COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-08-08-A

AN ORDINANCE APPROVING THE CONTRACT BETWEEN FAYETTE COUNTY AND CALLONE

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 8th DAY OF AUGUST, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 8th DAY OF AUGUST, 2017
ORDINANCE NO. 2017-08-08-A

AN ORDINANCE APPROVING THE CONTRACT BETWEEN
FAYETTE COUNTY AND CALLONE

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, CallOne has provided telecommunication services on behalf of the Fayette County Courthouse over the year pursuant to prior Agreements and,

WHEREAS, that said Agreement is up for renewal for a period of twelve (12) months (copy of said Agreement is attached hereto as Exhibit A); 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 Agreement between Fayette County and CallOne.

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 Contract. 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 8th day of August, 2017, upon yea and nay vote as follows:

BRYCE KISTLER          YEA
JAKE HARRIS            YEA
JOHN C. DANIELS, JR.   YEA
JEFFREY BECKMAN        YEA
GLEN W. DANIELS        YEA
MARK ISIAH             YEA
DEAN J. BERNHARDT      YEA
KEITH COLE             ABSENT
DARRELL SCHAAL         YEA
JENNY WAGGONER         YEA
GLENN GURTNER          YEA
TROY L. PATILLO        VACANT
WADE WILHOUR           YEA
CHAD AUSTIN            ABSENT
APPROVED by the Chairman of the Fayette County Board, Illinois on the 08th day of August, 2017.

Jeffrey Blackman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
Renewal
Customer Service Agreement
This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer  Fayette County
P.O. Box 401
Address  221 S. 7th Street
City  Vandalia
ST  IL  ZIP  62471

Please check box to determine term and discount
[X] 1 Year
[ ] 2 Year
[ ] 3 Year

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Prices subject to change. Carrier Access - WAIVED.

Service/Additional Terms:
Renewal of existing services.

Billing Telephone Numbers (BTN) associated with this account:

<table>
<thead>
<tr>
<th>Physical Location</th>
<th>City, State</th>
<th>BTN</th>
</tr>
</thead>
<tbody>
<tr>
<td>221 S SEVENTH</td>
<td>VANDALIA, IL</td>
<td>618-283-1772</td>
</tr>
<tr>
<td>221 S SEVENTH</td>
<td>VANDALIA, IL</td>
<td>618-283-2141</td>
</tr>
<tr>
<td>8001 @ ROUTE 185 NORTH</td>
<td>VANDALIA, IL</td>
<td>618-283-3961</td>
</tr>
<tr>
<td>927 @ ROUTE 185 NORTH</td>
<td>VANDALIA, IL</td>
<td>618-283-5025</td>
</tr>
<tr>
<td>221 S SEVENTH</td>
<td>VANDALIA, IL</td>
<td>618-283-3961</td>
</tr>
<tr>
<td>221 S SEVENTH</td>
<td>VANDALIA, IL</td>
<td>618-283-9471</td>
</tr>
<tr>
<td>221 S 7th</td>
<td>Vandalia, IL</td>
<td>877-282-5001</td>
</tr>
<tr>
<td>221 S 7th</td>
<td>Vandalia, IL</td>
<td>877-638-2141</td>
</tr>
</tbody>
</table>

Authorized customer signature:

JEFFREY E. BECKMAN  CHAIRMAN

CallOne authorized signature:

Print name  Date
Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"). Effective as of the date the Services are installed or first provided (the "Effective Date"). This agreement shall renew, on the same terms and conditions, for successive one-year terms unless either party has given sixty (60) days prior written notice of termination of this Agreement. Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.

2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.

3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.

4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.

5. **Early Termination/Cancellation.** Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days' notice in writing of any cancellation or termination of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the monthly recurring charges for the remainder of the Term. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to have terminated the Service(s) and will be liable for all early termination charges. (c) If Customer Cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.

6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.

7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.

8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.

9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.

11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials  JEB  

Call One initials  

Call One Inc.  

