COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-01-09-A

AN ORDINANCE ADOPTING A POLICY PROHIBITING SEXUAL HARASSMENT FOR FAYETTE COUNTY

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 9th DAY OF JANUARY, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS January 09, 2018 DAY OF JANUARY, 2018
ORDINANCE NO. 2018-01-09-A

AN ORDINANCE ADOPTING A POLICY PROHIBITING SEXUAL HARRASSMENT FOR FAYETTE COUNTY

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 Illinois General Assembly has enacted Public Act 100-0554, an Act concerning government, which became effective November 16, 2017;

WHEREAS, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

WHEREAS, all prior existing sexual harassment policies of Fayette County shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Ordinance, attached hereto as Exhibit A; and,

WHEREAS, should any section or provision of this Ordinance or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid;

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 Policy Prohibiting Sexual Harassment, included as Exhibit A to this Ordinance.

SECTION 3. AUTHORIZATION TO OFFICERS.

Upon passage and signing of this Ordinance, the County Clerk shall file a certified copy of such documents. The County Clerk is also directed to provide a copy of the Policy to all employees of Fayette County.

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 Policy.

APPROVED and ADOPTED by the County Board of the Fayette County, Illinois on the __9th____ day of January, 2018, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>BRYCE KISTLER</td>
<td>Yea</td>
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<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
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<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>Yea</td>
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<tr>
<td>JEFFREY BECKMAN</td>
<td>Yea</td>
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<tr>
<td>GLEN W. DANIELS</td>
<td>Yea</td>
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<tr>
<td>MARK ISAIH</td>
<td>Absent</td>
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<tr>
<td>DEAN J. BERNHARDT</td>
<td>Yea</td>
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<tr>
<td>KEITH COLE</td>
<td>Yea</td>
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<tr>
<td>DARRELL SCHAAL</td>
<td>Absent</td>
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<tr>
<td>JENNY WAGGONER</td>
<td>Yea</td>
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<td>GLENN GURTNER</td>
<td>Yea</td>
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<tr>
<td>GLENDIA J. BARTELS</td>
<td>Yea</td>
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<tr>
<td>WADE WILHOUR</td>
<td>Yea</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Yea</td>
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</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the ___ day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Codder
Fayette County Clerk

(SEAL)
POLICY PROHIBITING SEXUAL HARASSMENT

I. PROHIBITION ON SEXUAL HARASSMENT

It is unlawful to harass a person because of that person’s sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of Fayette County to prohibit harassment of any person by any county official, county agent, county employee or county agency or office on the basis of sex or gender. All county officials, county agents, county employees and county agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

II. DEFINITION OF SEXUAL HARASSMENT

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: “sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual
perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

III. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- **Electronic/Direct Communication.** If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

- **Contact with Supervisory Personnel.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator, or the chief executive officer of the county.

  The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the county will not be presumed to have knowledge of the harassment.

- **Resolution Outside County.** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the county. However, all county employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the county. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.
IV. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

No county official, county agency, county employee or county agency or office shall take any retaliatory action against any county employee due to a county employee’s:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any county employee that is taken in retaliation for a county employee’s involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.
An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT

In addition to any and all other discipline that may be applicable pursuant to county policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to $5,000 per offense, applicable discipline or discharge by the county and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the county shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable county policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State’s Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to $5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

1 This policy was drafted using the Illinois Department of Human Rights Sexual Harassment Model Policy and has been modified to conform to Public Act 100-0554.
RESOLUTION #2018-01-09-B

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board, in regular session, this 9th day of January, 2018 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support.

BE IT FURTHER RESOLVED that the Fayette County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2018, commencing December 1, 2017 and ending November 30, 2018, by hereby appropriating the sum of $7,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2018.

Passed and adopted by the County Board of Fayette County, Illinois, this 9th day of January, 2018.

ATTEST: County Clerk

Chairman
December 6, 2017

Honorable Joshua Morrison
Fayette County State’s Attorney
Fayette County Courthouse
221 S. 7th Street
Vandalia, Illinois 62471

Dear State’s Attorney Morrison:

I am pleased to inform you that your county’s FY18 contribution for participating in our Agency’s program will remain at the same amount as FY17. The amount due from your county is listed on the enclosed billing statement.

