
Project BROS-0051(100)

Paragraph (4) on Page 2 under Local Agency Agrees is hereby revised to read "The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement".

[Signature]
Highway Commissioner
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER __2016-01-12-B__

AN ORDINANCE APPROVING THE SECOND
AMENDMENT TO THE AGREEMENT FOR INMATE
HEALTH CARE SERVICES FOR FAYETTE COUNTY,
ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _____12th_________ DAY OF JANUARY, 2016

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________________ DAY OF JANUARY, 2016
ORDINANCE NO. 2016-01-12-B

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES

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, Correctional HealthCare Companies, Inc. and Fayette County previously entered into an Agreement that was effective December 1, 2012 through November 30, 2013 to which the Fayette County and Correctional Healthcare Companies, Inc subsequently executed a Letter of Understanding effective December 1, 2013 and amended December 1, 2014 (Second Amendment to the Agreement for Inmate Health Care Services for Fayette County, IL is attached and incorporated herein as Exhibit A in triplicate); and,

WHEREAS, that said Amendment is for the purpose of allowing Correctional HealthCare Companies to continue servicing the medical needs of the inmates housed at the Fayette and to amend Paragraphs 2.0, 8.0, and 11.8 of the original agreement; and

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

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 Second 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 Amendment 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 Amendment. Upon passage and signing of this Ordinance and the Amendment, 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 12th day of January, 2016, upon yea and nay vote as follows:

JEAN B. FINLEY  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
JOHN BLYTHE  Yea
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
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<tr>
<td>DARRELL SCHAA</td>
<td>Yea</td>
</tr>
<tr>
<td>JOE E. KELLY</td>
<td>Yea</td>
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<tr>
<td>GLENN GURTNER</td>
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<td>TROY L. PATILLO</td>
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<tr>
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<td>Yea</td>
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<tr>
<td>CHAD AUSTIN</td>
<td>Absent</td>
</tr>
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APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of January, 2016.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky Conder
Fayette County Clerk

[SEAL]
SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT FAYETTE COUNTY, ILLINOIS
(Effective December 1, 2015)

This is the Second Amendment to the Agreement for Inmate Health Care Services at Fayette County, Illinois effective December 1, 2012 through November 30, 2013, to which the Fayette County and Correctional Healthcare Companies, Inc. subsequently executed a Letter of Understanding effective December 1, 2013, and amended December 1, 2014 (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, 2015:

1. Paragraph 2.0 of the Agreement is hereby deleted in its entirety and replaced with the following language in lieu thereof:

2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article 1, and further described in the Staffing Matrix attached hereto as Exhibit 1.

2. Paragraph 8.0 of the Agreement is hereby deleted in its entirety and replaced with the following language in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the County to CHC under this Agreement is Seventy Thousand Five Hundred Ninety-Three Dollars and ninety-six cents ($70,593.96) for a period of twelve (12) months. Each monthly payment shall be Five Thousand Eight Hundred Eighty-Two Dollars and eighty-three cents ($5,882.83), 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, 2015 for services administered in the month of December, 2015. Each monthly payment thereafter is to be paid by the County to CHC before or on the 1st day of the month of the month of service.
3. The first sentence of Paragraph 9.0 shall be deleted and replaced with the following:
"The term of this Agreement shall be one (1) year from December 1, 2015 at 12:01 a.m. through
November 30, 2016 at 11:59 p.m."

4. Paragraph 11.8 of the Agreement shall be amended to reflect CHC’s new notice address:

Correctional Healthcare Companies, Inc.
General Counsel
1283 Murfreesboro Road; Suite 500
Nashville, TN 37217

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: ______________________
    Jeffrey E. Beckman
    Title: Board Chairman
    Date: 1.12.16

Correctional Healthcare Companies, Inc.

By: ______________________
    Cary McClure
    Title: Assistant Secretary
    Date: ______________________
EXHIBIT 1

STAFFING MATRIX

FAYETTE COUNTY JAIL
VANDALIA, ILLINOIS

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<td><strong>Total Hours/FTE</strong></td>
<td><strong>13</strong></td>
<td><strong>0.33</strong></td>
</tr>
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</table>
November 6, 2015

Chris Smith, Sheriff
Fayette County, Illinois
221 South Seventh Street
Vandalia, IL 61471

RE: Inmate Health Services

Sheriff Smith,

In response to your request, below is the listed service currently covered under your contract for Inmate Medical Services in the jail:

1. Staffing:
   a. 10 hours per week of Licensed Practical Nurse
   b. Up to 1 hour per week of Physician Services
   c. Up to 2 hours per week of Mental Health Services
   d. 24/7 on-call services of a physician and/or nurse.

