RESOLUTION

WHEREAS; a request for County Bridge Funds for the purpose of replacing a culvert, on T.R. 256 (1100E) over a Tributary to Cassar Creek, in Kaskaskia Township, located approximately two (2) miles SE of Shobonier, in accordance with Section 5-501, Chapter 121 of the Illinois Statutes has been filed; and

WHEREAS; the general assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any county for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of all the taxable property in such county, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other county taxes and shall be in excess of any other rate limitation; and

WHEREAS; Kaskaskia Township has petitioned the Fayette County Board for aid in replacing a culvert under Section 5-501 and 6-508, Chapter 121 of the Illinois Statutes as specified in the petition on file with Fayette County; and

NOW, THEREFORE BE IT RESOLVED; that the County Board shall appropriate sufficient funds to pay one-half the expense, estimated to be $4,000, to replace the requested culvert; and

BE IT FINALLY RESOLVED; that the funds necessary to furnish the county bridge aid required in the construction of the above described culvert shall be obtained from the County Bridge Fund.

Jeffrey E. Beckman,
Fayette County Board Chairman

I, Vicky L. Conder, County Clerk, in and for Fayette County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the County Board of Fayette County at its meeting on the 13th day of November, 2018.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this 13th day of November, 2018.

Vicky L. Conder,
Fayette County Clerk
Resolution for Maintenance
Under the Illinois Highway Code

Resolution Number: 2018-11-13-B
Resolution Type: Original
Section Number: 19-00000-00-GM

BE IT RESOLVED, by the Board of the County of Fayette
Governing Body Type: Local Public Agency Type
Name of Local Public Agency: Illinois that there is hereby appropriated the sum of
Five Hundred Forty Thousand and 00/100 Dollars ($540,000.00)
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/19 to 12/31/19.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Fayette
Local Public Agency Type: Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

______________________________
Vicky L. Condor
Name of Clerk

______________________________
County Clerk in and for said County
Local Public Agency Type

______________________________
Name of Local Public Agency of Fayette in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

______________________________
Board of Fayette
Governing Body Type
Name of Local Public Agency

at a meeting held on 11/13/18.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of November 2018.

(SEAL)

______________________________
Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

BLR 14220 (Rev. 03/13/17)

Printed 10/17/18
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-11-13-C

AN ORDINANCE APPROVING CONSULTANT AGREEMENT FOR NATURAL HAZARD MITIGATION PLAN

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS THIS 13th DAY OF NOVEMBER, 2018

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY THIS 13th DAY OF NOVEMBER, 2018
ORDINANCE NO. __2018-11-13-C__

AN ORDINANCE APPROVING CONSULTANT AGREEMENT FOR NATURAL HAZARD MITIGATION PLAN

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 Emergency Management Agency (EMA) has presented a Consultant Agreement for a Natural Hazard Mitigation Plan for the County; and

WHEREAS, said Agreement allows American Environmental Corporation (“Consultant”) to apply for federal grants on behalf of Fayette County (Consultant Agreement for Fayette County, Illinois is attached and incorporated herein as Exhibit A in triplicate); and

WHEREAS, upon approval of federal grant money, Consultant will complete a Natural Hazard Mitigation Plan for Fayette County, Illinois as outlined in the Consultant Agreement; and

WHEREAS, it is in the best interests of the County to approve the attached Consultant 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 Consultant Agreement.
SECTION 3. AUTHORIZATION TO OFFICERS.

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

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

SECTION 5. SEVERABILITY.

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

SECTION 6. REPEALER.

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

ADOPTED by the County Board of the Fayette County, Illinois on the 13th day of November, 2018, upon yea and nay vote as follows:

BRYCE KISTLER
JAKE HARRIS
JOHN C. DANIELS, JR.
JEFFREY BECKMAN
GLEN W. DANIELS
DEBRA L. WARNER
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JENNY WAGGONER  
GLENN GURTNER  
GLENDRA J. BARTELS  
WADE WILHOUR  
CHAD AUSTIN  

Yea  
Yea  
Yea  
Yea  

APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of November, 2018.