Although there is no change in the contribution amount, there is a change to the resolution for FY18. The following paragraph has been added which reflects the accommodations already being made available by most State’s Attorneys:

“BE IT FURTHER RESOLVED that if the Office of the State’s Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support on an as-needed basis.”

In consideration of your contribution, our Agency is ready to serve you in the following areas:

1. Handling all criminal and civil appeals;

2. Serving as Special Prosecutor in conflict cases or in cases where there is the appearance of a conflict;

3. Providing specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture;

4. Assisting in the trial and appeal of tax objection cases;

5. Assisting in labor matters arising under the Illinois Public Labor Relations Act; and
6. Providing comprehensive legal training programs for prosecutors to comply with MCLE credit requirements.

For your use and convenience, I am enclosing a sample resolution for presentation to your County Board. When the enclosed resolution is approved, or one similar to it, kindly return a fully executed copy to our Office.

Thank you again for your participation in our Program and for your active support of our Agency. Please let me know whenever I can be of service.

Looking forward to working with you in the upcoming year.

Very truly yours,

[Signature]

Patrick J. Delfino
Director

closeup

enclosures
STATE'S ATTORNEYS
APPPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

STATEMENT

December 6, 2017

Honorable Joshua Morrison
Fayette County State's Attorney
Fayette County Courthouse
221 S. 7th Street
Vandalia, Illinois 62471

COLLECTION OF COUNTY MATCHING FUNDS
December 1, 2017 - November 30, 2018

County fiscal year December 1, 2017, through November 30, 2018. County contribution for participation in the State’s Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: $7,000.00

Make check payable to State's Attorneys Appellate Prosecutor's County Fund and remit to:

Gloria Mundy
Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be sent. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE MAKE CHECKS PAYABLE FOR COUNTY CONTRIBUTIONS ONLY . . . do not add payment for labor or special prosecution charges.
WHEREAS, The County of Fayette, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Fayette, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

18-VANDALIA TOWNSHIP

PERMANENT PARCEL NUMBER: 18-14-09-304-013

As described in certificates(s): NONE sold November 2014

and it appearing to the County board that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Kyle A Barker, Sheba C Barker, has bid $350.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $0.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $0.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $350.00.

WHEREAS, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $0.00 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 9th day of January, 2018

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER
INSTRUCTIONS FOR RESOLUTIONS
(Please keep this copy with packet until routing is complete)
Revised: June 2008

1) Agent mails to Committee for approval:
   a) Original resolution with appropriate disbursement checks attached to each
   b) Monthly Resolution List
   c) Cover Resolution (1st time only)

2) Committee:
   a) reviews resolutions and submits to full County Board
   b) Cover Resolution & Resolution List are presented to County Board Members in their monthly packet

3) County Board:
   a) Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.
   b) Chairman signs each resolution
   c) County Clerk seals and attests each resolution
   d) Retains Original of each resolution and copies each executed resolutions 2 times
   e) Delivers to Treasurer the 2 copies with all checks

4) County Treasurer:
   a) signs all checks
   b) retains one copy of each resolution
   c) retains Treasurer's check(s) for deposit
   d) forwards Clerk's check (if any) to clerk
   e) returns 1 copy of each resolution with Agent, Auctioneer & Recorder checks to:
      (& if necessary any refund checks)

County Delinquent Tax Agent
ATTN: RESOLUTIONS
P. O. Box 96
Edwardsville, IL 62025
RESOLUTION NO. 2018-01-09-D

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 has previously entered into a Intergovernmental Agreement with Vandalia for the use of the County’s Animal Control Program; and,

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Intergovernmental Agreement that is attached hereto; and

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

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

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the 9th day of January, 2018, upon yea and nay vote as follows:

Ayes 12
Nays 0
Absent 02

APPROVED by the Chairman of the Fayette County Board, Illinois on the 9th day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE AND THE CITY OF VANDALIA

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the City of Vandalia, Illinois, hereinafter referred to as CITY, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECATALS

WHEREAS, the COUNTY and CITY desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof; and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof; and

WHEREAS, the CITY wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the CITY have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the CITY OF VANDALIA, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The CITY shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the CITY of Vandalia using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the CITY as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the City Council of the City of Vandalia.