2. Scope of Services:
   a. Health Assessments
   b. Sick Call
   c. Medical Supplies/Equipment of $100 or less

3. Services with Capped Amount of $8,500 per contract year (100% rebate of unused amount)
   a. Pathology/Radiology Services
   b. Pharmacy Services
   c. Hospitalization
   d. Dental Emergency
   e. Specialty Services which includes care for Pregnant females

Please keep in mind, inmates housed within the jail which are U. S. Marshalls, their pharmacy and off-site expenses are generally billed directly to the U. S. Marshalls.

Please let me know if you have any questions and/or concerns.

Sincerely,

[Signature]

Andrew D. Walter
Senior Vice President, Operations
(309) 256-0689
RESOLUTION NO. 2016-01-12-C

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 County, along with the Fayette County Sheriff, has previously entered into the Illinois Fraternal Order of Police Labor Council Union Agreement; and,

WHEREAS, the bargaining unit and the Union have requested an amendment to Section 16.6 of the Union Agreement; and

WHEREAS, it is in the best interest of Fayette County to ratify the amendment, a copy of which is attached hereto; and

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

SECTION 1. Recitals.

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

SECTION 2. Approval of Recommendation.

The County hereby approves the amendment to Section 16.6 of the Illinois Fraternal Order of Police Labor Council Union Agreement.

SECTION 3. Authorization to Officers.

The Fayette County Board Chairman is authorized, empowered and directed to execute the amendment to Section 16.6 of the Illinois Fraternal Order of Police Labor Council Union Agreement in the name of Fayette County. The County Clerk is hereby authorized empowered and directed to attest the signature of the Chairman on such Agreement. Upon passage and signing of this Resolution, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. Severability.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the 12th day of January, 2016, upon yea and nay vote as follows:

JEAN B. FINLEY
JAKE HARRIS
JOHN C. DANIELS, JR.
JEFFREY BECKMAN
GLEN W. DANIELS
JOHN BLYTHE
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JOE E. KELLY
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOURL
CHAD AUSTIN

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of January, 2016.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky Conder
Fayette County Clerk

[SEAL]
Sideletter to Agreement
Between
Fayette County/Fayette County Sheriff
And
IL FOP Labor Council
Representing
Fayette County FOP #111

The Employer (Fayette County/Fayette County Sheriff) and the Union (IL FOP Labor Council, representing Fayette County FOP #111) agree to modify Section 16.6 of their Collective Bargaining Agreement (Agreement). Modifications shall add the position of Jail Administrator to the section. Modifications shall also amend how longevity is calculated upon return to the bargaining unit for the positions of Chief Deputy and Jail Administrator. All other provisions of the Agreement shall remain status quo.

Section 16.6 is amended as shown with bold type and strikethrough type:

Section 16.6. Chief Deputy or Jail Administrator Position and Bargaining Unit Seniority

Any bargaining unit employee who is promoted to the position of Chief Deputy or Jail Administrator shall have their seniority rights impacted in the following manner:

1. Classification seniority shall cease to accumulate for the period during which any employee holds the Chief Deputy or Jail Administrator position. Classification seniority which has accumulated prior to the promotion will remain at that level until the employee returns to the bargaining unit, at which time the employee will again begin accruing classification seniority within the bargaining unit.

2. Seniority for longevity pay will be based upon classification seniority, as measured in #1 above Department seniority, as defined in part 5, Definitions, below. Time spent outside the bargaining unit as Chief Deputy or Jail Administrator shall count toward longevity pay upon return to the bargaining unit.

3. Seniority for vacation accumulation will be based on total county employment seniority.

4. Seniority for pension accumulation shall be based on length of total full time county employment seniority.
5. Definitions:

County employment seniority: The length of continuous service an employee has been employed full time in any department of Fayette County.

Classification seniority: The length of service time an employee has held a single Fraternal Order of Police bargaining unit classification within the Fayette County Sheriff's Office.

Department seniority: The length of service time an employee has held any Fraternal Order of Police bargaining unit positions within the Fayette County Sheriff's Office.