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301  

Page 2 of 2
COUNTY OF FAYETTE, ILLINOIS

Ordinance Number 2017-08-08-B

AN ORDINANCE APPROVING INCREASE IN SHERIFF'S FEES

Adopted by the Fayette County Board
Of the County of Fayette, Illinois
This 8th Day of August, 2017

Published by the authority of
The County Board of Fayette County
This August 11, 2017 Day of August, 2017
ORDINANCE NO. 2017-08-08-B

AN ORDINANCE APPROVING INCREASE IN SHERIFF FEES

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, 55 ILCS 5/4-5001 provides that the statutory County Sheriff fees may be increased by the County Board if an increase is “justified by an acceptable cost study” as described by 55 ILCS 5/4-5001; and,

WHEREAS, both 55 ILCS 5/4-5001 require a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, 730 ILCS 125/17 provides that the Sheriff may seek reimbursement for medical treatment costs; and

WHEREAS, a statement of costs (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC has been prepared; and

WHEREAS, based on the Bellwether, LLC study and the recommendation of the County Sheriff; and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Fayette County Sheriff; and

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

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 fee change and that the County Code is amended to reflect the fee change.

SECTION 3. AUTHORIZATION TO OFFICERS.

Upon passage and signing of this Ordinance, 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.

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 8th day of August, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  YEA
JAKE HARRIS  YEA
JOHN C. DANIELS, JR.  YEA
JEFFREY BECKMAN  YEA
GLEN W. DANIELS  YEA
MARK ISAIAH  YEA
DEAN J. BERNHARDT  YEA
KEITH COLE  ABSENT
DARRELL SCHAAL  YEA
JENNY WAGGONER  YEA
GLENN GURTNER  YEA
TROY L. PATILLO  VACANT
WADE WILHOURE  YEA
CHAD AUSTIN  ABSENT

APPROVED by the Chairman of the Fayette County Board, Illinois on the __8th____ day of August, 2017.

Jeffrey R. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

[SEAL]
FEE SCHEDULE FOR FAYETTE COUNTY SHERIFF

Process Service.................................................................$50.00
Returning Each Process.....................................................$12.00
Civil/Eviction Standby/Replevin.......................................$78.00
Taking Bond/Bail Fee..........................................................$40.00
Home Detention.................................................................$20.00
Work Release/Weekend Service.........................................$25.00
Weekend Service...............................................................$25.00
Inmate Nurse Visit (per request)........................................$20.00
Inmate in Jail Doctor Visit (per request)...............................$30.00
Inmate Prescriptions..........................................................$10.00
Escort Inmate to medical/dental outside of jail.......................$40.00
Government Performance Services

Cost of Services

Fayette County, Illinois
Sheriff / Jail Fees

June 2017
The *Sheriff's Department* is well organized with engaged and capable staff. We used data and comments provided by staff to develop models of staff effort and time spent.

The following fees were reviewed as part of this project:

### Process Service / Civil Standby / Sheriff Sale
- Serving Summons / Garnishment / Subpoena / Attachment / Summons
- Serving Judgment / injunction / Levy
- Serving Replevin
- Serving Warrant
- Returning each process
- Removing property
- Executing deed of sale
- Executing deed of redemption
- Certificate of sale with duplicates
- Certificate of levy and filing
- Order of possession of real estate
- Eviction Enforcement (2 deputies)

### Jail / Inmate Fees
- Taking Bail (Bond Fee)
- Attending court with prisoner (habeas ccrpus)
- Attending court with prisoner (any proceeding)
- taking bonds on all legal process
- Executing requisitions from other states
- Transporting prisoner between counties
- Transport to state facility
- Transport from penitentiary to county
- For attending supreme court
- Inmate Nurse Visit (per request)
- Inmate In Jail Doctor Visit (per request)
- Escort Inmate to medical / dental outside of jail

Fees are defined by state laws and county ordinances. County governments may charter cost studies to review the appropriateness of these fees and make adjustments to meet actual expenses. The process and authority to adjust these fees are addressed in laws of the State of Illinois.

(55 ILCS 5/4-5001) (from Ch. 34, par. 4-5001) prescribing:

The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department or other instrumentality of the State. The county board may, however, by ordinance, increase the fees allowed by this Section and collect those increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the costs of providing the service. A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public records and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.
Section 730 addresses expenses related to the housing of inmates. In part it provides direction whereby counties may collect fees for medical expenses incurred.

(730 ILCS 125/17) (from Ch. 75, par. 117)

"To the extent that such person is reasonably able to pay for such care, including reimbursement from any insurance program or from other medical benefit programs available to such person, he or she shall reimburse the county or arresting authority."

The project team observed that some expenses within the Sheriff's Department may be eligible for allocation to the other funds. For example the expense to store body camera files (server costs) have been considered a risk mitigation expense in other counties and with proper documentation in a County Risk Mitigation Plan may be and attributable to the Tort / Liability Fund.