[Signature]

Jeffrey Beckman, Chairperson  
Fayette County Board, Illinois

ATTEST:

[Signature]

Vicky Conder  
Fayette County Clerk

(SEAL)
NATURAL HAZARD MITIGATION PLAN

CONSULTANT AGREEMENT

This is an agreement between Fayette County, Illinois, hereinafter referred to as the COUNTY and American Environmental Corporation, hereinafter referred to as the CONSULTANT.

The COUNTY and the CONSULTANT enter into this agreement, hereinafter referred to as the AGREEMENT, in which the CONSULTANT agrees to provide professional services to prepare the Fayette County Natural Hazard Mitigation Plan in connection with a planning grant awarded by the Federal Emergency Management Agency (FEMA). This AGREEMENT is dependent upon Fayette County receiving a grant from IEMA/FEMA to create this plan. Without the grant, this AGREEMENT is void.

The CONSULTANT has the experience in risk assessment, infrastructure design, public involvement, environmental regulation, and emergency planning to provide the services needed to complete this Plan.

Under penalties of perjury, the CONSULTANT certifies that 35-177-0899 is their correct Federal Taxpayer Identification Number and that they are doing business as a Professional Corporation.

In consideration of these premises, the parties hereto agree as set forth in this four page AGREEMENT, which includes the attached Scope of Work and Project Schedule.

This AGREEMENT executed this 13th day of November, becomes effective upon signing by the COUNTY.

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SECTION 1 – GENERAL PROVISIONS

All work completed under this AGREEMENT shall be bound by the provisions of the Natural Hazard Mitigation Plan Grant Application approved for this project.

Compliance with existing regulations. The CONSULTANT will comply with all applicable health, safety, and environmental protection requirements specified by federal and state regulations and guidance.

Indemnification & Insurance. The CONSULTANT will procure and maintain the following types and amounts of insurance for the duration of the Project: workers’ compensation insurance as required by law, $500,000 of employer’s liability insurance, commercial general liability insurance of $1,000,000 combined single limit for personal injury and property damage, automobile liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles, $5,000,000 of umbrella liability insurance in addition to each of above limits and professional liability insurance in the amount of $1,000,000. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities.

Further, the CONSULTANT explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold the COUNTY, IEMA, FEMA, their employees, officers, directors, and agents harmless from any and all liability, losses, costs, expenses and fees arising out of claims or law suits brought by the CONSULTANT or any of its employees for bodily injuries or death sustained while performing services hereunder, except to the extent caused by the gross negligence or willful misconduct of the COUNTY.

Payment. The COUNTY, upon receiving payment from IEMA (IEMA administers the federal grant which pays for the CONSULTANT’s services), will pay for all services as described in the Attached Scope of Work. Payments will be based on monthly billings provided by the CONSULTANT. The COUNTY will submit monthly billings from the CONSULTANT to IEMA in care of the State Hazard Mitigation Officer. Upon receiving payment from the State, the COUNTY shall pay the CONSULTANT within 30 days.

This AGREEMENT will automatically be suspended or terminated, as appropriate, if funding is suspended or terminated by IEMA/FEMA. If this AGREEMENT is suspended or terminated because of no fault of the CONSULTANT, payment shall be made to the CONSULTANT for services satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to the COUNTY, and the receipt of payment for such services from IEMA/FEMA. In no event will the CONSULTANT be entitled to the recovery of damages arising out of or related to the suspension or termination of this AGREEMENT.

If the time allotted for completion of the CONSULTANT’s services is exceeded through no fault of the CONSULTANT, additional time to complete performance will be allowed.
**Personnel.** The CONSULTANT’s personnel who will work on this project include:

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<tr>
<td>Greg Michaud</td>
<td>Government Coordination, Risk Assessment, Public Involvement, Technical Writing &amp; Project Management</td>
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<tr>
<td>Andrea Bostwick</td>
<td>Risk Assessment, Technical Writing, Public Involvement</td>
</tr>
<tr>
<td>Zachary Krug</td>
<td>Risk Assessment, Public Involvement, and Administrative Support</td>
</tr>
<tr>
<td>Kenneth Miller P.E.</td>
<td>Engineering Support, Quality Control</td>
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**Termination.** If the CONSULTANT becomes insolvent or is otherwise in default of this AGREEMENT, the COUNTY may, without prejudice to any of its other rights or remedies and without liability to the CONSULTANT, terminate this AGREEMENT.