Fayette County Board

By: [Signature]

Jeffrey Beckman, Chairman

City of Vandalia

By: [Signature]

Mayor
RESOLUTION NO. 2018-01-09-E

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 has previously entered into a Intergovernmental Agreement with St. Elmo for the use of the County’s Animal Control Program; and,

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Intergovernmental Agreement that is attached hereto; and

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

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

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the 9th day of January, 2018, upon yea and nay vote as follows:

Ayes 12
Nays 00
Absent 02

APPROVED by the Chairman of the Fayette County Board, Illinois on the 9th day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE 
AND THE CITY OF ST. ELMO

This Intergovernmental Agreement is made and entered into between the County of 
Fayette, Illinois, hereinafter referred to as COUNTY, and the City of St. Elmo, Illinois, 
hereinafter referred to as CITY, both being a municipal corporation and public agency as 
defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and CITY desire to enter into an Intergovernmental 
Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and 
Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 
ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as 
Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its 
responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-
Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of 
which is hereto attached and made a part thereof, and

WHEREAS, the CITY wishes to contract with the County of Fayette to obtain and have 
provided to it local animal control and in consideration therefore is willing to, in part, fund the 
contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand 
Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the CITY have approved 
this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, 
ILLINOIS, and the CITY OF ST. ELMO, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous 
execution of a two (2) year contract between COUNTY and Connie F. Heaton-
Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of 
January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The CITY shall make payments to the Fayette County Treasurer, c/o the Fayette 
County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, 
with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per 
capita of residents of the CITY of St. Elmo using the most current census numbers 
provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement 
maintain in full force and effect public liability insurance affording insurance
coverage to the CITY as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the City Council of the City of St. Elmo.

Fayette County Board

By: ____________________________
    Jeffrey Beckman, Chairman

City of St. Elmo

By: ____________________________
    Mayor
RESOLUTION NO. 2018-01-09-F

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 has previously entered into a Intergovernmental Agreement with St. Peter for the use of the County’s Animal Control Program; and,

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Intergovernmental Agreement that is attached hereto; and

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

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

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the _____9th____ day of January, 2018, upon yea and nay vote as follows:

Ayes 12
Nays 00
Absent 02

APPROVED by the Chairman of the Fayette County Board, Illinois on the _____9th_____ day of January, 2018.

[Signature]
Jeffrey Beekman, Chairperson
Fayette County Board, Illinois

ATTEST:

[Signature]
Vicky Conder
Fayette County Clerk

[SEAL]
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE AND THE VILLAGE OF ST. PETER

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the village of St. Peter, Illinois, hereinafter referred to as VILLAGE, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and VILLAGE desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof, and

WHEREAS, the VILLAGE wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the VILLAGE have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the VILLAGE OF ST. PETER, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The VILLAGE shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the VILLAGE of St. Peter using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the VILLAGE as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the Village Council of the Village of St. Peter.

Fayette County Board

By: ____________________________
Jeffrey Beckman, Chairman

Village of St. Peter

By: ____________________________
Mayor
RESOLUTION NO. 2018-01-09-G

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 has previously entered into a Intergovernmental Agreement with Ramsey for the use of the County’s Animal Control Program; and,

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Intergovernmental Agreement that is attached hereto; and

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

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

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the ____9th____ day of January, 2018, upon yea and nay vote as follows:

Ayes 12
Nays 00
Absent 02

APPROVED by the Chairman of the Fayette County Board, Illinois on the ____9th____ day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE
AND THE VILLAGE OF RAMSEY

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the village of Ramsey, Illinois, hereinafter referred to as VILLAGE, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and VILLAGE desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof, and

WHEREAS, the VILLAGE wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. c/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the VILLAGE have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the VILLAGE OF RAMSEY, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The VILLAGE shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the VILLAGE of Ramsey using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the VILLAGE as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the Village Council of the Village of Ramsey.