745 ILCS 10/9-107

“A local public entity may annually levy or have levied on its behalf taxes upon all taxable property within its territory at a rate that will produce a sum that will be sufficient to: (i) pay the cost of insurance, individual or joint self-insurance (including reserves thereon), including all operating and administrative costs and expenses directly associated therewith, claims services and risk management directly attributable to loss prevention and loss reduction;”

Summary of Results

Information suggests that the fees reviewed as part of this project are not sufficient to recover actual costs. Adjusting fees to actual costs would result in the following estimated increases:

<table>
<thead>
<tr>
<th>Fee Category</th>
<th>Gross Potential Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Service / Civil Standby / Etc.</td>
<td>$ 13,417</td>
</tr>
<tr>
<td>Jail / Inmate Fees / Bond Fee</td>
<td>$ 43,259</td>
</tr>
<tr>
<td><strong>Total Gross Potential</strong></td>
<td><strong>$ 56,676</strong></td>
</tr>
</tbody>
</table>

Actual annual revenue may vary based on the final fee established and the actual annual volume of transactions.
The following charts provide an overview of the gap among statute fees (blue) current fees (red) and actual costs (green) to provide services and demonstrate the components of the fee and the potential fee rounded down to the nearest whole dollar.

**Process Service / Civil Standby / Etc**

![Chart showing administrative fees for process service and civil eviction standby/replevin services.]

**JAIL FEES**

![Chart showing jail fees for various services.]

---

Bellwether LLC
Management Services & Consulting

11
## Detailed Fee Data

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Statute Fee</th>
<th>Statute Mileage</th>
<th>2016 Fees</th>
<th>Total Labor</th>
<th>Total Equlp</th>
<th>Actual Total Cost</th>
<th>Added</th>
<th>Gap</th>
<th>Rounded Value</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Service / Other</td>
<td>$10.00</td>
<td>$0.50</td>
<td>$95.00</td>
<td>$46.24</td>
<td>$4.10</td>
<td>$50.44</td>
<td>$1.00</td>
<td>15.44</td>
<td>$50.00</td>
<td>$12,345.00</td>
</tr>
<tr>
<td>Returning each process</td>
<td>$5.00</td>
<td>$0.50</td>
<td>$10.00</td>
<td>$12.09</td>
<td>$-</td>
<td>$12.09</td>
<td>$1.09</td>
<td>12.00</td>
<td>$400.00</td>
<td></td>
</tr>
<tr>
<td>Civil / Eviction Standby / Reprieve</td>
<td>$-</td>
<td>$50.00</td>
<td>$74.26</td>
<td>$4.10</td>
<td>$-</td>
<td>$78.36</td>
<td>$1.00</td>
<td>78.00</td>
<td>$672.00</td>
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<tr>
<td>JAIL FEES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$15,417.00</td>
</tr>
<tr>
<td>Taking Bail (Bond Fee)</td>
<td>$1.00</td>
<td>$30.00</td>
<td>$42.02</td>
<td>$-</td>
<td>$42.02</td>
<td>$12.92</td>
<td>$42.02</td>
<td>12.92</td>
<td>$7,044.00</td>
<td></td>
</tr>
<tr>
<td>Home Detention</td>
<td></td>
<td>$0.30</td>
<td>$12.00</td>
<td>$15.79</td>
<td>$5.00</td>
<td>$20.79</td>
<td>$8.79</td>
<td>20.79</td>
<td>$35.16</td>
<td></td>
</tr>
<tr>
<td>Work Release / Weekend Service</td>
<td></td>
<td>$20.00</td>
<td>$26.76</td>
<td>$-</td>
<td>$26.76</td>
<td>$26.76</td>
<td>$6.25</td>
<td>26.76</td>
<td>$31,200.00</td>
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</tr>
<tr>
<td>Weekend Service</td>
<td></td>
<td>$20.00</td>
<td>$25.39</td>
<td>$-</td>
<td>$25.39</td>
<td>$25.39</td>
<td>$5.39</td>
<td>25.00</td>
<td>$1,200.00</td>
<td></td>
</tr>
<tr>
<td>Inmate Nurse Visit (per request)</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$20.39</td>
<td>$-</td>
<td>$20.39</td>
<td>$10.39</td>
<td>$20.00</td>
<td>20.00</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>Inmate in Jail Doctor Visit (per request)</td>
<td>$-</td>
<td>$5.00</td>
<td>$30.99</td>
<td>$-</td>
<td>$30.99</td>
<td>$25.39</td>
<td>$30.00</td>
<td>30.00</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>Inmate Prescriptions</td>
<td>$5.00</td>
<td>$3.40</td>
<td>$7.50</td>
<td>$10.90</td>
<td>$5.90</td>
<td>$10.00</td>
<td>$10.00</td>
<td>10.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Escort Inmate to medical / dental outside of jail</td>
<td>$-</td>
<td>$40.78</td>
<td>$-</td>
<td>$40.78</td>
<td>$40.78</td>
<td>$40.78</td>
<td>$40.00</td>
<td>40.00</td>
<td>$480.00</td>
<td></td>
</tr>
</tbody>
</table>

Annual increases in revenue were estimated when information was available.