**SECTION 2 – SCOPE OF WORK**

The CONSULTANT agrees to perform the services described in Attachment A-Scope of Work. Under the conditions of this AGREEMENT, the CONSULTANT serves as the agent for the COUNTY and will conduct communications with IEMA and FEMA.

All of the CONSULTANT’s services shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements.

The CONSULTANT is fully responsible to the COUNTY for any errors contained in the plan approved by IEMA/FEMA. Any changes made by a participating municipality or the COUNTY after the plan is approved by IEMA/FEMA becomes the sole responsibility of that jurisdiction.

**SECTION 3 – PROJECT SCHEDULE**

The CONSULTANT shall complete work in accordance with the project schedule contained in the attached Scope of Work.

This schedule and Scope of Work has been approved by IEMA.

Time frames for milestone events, such as Hazard Mitigation Planning Committee meetings, and activities, such as the development of new Mitigation Projects to be added to the Plan, are estimates that are subject to change based on the Mitigation Planning Committee’s availability to meet and for municipal officials to reach concurrence on new mitigation projects.
SECTION 4 – COMPENSATION

The CONSULTANT shall submit monthly invoices to the COUNTY that identify the number of hours performed by each staff person for each task. Upon receiving payment from the State, the COUNTY shall pay the CONSULTANT within 30 days.

The following tasks must be completed to obtain a plan that can be approved by IEMA/FEMA:

Organizing the Hazard Mitigation Planning Committee, Goal Setting, Risk Assessment, Vulnerability Assessment, Identifying Mitigation Activities for Participants, Public Involvement, Severe Weather Table Compilation, Identifying Changes in Land Use and Development Trends, GIS Compatible Map Creation, Draft and Submit Plan to IEMA and FEMA.

Total cost for CONSULTANT services to complete this project, including direct expenses, is not to exceed $41,117.00.

County Match. Twenty-five percent of the total cost estimate, as required by FEMA, is to be provided by local match through the COUNTY. This local match should be met through in-kind participation by county and municipal representatives during the Plan Creation process.

SECTION 5-TOTAL PERFORMANCE OF WORK

Communications & Submissions to the COUNTY. Primary communications with the COUNTY will be through Kendra Craig, Fayette County Emergency Management Agency. The CONSULTANT shall submit all written documents and invoices to the COUNTY at the address listed below:

Fayette County Emergency Management Agency
c/o Kendra Craig
221 South 7th Street
Vandalia, Illinois 62471

Communications & Submissions to the CONSULTANT. The CONSULTANT will act as the agent for the COUNTY for communications with FEMA and IEMA.

American Environmental Corporation
c/o Greg Michaud
3700 West Grand Avenue, Suite A
Springfield, IL 62711
1. Scope of Work

It is our understanding that Fayette County (the County) is seeking an experienced consultant to develop a Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP). The selected consultant will work under the direction of the Fayette County Emergency Management Agency (EMA) with the goal of developing a NHMP that will receive approval by the Illinois Emergency Management Agency (IEMA) and the Federal Emergency Management Agency (FEMA).

To achieve this goal, AEC proposes the following:

- **Facilitate four Natural Hazard Mitigation Committee meetings and one Public Forum** including preparation of news releases, meeting minutes, and meeting materials.
- Gather natural hazard information on severe weather events for Fayette County covering 50+ years from multiple databases and sources.
- Conduct the Risk Assessment and Vulnerability Assessment using real data, not computer modeling. While this can be more time consuming, it provides a higher degree of accuracy specific to each participating municipality. Information generated from Vulnerability Assessments conducted in this manner is more helpful, and this approach has been lauded by IEMA staff.
- Draft and edit narrative for each section of the Plan to fulfill IEMA/FEMA requirements.
- Lead and/or assist with all public involvement activities which include drafting news releases, meeting minutes and fact sheets; and conducting interactions with Committee members before and after meetings.
- Assist participants with the development of their lists of hazard mitigation projects and activities.