Fayette County Board

By: __________________________
    Jeffrey Beckman, Chairman

Village of Ramsey

By: __________________________
    Mayor
RESOLUTION NO. 2018-01-09-H

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 has previously entered into an Intergovernmental Agreement with Farina for the use of the County’s Animal Control Program; and,

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Intergovernmental Agreement that is attached hereto; and

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

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

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the ___9th___ day of January, 2018, upon yea and nay vote as follows:

Ayes 12
Nays 00
Absent 02

APPROVED by the Chairman of the Fayette County Board, Illinois on the ___9th___ day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

[SEAL]
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE AND THE VILLAGE OF FARINA

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the village of Farina, Illinois, hereinafter referred to as VILLAGE, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and VILLAGE desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof, and

WHEREAS, the VILLAGE wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the VILLAGE have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the VILLAGE OF FARINA, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The VILLAGE shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the VILLAGE of Farina using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the VILLAGE as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the Village Council of the Village of Farina.

Fayette County Board

By: [Signature]

Jeffrey Beckman, Chairman

Village of Farina

By: [Signature]

Mayor
RESOLUTION NO. 2018-01-09-I

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 has previously entered into a Intergovernmental Agreement with Brownstown for the use of the County’s Animal Control Program; and,

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Intergovernmental Agreement that is attached hereto; and

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

SECTION 1. Recitals.

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

SECTION 2. Approval of Recommendation.

The County hereby approves the Intergovernmental Agreement.

SECTION 3. Authorization to Officers.

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

SECTION 4. Severability.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the 9th day of January, 2018, upon yea and nay vote as follows:

Ayes 12
Nays 00
Absent 02

APPROVED by the Chairman of the Fayette County Board, Illinois on the 9th day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

{SEAL}
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE AND THE VILLAGE OF BROWNSTOWN

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the Village of Brownstown, Illinois, hereinafter referred to as VILLAGE, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and VILLAGE desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof, and

WHEREAS, the VILLAGE wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the VILLAGE have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the VILLAGE OF BROWNSTOWN, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The VILLAGE shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the VILLAGE of Brownstown using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the VILLAGE as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contermporaneous with termination of the agreemwnt between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the Village Council of the Village of Brownstown.

Fayette County Board

By: ___________________________
    Jeffrey Beckman, Chairman

Village of Brownstown

By: ___________________________
    Mayor
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-01-09-J

AN ORDINANCE APPROVING THE EMPLOYEE POLICY HANDBOOK – REVISED JANUARY 2018

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 9th DAY OF JANUARY, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 9th DAY OF JANUARY, 2018
ORDINANCE NO. 2018-01-09-J

AN ORDINANCE APPROVING THE EMPLOYEE POLICY HANDBOOK – REVISED JANUARY 2018

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, Fayette County has an Employee Policy Handbook for the benefit of the County and the Employee which undergo changes as required;

WHEREAS, the Employee Policy Handbook has had recent statutory and policy changes;

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 Employee Policy Handbook – Revised January 2018 for Fayette County Employees.

SECTION 3. AUTHORIZATION TO OFFICERS.

Upon passage and signing of this Ordinance, the County Clerk shall file a certified copy of such documents. The County Clerk is also directed to provide a copy of the Handbook to all employees of Fayette County.
necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Policy.

APPROVED and ADOPTED by the County Board of the Fayette County, Illinois on the 09th day of January, 2018, upon yea and nay vote as follows:

BRYCE KISTLER
JAKE HARRIS
JOHN C. DANIELS, JR.
JEFFREY BECKMAN
GLEN W. DANIELS
MARK ISAIAH
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JENNY WAGGONER
GLENN GURTNER
GLENDA J. BARTELS
WADE WILHOUPR
CHAD AUSTIN

Yea
Yea
Yea
Yea
Absent
Yea
Yea
Absent
Yea
Yea
Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 09th day of January, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky L. Conder
Fayette County Clerk
(SEAL)
RESOLUTION NO.: 2018-2-5-A

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE AND THE CITY OF VANDALIA

WHEREAS, the County of Fayette has entered into a contract with Connie Heaton-Heistand d/b/a Heaton-Heistand Veterinary Hospital for providing of such services as animal control officer pursuant to certain Contract for a term of two (2) years (January 1, 2018-December 31, 2019), a true copy of which attached to instruments otherwise attached to this resolution; and

WHEREAS, there is appended to this Resolution a certain Intergovernmental Agreement between the County of Fayette and the City of Vandalia, the purpose of which is to secure the services of an animal control officer for the City of Vandalia and authorize payment of monies to the County of Fayette in consideration therefore; and

WHEREAS, the Intergovernmental Agreement aforesaid recites the specific statutory authority; and

WHEREAS, it is in the best interest of the City of Vandalia that the Intergovernmental Agreement be executed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vandalia, Illinois as follows:

SECTION I: The appended Intergovernmental Agreement between the County of Fayette and the City of Vandalia ought to be and the same is hereby approved.