Bellwether assumes the information provided by the departments to be true and accurate to the best of their ability and does not propose specific recommendations for establishing or changing fees. Our observations suggest an increase in some fees may be warranted and acceptable under current state law. The decision to change or add fees is the sole responsibility of Fayette County government.
Attachment A – Sample County Board Action on Sheriff Fees

WHEREAS, 55 ILCS 5/4-5001 provides that the statutory County Sheriff fees may be increased by the County Board if an increase is “justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/4-5001) are not sufficient to cover the costs of providing the services”; and

WHEREAS, 55 ILCS 5/4-5001 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, 730 ILCS 125/17 provides that the Sheriff may seek reimbursement for medical treatment costs; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether LLC. has been prepared; and

WHEREAS, based on the Bellwether LLC study and the recommendation of the County Sheriff, and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Fayette County Sheriff.

NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

INSERT NEW FEE SCHEDULE HERE
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-08-08-C

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 8th _______________ DAY OF AUGUST, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS _______ 08th _______________ DAY OF AUGUST, 2017
ORDINANCE NO. 2017-08-08-C

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

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

WHEREAS, that said contract is for the purpose of County Clerk's business software and that the contract price of Eight Thousand One Hundred Sixty Dollars ($8,160.00) will be paid out of the County Clerk's budget; and

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

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

SECTION 1. INCORPORATION OF PREAMBLES.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Annual Peopleware Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

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

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary,
appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

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

ADOPTED by the County Board of the Fayette County, Illinois on the 8th day of August, 2016, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRYCE KISTLER</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>
</tr>
<tr>
<td>MARK ISAIAH</td>
<td>YEA</td>
</tr>
<tr>
<td>DEAN J. BERNHARDT</td>
<td>YEA</td>
</tr>
<tr>
<td>KEITH COLE</td>
<td>ABSENT</td>
</tr>
<tr>
<td>DARRELL SCHAAAL</td>
<td>YEA</td>
</tr>
<tr>
<td>JENNY WAGGONER</td>
<td>YEA</td>
</tr>
<tr>
<td>GLENN GURTNER</td>
<td>YEA</td>
</tr>
<tr>
<td>TROY L. PATTILLO</td>
<td>VACANT</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 08th day of August, 2017.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
August 1, 2017

Ms. Connie Hirtzel
Fayette County
221 S 7th Street
Vandalia, Illinois 62471

Dear Ms. Hirtzel,

Please sign both copies of our enclosed Annual Peopleware Agreement (page 6), retaining one (1) copy for your files and returning the remaining copy along with your payment in the amount of $7,753.00 before September 1, 2017, to continue accessing Annual PEOPLEWARE via www.cicesp.com or toll free at (800) 437-7457 –

**Twenty-Four (24) Hours/Day – Seven (7) Days/Week!!!**

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

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

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

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

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

**DESKTOP Response / Resolution**— Actively participate in resolution of your support, enhancement and training issues without the wasted time and expense previously required to travel on-site. Using state of the art web conferencing technology, our technical support staff can immediately “observe” your desktop from our office, significantly reducing the time and effort required to resolve issues and provide just-in-time training without the wasted time and expense our competitors still charge for traveling to your location.

**“BETTER THAN ON-SITE”!**

**ON-DEMAND Response / Resolution**— Access pre-recorded software demonstrations / training sessions, etc, from your standard Internet browser. Available from the right side of our home page, ON-DEMAND Response initially provides a list of all sessions currently available. After selecting the demonstration / training session of your choice and entering a password provided by CIC’s Resource Development and/or PEOPLEWARE Staff, you may view the selected software demonstration or training session, including audio and video of the presenter and their related presentation materials, whiteboards, PC desktop, software applications, etc., necessary to convey their message. Session player controls including pause, rewind, and fast forward further provide you control over playback for maximum time management.