**Tasks**

*Task 1 – Prepare Grant Application*

AEC staff would be able to immediately commence preparing a grant application on behalf of the County. All of the planning grant applications we have prepared have been approved by IEMA and FEMA.

Meeting the local match for these planning grants can be done through cash or in-kind services. Because we have worked in government and understand what FEMA accepts as in-kind service, all of the counties we have helped have met their match through in-kind services instead of cash.

The grant cycle for these planning grants is anticipated to open this fall. FEMA typically awards the grant the following year regardless of how quickly the application is submitted so if the planning grant application is submitted during the 2018 grant cycle, the grant would most likely be awarded in the spring/summer of 2019.
Task II – Organize Committee

AEC will create a County Hazard Mitigation Planning Committee (the Committee) by inviting municipal and county officials as well as representatives from the agricultural community, business and industry, education, emergency services, healthcare, insurance, non-profit organizations (American Red Cross) and utilities. Committee members will be responsible for providing input during the planning process as well as conveying information to those they represent.

Representatives identified during the Committee creation will be invited to attend the first Committee meeting. Both verbal and written correspondence will be used to extend invitations. In addition, AEC will review any issues raised by Committee members to craft an agenda for distribution prior to the first Committee meeting.

A series of four Committee meetings and a Public Forum will be held during the planning process. Any proposal suggesting that this NHMP process could be completed in fewer meetings and be effective while fulfilling FEMA requirements should be viewed with extreme caution.

Municipalities often find it difficult to attend all of the Committee meetings. It is crucial to explain, prior to the first meeting that FEMA allows “tag-teaming.” This means that if unforeseen conflicts arise, participating jurisdictions can designate substitutes to fulfill attendance requirements.

Task III – Public Involvement

Public involvement is a core value which AEC will apply to encourage public input and support. Our staff have written public involvement guidelines and provided training to three Illinois state agencies and one federal agency. Many firms pay “lip service” to public involvement requirements but do not successfully integrate practices into the planning process. Encouraging collaboration between various government offices and the affected and interested segments of the public begins with listening.

AEC’s public involvement specialists have extensive experience in conducting local and statewide planning processes in Illinois. The public involvement strategy will fulfill FEMA public involvement requirements and be based on the following goals and activities:

Initiating and maintaining a dialogue with the public

Activities: Posting announcements/displayers at municipal and county offices and, if feasible, on the County Web site.

Prepare and issue news releases announcing the purpose of NHMP Committee meetings to develop the Plan.

Distribute a fact sheet describing the benefits of a NHMP and how residents can participate in the planning process. Copies will be provided to Committee members, selected agencies and organizations in Fayette County, as well as participating municipalities.

Prepare adjacent county notification which provides these counties the opportunity to have input.
Providing multiple opportunities during the planning process for interested persons and organizations to provide input

Activities: Ensuring that all Committee meetings will be open to the public and facilitating these meeting in a manner that encourages participation.

Place displays at locations where residents can provide comments.

Hold a public forum and two-week public comment period where the draft Plan is available for public discussion and comment.

Developing local support for hazard mitigation projects

Activities: Utilize interpersonal skills to initiate small group meetings, conference calls, and one-on-one discussions to identify mitigation projects sought for this Plan.

Issue materials describing hazard mitigation projects that includes acceptable and unacceptable examples of projects.

Support and cultivate local dialogue initiated by Committee members.

Conduct Committee meeting(s) on mitigation projects using facilitation skills honed by experience developing and updating these Plans throughout Illinois.

Interact with elected officials and others not on the Committee to answer their questions and concerns.

Document involvement by participating jurisdictions.

Task IV – Coordination

Coordination is a required task by IEMA and FEMA that must be sufficiently documented to obtain Plan approval by both agencies. Coordination with agencies and organizations including the Illinois Department of Natural Resources Office of Water Resources [which is involved with Digital Flood Insurance Rate Maps (DFIRMs) and floodplain development issues], the Illinois Department of Transportation, and IEMA among others will be undertaken to determine current and planned activities that may impact hazard mitigation.