Signed:

[Signature]

Fayette County FOP #111

[Signature]

IL FOP Labor Council

[Signature]

Fayette County Sheriff
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2016-01-12-D

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF JANUARY, 2016

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ____________ DAY OF JANUARY, 2016
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 __12th__ day of
January, 2016, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>JEAN B. FINLEY</td>
<td>Yea</td>
</tr>
<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
</tr>
<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>Yea</td>
</tr>
<tr>
<td>JEFFREY BECKMAN</td>
<td>Yea</td>
</tr>
<tr>
<td>GLEN W. DANIELS</td>
<td>Yea</td>
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<tr>
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<td>Yea</td>
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<tr>
<td>DARRELL SCHAAL</td>
<td>Yea</td>
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<tr>
<td>JOE E. KELLY</td>
<td>Yea</td>
</tr>
<tr>
<td>GLENN GURTNER</td>
<td>Yea</td>
</tr>
<tr>
<td>TROY L. PATILLO</td>
<td>Absent</td>
</tr>
<tr>
<td>WADE WILHOUR</td>
<td>Yea</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Absent</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of January, 2016.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
INTERGOVERNMENTAL AGREEMENT

WHEREAS, a vacancy exists in the office of Multi Township Assessor for Multi Township Tax Assessment District # 5, Fayette County, Illinois; and

WHEREAS, there is no person qualified to perform the duties of Tax Assessor for the Multi Township Tax Assessment District # 5; Consisting of Ortego, Sefton and Wheatland Townships: and

WHEREAS, PURSUANT TO 35ILCS 200/2-60, the Multi township shall contract with a person qualifies to do the assessing at the cost no greater than the maximum salary authorized for the Multi Township #5 Tax Assessor; and,

WHEREAS, the Fayette County Supervisor of Assessments Cindi Lotz is qualified to assess property under the provisions of 35 ILCS 200/2-45 and is willing to do so under the terms and conditions set forth herein;

THEREFORE, IT IS AGREED between the Multi Township Assessment District # 5 and the County of Fayette as Follows:

1. The duties of Tax Assessor for Multi Township Assessment District # 5, Fayette County, Illinois, shall be performed by and under the direction of Fayette County Supervisor of Assessments Cindi Lotz under the terms and conditions set forth herein.

2. In order to assist the Supervisor of Assessments in performing the additional duties as Multi township assessment District # 5 Assessor, the County of Fayette will employ Sabrina M Porter on a temporary part-time basis to work under the Supervisor of Assessments for the specific purpose of assisting in the duties of Multi Township Assessor. Sabrina M Porter will be paid at entry level and receive those benefits accorded to temporary part-time employees of Fayette County.

3. The board of trustees of Multi Township Assessment District #5 here by agrees to reimburse the County of Fayette for the salary, payroll taxes and expenses incurred for the additional personnel necessary to perform the duties of Multi Township Assessor. The County of Fayette shall submit itemized statements detailing hours worked, payroll and employment taxes and expenses incurred in the performance of the assessor’s duties. Reimbursement shall be made within 30 days after submission of the said itemized statements. Maximum compensation shall not exceed $5,200 for salaries and related expenses and $1,500 expense reimbursement for Calendar year 2016

4. This agreement shall be for the term of one (1) year and may be terminated prior thereto under the following circumstances:

   1. Upon thirty (30) days written notice of intent to terminate either party;

   2. Upon the qualification and appointment of an Assessor by Multi Township Assessment District # 5; or
3. Upon failure to timely (within 30 days) cure a default by either party after having been given written notice of failure to perform under the terms of this Agreement.

5. All correspondence related to this Agreement and performance hereunder shall be sent by first class mail, to the following persons at the addresses listed below:

MULTI TOWNSHIP ASSESSMENT DISTRICT #5

ATTN: LINDA CUNNINGHAM

2180 N. 1350 ST

BROWNSTOWN, IL 62418

FAYETTE COUNTY SUPERVISOR OF ASSESSMENTS

ATTN: CINDI LOTZ, SUPERVISOR

FAYETTE COUNTY COURT HOUSE

221 SOUHY SEVENTH STREET

VANDALIA, IL 62471

6. This agreement shall become effective upon its passage and approval by the Board of Trustees of Multi Township District #5 and the Fayette County Board of Supervisors.

DATED this 12th day of January, 2016

MULTI TOWNSHIP

ASSESSMENT DISTRICT #5

BY: Linda Cunningham

Linda Cunningham

Chairman

FAYETTE COUNTY

BY: Jeff Beckman

Jeff Beckman

Chairman
CONTRACT
(Animal Control Officer and Administrator)

THIS CONTRACT is made and entered this 12th day of January ____, 2016, by and between the County of Fayette, Illinois, hereinafter referred to as County, and Connie Heaton, d/b/a Heaton-Heistand Veterinarian Hospital, hereinafter referred to as Contractor.