**“AT YOUR CONVENIENCE & AS MANY TIMES AS YOU LIKE!!”**

Finally, our Annual Peopleware Agreement includes all regulatory, user defined and vendor enhancements identified, prioritized and approved by our Users during our “free” Annual User Symposium, or as needed during the year by your Enhancement Review Team Representatives. Although our enhancements are normally delivered annually, along with our Task Based, Internet Accessible User Manuals, the actual enhancements to be included and the date of each release is also determined by our Users. While our annual charge for enhancements is also determined and approved annually by our Users, CIC further guarantees to deliver any and all State / Federal regulatory enhancements, regardless of cost, without any additional charge to our Customers.

Guaranteed Response Time - Our PEOPLEWARE and Technical Teams guarantee a maximum of IMMEDIATE 2, 4 or 8 hour response to any questions, problems, etc. encountered during your utilization of our Automation Solutions.

CIC also assumes exclusive responsibility for communicating and coordinating with all vendors, as may be necessary, in resolving your problems. In summary, CIC’s "Total Solution Plan" delivers all three (3) “wares”: hard, soft &

**PEOPLE — 24 HOURS / DAY - 7 DAYS / WEEK!!!**

Sincerely,

Melayna Clark-Rael
mclark-rael@ciesp.com
or (800) 437-7457, ext. 157
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2017, by and between

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

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

Fayette County
221 S 7th Street
Vandalia, Illinois 62471

hereinafter referred to as "Customer".

WITNESSETH:

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

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

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

ANNUAL PEOPLEWARE

A. **Hardware**

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

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

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

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

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

C. PEOPLEWARE

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

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

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

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

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

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

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

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

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

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

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

**GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: [Signature]  By: [Signature]
Computer Information Concepts, Inc.  Fayette County, Illinois
**EXHIBIT A**

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2017.

**ANNUAL PEOPLEWARE**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,980.00</td>
<td>Support – Operating Systems</td>
</tr>
<tr>
<td>$0.00</td>
<td>Server Farm</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$0.00</td>
<td>Personal Computer / Server, Department and/or County File Server(s)</td>
</tr>
<tr>
<td></td>
<td>“With an On-Site Full Time Network Technician”</td>
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<tr>
<td>$750.00</td>
<td>Department / County with Maximum of Six (6) Hardware Devices</td>
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<tr>
<td></td>
<td>“With an On-Site Full Time Network Technician”</td>
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<tr>
<td>$1,500.00</td>
<td>Personal Computer / Server or Department File Server</td>
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<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
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<tr>
<td>$2,500.00</td>
<td>County File Server(s)</td>
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<tr>
<td></td>
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</tbody>
</table>

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

1,980.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – Annual Lease – 20GB

5,058.00 Support – Application Systems

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<td>4,070.00</td>
<td>Records Management / Imaging – Illinois</td>
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<tr>
<td>660.00</td>
<td>ONE-TIME 10% Credit for Records Management / Imaging .NET Version</td>
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<tr>
<td>200.00</td>
<td>Remote Access / Printing Service w/CIC State Wide Software License</td>
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<tr>
<td></td>
<td>Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server &amp; SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – 20GB</td>
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715.00 Enhancements – Application Systems

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<td>MinutesTaker Board</td>
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<tr>
<td>445.00</td>
<td>Records Management / Imaging – Illinois</td>
</tr>
<tr>
<td>155.00</td>
<td>Remote Access / Printing Service w/CIC State Wide Software License</td>
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(0.00) Annual Peopleware INSTANT Response Support Call Log Credit – 30.77% Logged

$7,753.00 ANNUAL PEOPLEWARE TOTAL
"SAMPLE"

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2017.

PRODUCTS / SERVICES TO BE PROVIDED:

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

| TOTAL RETAIL PRICE | $X,XXX.XX |
| TOTAL EXHIBIT PRICE | $X,XXX.XX |

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

SCHEDULED DELIVERY:

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

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

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

OR

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

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

By: ____________________________
Computer Information Concepts, Inc.

By: ____________________________
Customer

______________________________
Exhibit Date

______________________________
Acceptance Date

August 8, 2017
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2017, by and between

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

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

Fayette County
221 S 7th Street
Vandalia, Illinois 62471

hereinafter referred to as "Customer".

WITNESSETH:

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

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

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

ANNUAL PEOPLEWARE

A. **Hardware**

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

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

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

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

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

C. PEOPLEWARE

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

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

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

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

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

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

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

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

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

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

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

**GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: ________________________________  By: ________________________________
   Robert A. Martin                 By: _________________________________
   Computer Information Concepts, Inc.  Fayette County, Illinois
EXHIBIT A

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2017.