Obtaining and evaluating comprehensive plans, land-use maps, zoning ordinances, Flood Insurance Rate Maps, and other relevant documents is considered part of this task. Information obtained during this task is used to help communities with National Flood Insurance Program compliance and Community Rating System credit.

Task V – Risk Assessment & GIS Analysis

The risk assessment evaluates the vulnerability of people, buildings and infrastructure to the damages resulting from natural hazards. The Plan’s risk assessment must identify the natural hazards deemed most important to the County and include a profile of each that identifies past occurrences, the severity or extent of the hazard, and the likelihood of future occurrences.

AEC's staff includes two employees (located in Springfield, Illinois) who are trained and have extensive hazard assessment experience with natural hazards throughout Illinois. Their risk assessment experience includes work for every level of government in the public sector in addition to private sector organizations.
Subtask 1: Identify Hazards

AEC's specialists will gather information from local, state and federal records to identify the natural hazards that have impacted Fayette County since 1950. Information from sources listed below as well as from community files, existing plans and reports and technical experts will be evaluated along with input from the Committee and the public to identify the applicable hazards affecting the County.

- NOAA's Storm Events Database
- NWS COOP weather observer records
- NOAA's Storm Data Publications
- USACE River Gage data
- National Flood Insurance Program
- NWS Weather Forecast Office
- National Drought Mitigation Center
- National Inventory of Dams
- Local Newspapers

We frequently find and correct discrepancies. While this is time consuming, correct information helps the participants make decisions about risk and when applying for project grants.

Insurance company storm damage claims in Fayette County will also be requested for inclusion. A hazard events questionnaire will be distributed to the Committee members at the first meeting to solicit storm damage information not included in these other sources along with a citizen survey and a kiosk (if needed) to encourage input from the general public.

Subtask 2: Profile Hazard Events

Once the list of applicable hazards has been identified and information gathered, AEC will develop hazard event profiles for each hazard. This information will be summarized in narrative form, tables, and maps. It will describe the location and extent of past natural hazard occurrences. As the magnitude and severity of each natural hazard impacting the County is determined, the probabilities of future occurrences will be calculated as required by FEMA.

Maps compatible with the County's Geographic Information System (GIS) will be developed to show:

- tornado occurrences and pathways;
- floodplains, rivers and streams;
- dam locations; and
- other features as decided by the Committee.

Task VI - Vulnerability Analysis

Once the hazards have been identified and profiled, a vulnerability analysis of each hazard will be developed. A vulnerability analysis identifies the impacts to public health and property, evaluates the assets of the participating jurisdictions (i.e., residential buildings, critical facilities and infrastructure) and estimates the potential impacts each natural hazard would have on the health and safety of the residents as well as buildings, critical facilities and infrastructure.
The Vulnerability Analyses developed by AEC staff for NHMPs and AHMPs have been recognized by IEMA as the model by which all of the counties in Illinois should follow when preparing or updating their Plans. This same model will be used by the staff to develop the Fayette County Plan.

Subtask 1: Inventory Assets & Identifying Vulnerable Structures
Each participant will be asked to identify and catalog the critical facilities located within their jurisdiction. These lists will then be used to conduct an inventory of vulnerable assets. Aerial photography and available floodplain maps will be used during this subtask.

Current and anticipated land-use and population projections will be evaluated to estimate building and infrastructure vulnerability. The types and numbers of existing and planned buildings (including repetitive-loss structures), infrastructure, and other critical facilities will be identified for all participating jurisdictions.

Subtask 2: Estimating Potential Dollar Losses
Each municipality as well as the unincorporated areas of the County will receive estimates of future potential losses to residential structures (both to the structure and content) that would be expected to occur, with particular attention paid to floods and tornadoes. Damage estimates will be based on the latest property assessment figures from the Fayette County Supervisor of Assessments and be supplemented with field observations made by AEC staff.