For and in consideration of the mutual promises, covenants and agreements of the parties hereinafter set forth, it is agreed:

1. County agrees to hire Dr. Connie Heaton, d/b/a Heaton-Heistand Veterinarian Hospital, as an independent Contractor, to handle all animal control duties for the County of Fayette, and any or all of the Cities, Villages and Municipalities located in Fayette County as determined by County, including the picking up, storing, feeding, destroying or otherwise disposing of all animals and providing convenient times and places to leave animals for the purpose of Contractor taking control of them. Contractor agrees to perform the duties of Animal Control Officer and Administrator under the direction of the Fayette County Sheriff and Fayette County Board.

2. The length of this contract shall be for a term of two (2) years beginning January 1, 2016 and expiring December 31, 2017.

3. County agrees to pay Contractor $58,000.00 per year. Contractor shall be paid on a monthly basis.

4. County Rabies Control Officer: Contractor shall assume and perform the duties of the County’s Rabies Control Officer. Contractor shall be responsible for purchasing rabies tags at a reasonable cost and shall be reimbursed for the costs of said tags by County.

5. Contractor agrees to perform contract day and night, year round, providing complete animal control services for County being responsible for the unincorporated county areas and, upon request of local authorities, for the cities, villages, and municipalities, as determined by County, contained within Fayette County, Illinois.

6. Contractor shall maintain an adequate kennel, with runs, concrete floor, cyclone fencing, quarantine pens and other necessary facilities, all in conformance with recognized standards as to facilities for the impoundment of all animals, and maintain the facilities in good and sound condition of repair.

7. Contractor is by this contract and shall at all times remain an independent contractor. She shall have full responsibility for all animal control duties, including the picking up, storing, feeding, destroying and otherwise disposing of all animals and providing convenient times and places for the citizens of Fayette County to leave animals for the purpose of Contractor taking control of them.
8. In her operations of the kennel, Contractor shall keep and maintain the same in a clean and sanitary condition and see that all animals, if any there be are fed, watered, and cared for in accordance with recognized humane standards, and cause the disposition of all diseased or unclaimed animals in accordance with lawful and recognized humane standards and practices.

9. Contractor agrees to collect fees as per any County Ordinance providing for animal control which may be in effect during the term of this contract. Contractor shall keep record of fees collected and shall present all fees collected to the County Treasurer in a timely fashion.

10. Contractor will notify the local law enforcement department when making a call on a complaint. Contractor is to request local law enforcement department’s help or assistance if enforcement of any criminal or quasi-criminal laws or ordinances might be involved. Example: fine, use of gun, vicious animal, impoundment, etc.

11. Contractor must keep records of the following:
   a. Animals picked-up, dropped off at kennel, boarded and euthanized.
   b. Supplies such as food and medical supplies.
   c. Mileage records on trips involving animal control. This must include date, time, place of destination, name of animal owner, name of person making complaint and the odometer reading (beginning of trip and end of trip) for total mileage.

   With exception of compensation outlines in above paragraph number three, Contractor is to receive no additional compensation for performing these duties.

12. The Contractor shall have the authority to employ such other Assistant(s) Animal Control Officer(s) as she shall deem necessary to perform the Obligations of her office under the terms of this agreement. Said Assistant(s) shall be designated as subcontractors for which the Contractor is completely liable for salaries, expenses, and liability for any misfeasance or malfeasance by the same.

13. The Contractor and/or her Assistant(s), if any, shall dress in such a manner as to adequately alert the public as to their position as an Animal Control Officer whenever responding to a call in their capacity as an Animal Control Officer.

14. **Phone and Pager:** Contractor shall, at the expense of the Contractor, maintain a telephone and pager service whereby the public can contact Contractor. Said telephone and pager numbers shall be listed in a local phone book and published from time to time in local newspapers.

15. **Adoption:** Contractor shall be responsible for implementing and overseeing an animal adoption program to encourage the adoption of stray and unwanted pets and animals.
16. Contractor shall prepare and submit an annual report to the County Board including information concerning all information collected and records kept.

17. Contractor shall maintain, at the Contractor’s expense, all appropriate licenses and certifications as required by Illinois and Federal law.

18. In the event an animal needs to be euthanized, the Contractor shall give notice of not less than seven (7) days to the animal’s owner prior to the disposal of the animal.

Approved by the Fayette County Board on the 12th day of January, 2016, during their regular board meeting.

Jeffrey Beckman, Chairman
Fayette County Board

Dr. Connie Heaton
Contractor

ATTEST:

Vicky Conder, Clerk
Fayette County Board