ANNUAL PEOPLEWARE

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,980.00</td>
<td>Support – Operating Systems</td>
</tr>
<tr>
<td></td>
<td>.00 – Server Farm</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$750.00</td>
<td>Department / County with Maximum of Six (6) Hardware Devices</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$1,500.00</td>
<td>Personal Computer / Server or Department File Server</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$2,500.00</td>
<td>County File Server(s)</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
</tbody>
</table>

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

1,980.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – Annual Lease – 20GB

5,058.00 Support – Application Systems

100.00 INSTANT Sharing / Seat – 2 Seats
435.00 MinutesTaker Board
4,070.00 Records Management / Imaging – Illinois
407.00 ONE-TIME 10% Credit for Records Management / Imaging .NET Version
660.00 Remote Access / Printing Service w/CIC State Wide Software License
200.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – 20GB

715.00 Enhancements – Application Systems

115.00 MinutesTaker Board
445.00 Records Management / Imaging – Illinois
155.00 Remote Access / Printing Service w/CIC State Wide Software License

(0.00 ) Annual Peopleware INSTANT Response Support Call Log Credit – 30.77% Logged

$7,753.00 ANNUAL PEOPLEWARE TOTAL
EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2017.

PRODUCTS / SERVICES TO BE PROVIDED:

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

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

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

SCHEDULED DELIVERY:

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

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

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

OR

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

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

By: ____________________________    By: ____________________________
Computer Information Concepts, Inc.    Customer

________________________________    ____________________________
Exhibit Date                           Acceptance Date

Page 8 of 8
## Computer Information Concepts

**Invoice**

- **Invoice Number:** PSI25960
- **Invoice Date:** 9/1/2017

---

### Bill Details
- **To:** Fayette County  
  221 S 7th Street  
  Vandalia, IL 62471  
  Vicky Conder

### Ship Details
- **To:** Fayette County  
  221 S 7th Street  
  Vandalia, IL 62471  
  Vicky Conder

---

### Tax Identification Details
- **Type:**  
- **Legal Entity:**  
- **Customer ID:** 1193
- **P.O. Number:**  
- **P.O. Date:** 7/31/2017
- **Our Order No.:**  
- **SalesPerson:**  

---

### Item/Description

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Unit</th>
<th>Order Qty</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Peopleware Agreement</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>1,980.00</td>
<td>1,980.00</td>
</tr>
<tr>
<td>September 1, 2017 - August 31, 2018 Support -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating and Application Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Server Farm - Web Site Hosting Annual Lease</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>INSTANT Sharing</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>435.00</td>
<td>435.00</td>
</tr>
<tr>
<td>MinutesTaker</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>3,663.00</td>
<td>3,663.00</td>
</tr>
<tr>
<td>Remote Access / Printing</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>660.00</td>
<td>660.00</td>
</tr>
<tr>
<td>Server Farm - Web Site Hosting Support</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>200.00</td>
<td>200.00</td>
</tr>
<tr>
<td>Enhancements - Application Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MinutesTaker</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>115.00</td>
<td>115.00</td>
</tr>
<tr>
<td>Records Management / Imaging</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>445.00</td>
<td>445.00</td>
</tr>
<tr>
<td>Remote Access / Printing</td>
<td>Each</td>
<td>1</td>
<td>1</td>
<td>155.00</td>
<td>155.00</td>
</tr>
</tbody>
</table>

---

**Subtotal:** 7,753.00

**Invoice Discount:** 0.00

**Tax:** 0.00

**Total USD:** 7,753.00

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**Amount Subject to Sales Tax USD:** 0

**Amount Exempt from Sales Tax:** 7,753.00
5. Finally, using APS, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by “Keyword”, Date Range and/or Reference Number.

“DESKTOP Response / Resolution” – Actively participate in resolution of your support, enhancement and training issues without the wasted time and expense previously required to travel on-site. Using state of the art web conferencing technology, our technical support staff can immediately “observe” your desktop from our office, significantly reducing the time and effort required to resolve issues and provide just-in-time training without the wasted time and expense our competitors still charge for traveling to your location.

“BEETR THAN ON-SITE”!

“ON-DEMAND Response / Resolution” – Access pre-recorded software demonstrations / training sessions, etc, from your standard Internet browser. Available from the right side of our home page, ON-DEMAND Response initially provides a list of all sessions currently available. After selecting the demonstration / training session of your choice and entering a password provided by CIC’s Resource Development and/or PEOPLEWARE Staff, you may view the selected software demonstration or training session, including audio and video of the presenter and their related presentation materials, whiteboards, PC desktop, software applications, etc. necessary to convey their message. Session player controls including pause, rewind, and fast forward further provide you control over playback for maximum time management.