The dollar damage estimates produced through this type of vulnerability analysis have been accepted by municipal and county participants in every county where it has been conducted. The feedback we have received can be summed up with these comments received by two county officials:

"The results provide clear damage estimates based on solid information...the flood event upon which this estimate is based will happen again and provides us with a realistic dollar estimate...and I would not be surprised if the actual damages are higher."

"Our County Board can use this information to decide what steps should be taken to better protect our residents."

HAZUS-MH is a computer modeling tool that FEMA uses for estimating potential losses from earthquakes, floods and hurricanes. HAZUS-MH is not required to be used in either the development or updating of NHMPs or AHMPs. Most of these Plans do not use HAZUS-MH, and HAZUS-MH does not provide any advantage in helping municipalities or counties acquire mitigation grant funds. Some consultants like to tout HAZUS-MH as a tool to “dazzle” counties into believing that they are getting a better Plan. It is easier to sit at a desk and make assumptions using a computer than putting “boots on the ground” to acquire better information. A review of other Illinois County NHMPs/AHMPs reveals that those counties not using HAZUS-MH have a higher rate of mitigation project completion than those who do use it.
Task VII – Mitigation Strategy & Activities

The mitigation strategy identifies how participating jurisdictions are going to reduce or eliminate the potential loss of life and property damage that results from the natural hazards identified in the risk assessment. The strategy includes:

- Developing mitigation goals.
- Identifying a comprehensive range of jurisdiction-specific mitigation actions (projects and activities) including winter storms, excessive heat, and high winds, among others. Mitigation actions are projects, plans, activities or programs that achieve at least one of the mitigation goals identified.
- Analyzing and prioritizing mitigation actions.
- Implementing and administering mitigation actions.

Subtask 1: Developing Mitigation Goals

Mitigation goals describe the objective(s) or desired outcome(s) that the participants would like to accomplish in terms of hazard and loss prevention. These goals are intended to reduce or eliminate long-term vulnerabilities to natural hazards.

AEC staff have conducted numerous exercises to develop mitigation goals and objectives. Our experience has proven that projects developed using goals and objectives based on hard numbers and facts, like those identified through our risk assessment and vulnerability analyses, are more likely to be implemented than in counties who have taken a more academic approach.

After completing the risk assessment and reviewing the results, AEC will identify those hazards that have the greatest likelihood of not only impacting the participating jurisdictions, but of causing future damages. AEC will use these results to draft a list of mitigation goals and objectives for the Committee to use in developing its own comprehensive list of mitigation goals and objectives tailored to the long-term needs of Fayette County.

Subtask 2: Identifying Mitigation Actions

Our experience has been that many participants need assistance to develop their list of mitigation projects. AEC will contact each Committee member to help them with any additional questions that arise so that everyone has a base list of mitigation projects. Each representative will be able to review project lists for each participating jurisdiction. We have found that this practice sometimes stimulates members to ask, “I really did not consider this project from another community, but it or a variation of it makes sense for our community.”

The mitigation projects and activities identified by the participating jurisdictions should be clearly linked to long-term mitigation goals that are based on the risk assessment findings.

AEC has developed a list of potential mitigation projects for distribution to municipal and county representatives to begin the process of thinking about specific projects. These lists include projects that most frequently occur in other counties. This list serves somewhat as a menu from which projects can be selected. We will supplement this list by providing verbal descriptions of some creative projects not on these lists. This kind of special assistance helps participating jurisdictions envision projects that are not easy to accomplish with lesser revenue.
Subtask 3: Analyzing and Prioritizing Mitigation Actions

The mitigation actions identified will then be assigned to one of six broad mitigation action categories for comparison and consolidation of similar actions. The mitigation action categories include: regulatory activities, property protection, studies, structural projects, public information and awareness and miscellaneous projects. Additional analysis of the actions will be undertaken to determine:

- the hazard or hazards being mitigated;
- the degree to which the impacts associated with a particular hazard(s) would be mitigated (i.e., reduced or eliminated);
- the general size of the population affected (i.e., small, medium or large);
- the goal or goals fulfilled;
- whether the action would reduce the effects on new or existing buildings and infrastructure; and
- whether the action would ensure continued compliance with the National Flood Insurance Program.