SECTION II: The Mayor of the City of Vandalia and the City Clerk are hereby authorized and directed to execute the same on behalf of the City of Vandalia, Mayor of the City of Vandalia and the City Clerk are further both authorized and directed to take such other and additional steps as shall be required to effectuate the purposes of said Intergovernmental Agreement.

Passed this 5th day of February, A.D., 2018 by “yea” and “nay” vote with the Aldermen voting as follows:
HUBLER  yes
BARKER  yes
STUNKEL  yes
CRAWFORD  yes
HOBLER  yes
REBBE  yes
CLARK  may
LESTER  absent

Approved this 5th day of March, A.D., 2018.

THE CITY OF VANDALIA, ILLINOIS

RICKY J. GOTTMAN, MAYOR

ATTEST:

PEGGY BOWEN, CITY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE
AND THE CITY OF VANDALIA

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the City of Vandalia, Illinois, hereinafter referred to as CITY, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and CITY desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof, and

WHEREAS, the CITY wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the CITY have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the CITY OF VANDALIA, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The CITY shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the CITY of Vandalia using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the CITY as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the City Council of the City of Vandalia.

Fayette County Board

By: Jeffrey Beckman, Chairman

City of Vandalia

By: Mayor


**PER CAPITA CONTRIBUTION**

**TO**

**FAVETTE COUNTY’S ANIMAL CONTROL**

<table>
<thead>
<tr>
<th>NAME OF MUNICIPALITY</th>
<th>2010 CENSUS</th>
<th>$1.50 PER CAPITA</th>
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<td><strong>Villages:</strong></td>
<td></td>
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</tr>
<tr>
<td>Brownstown</td>
<td>759</td>
<td>$ 1,139</td>
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<tr>
<td>Farina</td>
<td>518</td>
<td>777</td>
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<tr>
<td>Ramsey</td>
<td>1037</td>
<td>1,556</td>
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<tr>
<td>St. Peter</td>
<td>359</td>
<td>539</td>
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<td><strong>Cities:</strong></td>
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<tr>
<td>St. Elmo</td>
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<td>Vandalia</td>
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<td>10,563</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>11,141</strong></td>
<td><strong>$ 16,713</strong></td>
</tr>
</tbody>
</table>
Date: January 10th, 2018

To: Villages of Brownstown, Farina, Ramsey and St. Peter
cities of St. Elmo and Vandalia

From: Vicky L. Conder, County Clerk & Recorder

Re: Intergovernmental Agreement with Fayette County

Please find enclosed the Intergovernmental Agreements between the County of Fayette and your village/city to participate in the County’s Animal Control Program. You will need to submit a signed resolution to the county by the first week of February.

This is a two (2) year agreement beginning January 1, 2018, through December 31, 2019. Please execute the two (2) Intergovernmental Agreements and return to our office as soon as possible because our County Board meeting is set for February 13. Upon the County Board Chairman, Jeffrey Beckman, signing these documents and the County Board passing resolution approving same, we will return your copy for files.

Please note item #2 of the Intergovernmental Agreement – we will use the most current census number and will use those numbers for billing your entity. You may pay annually or bi-annually and will use the $1.50 per capita of residents. This year we will bill in February. The following years we will bill in January.

Another request – please make your checks payable to the Fayette County Treasurer and mail them to the County Clerk’s Office, P. O. Box 401, Vandalia, IL 62471.

Thank you, and if you have any questions, please contact our office.

Enc.