“AT YOUR CONVENIENCE & AS MANY TIMES AS YOU LIKE!”

Finally, our Annual Peopleware Agreement includes all regulatory, user defined and vendor enhancements identified, prioritized and approved by our Users during our “free” Annual User Symposium, or as needed during the year by your Enhancement Review Team Representatives. Although our enhancements are normally delivered annually, along with our Task Based, Internet Accessible User Manuals, the actual enhancements to be included and the date of each release is also determined by our Users. While our annual charge for enhancements is also determined and approved annually by our Users, CIC further guarantees to deliver any and all State / Federal regulatory enhancements, regardless of cost, without any additional charge to our Customers.

Guaranteed Response Time - Our PEOPLEWARE and Technical Teams guarantee a maximum of IMMEDIATE 2, 4 or 8 hour response to any questions, problems, etc. encountered during your utilization of our Automation Solutions.

CIC also assumes exclusive responsibility for communicating and coordinating with all vendors, as may be necessary, in resolving your problems. In summary, CIC’s "Total Solution Plan" delivers all three (3) "Wares"; hard, soft &

PEOPLE -- 24 HOURS / DAY - 7 DAYS / WEEK!!!

Sincerely,

Melayna R. Clark-Rael
Melayna Clark-Rael
melrael@cicesp.com
or (800) 437-7457, ext. 157

MCR: cme
Enclosures
March 3, 2017

Mr. Paul D. White, Chief Executive Officer
Membership Committee
C.E.F.S. Economic Opportunity Corporation
PO Box 928
Effingham, IL 62401-0928

RE: Public Sector Designation from Fayette County Board to the
C.E.F.S. Economic Opportunity Corporation, Board of Directors

Dear Mr. White:

Per your letter of request, the Fayette County Board formally designates Mark Isaiah of Fayette County to serve as the public sector representative, for Fayette County on the C.E.F.S. Board of Directors.

The Fayette County Board met on August 8, 2017 and voted to designate Mark Isaiah as a representative of the public sector from the Fayette County Board to the C.E.F.S. Economic Opportunity Corporation, Board of Directors. The public sector representative was chosen in accordance with democratic election/appointment procedures by the Fayette County Board.

Mark Isaiah is a very active member in our community and it is our privilege to recommend him to serve on the C.E.F.S. Board of Directors for Fayette County. Mark Isaiah is very conscientious in tasks he accepts and will serve the C.E.F.S. Board of Directors in that manner.

Sincerely,

Fayette County Board

Jeff Beckman, Board Chairman
Fayette County
PUBLIC HEARING NOTICE
(Project Performance Hearing)

The Fayette County Board of Directors has now substantially completed the scope of work associated with a previously awarded Public Infrastructure grant made possible under the Community Development Block Grant (CDBG) administered by the Illinois Department of Commerce and Economic Opportunity (DCEO). The public hearing is intended to provide interested citizens and organizations with information regarding the township's actual level of performance under the grant by comparison with its previously stated objectives under the CDBG grant.

This public notice is intended to advise any interested citizens of a "public hearing" scheduled to begin at 6:45 p.m. on Tuesday, August 8, 2017 in the Fayette County Courthouse located at 221 S. Seventh Street in Vandalia, in Illinois. The public hearing will be held just prior to the regularly scheduled meeting of the Fayette County Board of Directors.

Those attending the public hearing will be provided with information which permits a comparison of: (1) the grant amount requested vs. the actual CDBG grant award amount; (2) the proposed time frame for project completion vs. the time actually required to complete the specified scope of work undertaken; (3) the projected outcomes cited in CDBG grant award document vs. the accomplishments actually realized by the County; and (4) budget allocations in the grant for various activities vs. actual grant expenditures. All interested parties are encouraged to attend the public hearing and participate by providing either written or oral comments.

Jeffery Beckman, Chairman
Fayette County Board of Directors
July 10, 2017

SUBJECT:        Item No. 254  
                Contract No. 95814  
                Fayette County  
                Section 14-00126-00-BR  
                Project BRS-0719(110)  
                Route FAS 719  
                District 7

Depew and Owen Builders, Inc.  
301 N. Oak Street  
Centralia, IL 62801  
P.O. Box 1252  
Centralia, IL 62801

Dear Contractor:

At the letting held by the Illinois Department of Transportation in Springfield on  
June 16, 2017, your bid in the amount of $599,888.00 was the low bid submitted on  
the above-designated section.