As part of the planning process a method to prioritize each mitigation action will need to be identified. This can consume a lot of time and potentially “turn off” participants, but AEC Staff has developed a “prioritization methodology” approved by IEPA and FEMA that is easily and quickly modified to fit the specific needs of each county. The four-tiered prioritization methodology provides a means of objectively determining which actions have a greater likelihood of eliminating or reducing the long-term vulnerabilities associated with the most frequently-occurring natural hazards.

While prioritizing the actions is useful and provides participants with additional information, it is important to keep in mind that implementing all the mitigation actions is desirable regardless of which prioritization category an action falls under.

Subtask 4: Implementing & Administering Mitigation Actions

The final step in the development of the mitigation strategy is identifying how the mitigation actions will be implemented and administered. The implementation strategy includes:

- Identifying the party or parties responsible for oversight and administration.
- Determining what funding source(s) are available or will be pursued. We monitor non-FEMA grants that we have helped other local governments tap when FEMA funding is not available and have prepared summaries of these funding options which we distribute to the Committee members.
- Describing the time frame for completion.

FEMA also requires a preliminary qualitative cost/benefit analysis be conducted on each mitigation action. AEC would analyze the costs and benefits in terms of the general overall cost to complete an action as well as the action’s likelihood of permanently eliminating or
reducing the risk associated with a specific hazard. This analysis provides participants a starting point to compare which actions are likely to provide the greatest benefit based on the financial cost and staffing effort needed.

**Subtask 5: Documentation of Mitigation Strategy**

After assembling all of the information outlined above, AEC will create *Action Tables* for each participating jurisdiction that summarizes the results of the mitigation strategy.

**Task VII – Write Plan and Distribute for Comment**

The draft Plan will be prepared by AEC for review by the Committee, the County, appropriate agencies, and the public for comment. The document will include descriptions of the participating jurisdictions, demographics, land use and development trends, plan participants, public involvement activities, participation opportunities for interested parties, existing planning documents, risk assessment by hazard, mitigation strategy, recommendations, plan maintenance requirements, incorporation of mitigation strategies into existing planning mechanisms, adoption and references. Portions of the Plan, such as the risk assessment and mitigation projects, will be presented at previous Committee meetings.

Per FEMA requirements, the Committee will conduct a public forum to obtain comments on the draft Plan. This forum will be conducted in an open-house style in contrast to conventional public meetings. The open-house style allows people to come and go at their convenience rather than sit through formal presentations before being allowed to comment. A two-week public comment period following the public forum will allow those who were unable to attend an opportunity to review the Plan and ask questions or comment. Materials will also be prepared for the County website, if desired, that will – like the information kiosk – provide residents the convenience of submitting questions and comments.

Comments solicited at this forum and during a formal public comment period will be used to make any needed revisions to the draft Plan before it is submitted to IEMA/FEMA. Comments from these two government agencies will be used to make further changes to the draft Plan. Fayette County will have the option of printing copies of the Plan from an electronic copy prepared by AEC or having AEC print copies.

**Task VIII – Finalize Plan/Print**

After IEMA and FEMA grant conditional approval of the Plan, Fayette County and all of the participating municipalities will have the opportunity to pass resolutions formally adopting the IEMA/FEMA approved version of the Plan. Copies of each resolution proclaiming a jurisdiction’s adoption of the Plan will be attached to the final version of the Plan.