[Signature]

Fayette County Clerk & Recorder
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE
AND THE VILLAGE OF BROWNSTOWN

This Intergovernmental Agreement is made and entered into between the County of
Fayette, Illinois, hereinafter referred to as COUNTY, and the Village of Brownstown, Illinois,
hereinafter referred to as VILLAGE, both being a municipal corporation and public agency as
defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and VILLAGE desire to enter into an Intergovernmental
Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and
Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510
ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as
Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its
responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-
Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of
which is hereto attached and made a part thereof, and

WHEREAS, the VILLAGE wishes to contract with the County of Fayette to obtain and
have provided to it local animal control and in consideration therefore is willing to, in part, fund
the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand
Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the VILLAGE have
approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE,
ILLINOIS, and the VILLAGE OF BROWNSTOWN, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous
   execution of a two (2) year contract between COUNTY and Connie F. Heaton-
   Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of
   January 1, 2018 through December 31, 2019, a true copy of which is hereto attached.

2. The VILLAGE shall make payments to the Fayette County Treasurer, c/o the Fayette
   County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years,
   with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per
capita of residents of the VILLAGE of Brownstown using the most current census
numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement
   maintain in full force and effect public liability insurance affording insurance
coverage to the VILLAGE as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire December 31, 2019, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the Village Council of the Village of Brownstown.

Fayette County Board

By: [Signature]
Jeffrey Beckman, Chairman

Village of Brownstown

By: [Signature]
Mayor
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF FAYETTE AND THE VILLAGE OF RAMSEY

This Intergovernmental Agreement is made and entered into between the County of Fayette, Illinois, hereinafter referred to as COUNTY, and the village of Ramsey, Illinois, hereinafter referred to as VILLAGE, both being a municipal corporation and public agency as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the COUNTY and VILLAGE desire to enter into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 3 of the Intergovernmental Agreements thereof, and

WHEREAS, the COUNTY has the power and duty under the Animal Control Act (510 ILCS 5/1 et seq.) to establish, maintain and fund an animal control program and to appoint as Administrator a veterinarian licensed by the State of Illinois and, to effectuate and discharge its responsibilities is, contemporaneous herewith, entering into a contract with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purpose, a true copy of which is hereto attached and made a part thereof, and

WHEREAS, the VILLAGE wishes to contract with the County of Fayette to obtain and have provided to it local animal control and in consideration therefore is willing to, in part, fund the contract of the COUNTY with Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for such purposes, and

WHEREAS, the governing body of both the COUNTY and the VILLAGE have approved this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED BETWEEN THE COUNTY OF FAYETTE, ILLINOIS, and the VILLAGE OF RAMSEY, ILLINOIS, as follows:

1. This Intergovernmental Agreement is contingent upon the contemporaneous execution of a two (2) year contract between COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for the time period of January 1, 2018 through June 31, 2018, a true copy of which is hereto attached.

2. The VILLAGE shall make payments to the Fayette County Treasurer, c/o the Fayette County Clerk, P.O. Box 401, Vandalia, Illinois, within each of the two calendar years, with one-half thereof to be paid no less often than bi-annually, a sum of $1.50 per capita of residents of the VILLAGE of Ramsey using the most current census numbers provided by the United States Government.

3. The COUNTY shall at all times during the term of this Intergovernmental Agreement maintain in full force and effect public liability insurance affording insurance
coverage to the VILLAGE as a named insured in amounts of not less than One Million Dollars ($1,000,000.00) for claimed injury, damage, or loss to persons or property in an amount of not less than One Million Dollars ($1,000,000.00).

4. In the event of termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital for any reason, this Agreement shall likewise terminate, contemporaneous with termination of the agreement between the COUNTY and Connie F. Heaton-Heistand, D.V.M. d/b/a Heaton-Heistand Veterinary Hospital.

5. Each party agrees to hold the other harmless for actions reasonably and necessarily taken to effect the terms of this Agreement.

6. This Agreement shall be construed in accordance with the Intergovernmental Cooperation Act and any term or condition adjudged to be contrary to said Act shall be held null and void. Notwithstanding said provision, the Agreement itself shall not be held void if any particular provision thereof is so held unless the execution of the remaining portions of said agreement would thereby be rendered meaningless.

7. This agreement shall expire June 31, 2018, unless renewed in writing by the parties prior thereto.

This intergovernmental Agreement has been executed pursuant to authorizing resolution of the Fayette County Board and the Village Council of the Village of Ramsey.

Fayette County Board

By: [Signature]
Jeffrey Beckman, Chairman

Village of Ramsey

By: [Signature]
Mayor