You are hereby awarded the contract for this work at your bid price. Contract and  
Bond forms will be sent to you under separate cover.

Your attention is called to Illinois Administrative Code, Part 6, Section 6.300, which  
provides that the Contract shall be executed by the successful bidder and returned  
together with the Contract Bond within 15 days after the contract has been mailed to  
the bidder.

Before starting any work, please arrange to discuss your plans for prosecuting this  
work with Mr. Jeffrey M. South, Region Four Engineer, 400 West Wabash,  
Effingham, Illinois 62401-2699 or telephone (217) 342-8201. No work may be  
started on this section until the contract has been executed by the Illinois Department  
of Transportation.

Sincerely,

Randall S. Blankenheim  
Secretary
Hi Vicky,

I don't have any items for the agenda this time.

Just thought I'd let you know.

Thanks,

Mike

Michael A. Maxey, P.E.
County Engineer
Fayette County Highway Department
P.O. Box 297
Vandalia, IL 62471
phone (618) 283-5025
fax (618) 283-3661
June 2017

Sheriff / Jail Fees
Perry County, Illinois

Cost of Services
Government Performance Services

Management Services & Consulting

Bellwether, LLC
The following fees were reviewed as part of this project:

develop models of staff effort and time spent.

The Sheriff's Department is well organized with engaged and capable staff. We need data and comments provided by staff to

Escrow Inmate to Medical / Dental Outside of Jail

Jail / Inmate Fees

Process Service / Civil Standby / Sheriff Sale
Actual annual revenue may be based on the final fee established and the actual annual volume of transactions.

<table>
<thead>
<tr>
<th>Total Gross Potential</th>
<th>$ 56,676</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail / Inmate Fees / Bond Fee</td>
<td>$ 43,259</td>
</tr>
<tr>
<td>Process Service / Civil Standby / Etc.</td>
<td>$ 13,417</td>
</tr>
<tr>
<td>Gross Potential Increase</td>
<td></td>
</tr>
</tbody>
</table>

Fee Category:

Would result in the following estimated increases:

Information suggests that the fees reviewed as part of this project are not sufficient to recover actual costs. Adjusting fees to actual costs would result in the following estimated increases:

Summary of Results:

The project team observed that some expenses within the Sheriff’s Department may be eligible for allocation to other funds. For example, the expenses to store body cameras (server costs) have been considered a risk mitigation expense in other counties and with the Sheriff’s Department may be eligible for allocation to other funds.

Section 730 addresses expenses related to the housing of inmates. In part, it provides direction whereby counties may collect fees for medical expenses incurred.

745 I&CS 10/9-107
Jail Fees

Mail Fees

Administrative Fees

Process Service / Civil Standby / Etc

The following charts provide an overview of the gap among statute fees (blue), current fees (red), and actual costs (green) to provide services.
acceptable under current state law. The decision to change or add fees is the sole responsibility of Fayette County Government.

Specified recommendations for establishing or changing fees. Our observations suggest an increase in some fees may be warranted and

Bellevue assumes the information provided by the departments to be true and accurate to the best of their ability and does not propose

Annual increases in revenue were estimated when information was available.

<table>
<thead>
<tr>
<th>PROCESS SERVICE CATEGORY</th>
<th>Fee Increase</th>
<th>Per Unit Quantity</th>
<th>Unit for Table</th>
<th>Annual Increase Cost</th>
<th>Actual Total Cost</th>
<th>Total Labor</th>
<th>Total Equipment</th>
<th>Total Deduction</th>
<th>Total Fee</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DATA**

**DETAILED FEE DATA**
NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

WHEREAS, based on the Bellwether LLC study and the recommendation of the County Sheriff, and the County Sheriff agrees that the County Code should be amended to change and establish the fees charged by the Fayette County Board of Commissioners, and made a part hereof and cost analysis by Bellwether LLC, has been prepared, and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether LLC, has been prepared and be part of the public record; and

WHEREAS, 730 ILCS 17/27 provides that the Sheriff may seek reimbursement for medical treatment costs; and

WHEREAS, 55 ILCS 5/4-5001 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, 55 ILCS 5/4-5001 provides that the statutory County Sheriff fees may be increased by the County Board if an increase is "justified by an acceptable cost study showing that the fees allowed by this section (55 ILCS 5/4-5001) are not sufficient to cover the costs of providing the services.

Attachment A – Sample County Board Action on Sheriff Fees