**Schedule**

The schedule on the last page provides a visual representation and outlines the time required to accomplish the previously described tasks. This schedule shows a time frame that allows for ample local participation to fulfill the 25% match requirement in the grant should the County choose to use in-kind services.
Time frames for milestone events, such as Planning Committee meetings, are estimates that are subject to change based on the Committee's availability. Planting season, harvest and local events can, and have, changed the estimated dates for these meetings.
## Fayette County Natural Hazards Mitigation Plan
### Work Schedule

<table>
<thead>
<tr>
<th>TASK</th>
<th>MONTH</th>
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<tbody>
<tr>
<td>FEMA GRANT APPROVAL</td>
<td>1</td>
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<tr>
<td>Committee Formation</td>
<td>2</td>
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<tr>
<td>Goal Setting</td>
<td>3</td>
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<tr>
<td>Public Involvement</td>
<td>4</td>
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<tr>
<td>Risk Assessment/Vulnerability Analysis</td>
<td>5</td>
</tr>
<tr>
<td>Critical Facilities Inventory</td>
<td>6</td>
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<tr>
<td>Hazard Events/Damage Identification</td>
<td>7</td>
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<tr>
<td>Vulnerability/Loss Estimates</td>
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<td>Mitigation Activities/Strategy</td>
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<tr>
<td>Mitigation Project Development</td>
<td>10</td>
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<tr>
<td>Plan Revision &amp; Approval</td>
<td>11</td>
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<tr>
<td>Draft Revision</td>
<td>12</td>
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<tr>
<td>Final</td>
<td>13</td>
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<tr>
<td>Submission to FEMA/EMA</td>
<td>14</td>
</tr>
<tr>
<td>Adoption of Natural Hazards Mitigation Plan</td>
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</tr>
</tbody>
</table>

- **△ Planning Committee Meeting**
- **○ Draft Plan**
- **● Revised Plan**
- **◇ Final Adopted Plan**
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COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-11-13-D

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 13th DAY OF NOVEMBER, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 13th DAY OF NOVEMBER, 2018
ORDINANCE NO. 2018-11-13-D

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 Agreement is for the purpose of County Clerk's business software and that the contract price of Nine Thousand Six Hundred Forty Dollars ($9,640.00) will be paid out of the County Clerk's budget; and

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

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

SECTION 1. INCORPORATION OF PREAMBLES.

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

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Annual Peopleware Agreement.

SECTION 3. 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
evolution 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 13th day of
November, 2018, upon yea and nay vote as follows:

Ayes 14
Nays 0
Absent 0

APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th
day of November, 2018.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
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 $9,640.00 before October 29, 2018, to continue accessing Annual PEOPLEWARE via www.cicip.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.
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 –

“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@cicesp.com
or (800) 437-7457, ext. 157

MCR:cmc
Enclosures
INVOICE

Invoice Number: PSI27898
Invoice Date: 9/1/2018

Computer Information Concepts

To: Fayette County
   221 S 7th Street
   Vandalia, IL  62471
   Vicky Conder

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

Tax Ident. Type: Legal Entity
Customer ID: 1193
P.O. Number: 
P.O. Date: 9/7/2018
Our Order No.:
SalesPerson:

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</tbody>
</table>
# INVOICE

## Computer Information Concepts

**Invoice Number:** PSI27898  
**Invoice Date:** 9/1/2018

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

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

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<th>Tax Ident. Type</th>
<th>Legal Entity</th>
<th>Customer ID</th>
<th>P.O. Number</th>
<th>P.O. Date</th>
<th>Our Order No.</th>
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<td>Ship Via</td>
<td></td>
<td>1193</td>
<td></td>
<td>9/7/2018</td>
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<th>Quantity</th>
<th>Unit Price</th>
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- **Amount Subject to Sales Tax USD 0**
- **Amount Exempt from Sales Tax** 9,640.00

**Subtotal:** 9,640.00  
**Invoice Discount:** 0.00  
**Tax:** 0.00

**Total USD:** 9,640.00
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2018, by and between

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

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

Fayette County
221 S 7th Street
Vandalia, Illinois 62471

hereinafter referred to as "Customer".

WITNESSETH:

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

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

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

ANNUAL PEOPLEWARE

A. Hardware

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

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

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

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

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

C. PEOPLEWARE

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

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

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

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

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

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

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

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

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

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

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

GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: ________________________________  By: ________________________________
Computer Information Concepts, Inc.  Fayette County, Illinois
EXHIBIT A
Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2018.

ANNUAL PEOPLEWARE

$ 3,250.00 Support – Operating Systems
   $ .00 – Server Farm
   “Without an On-Site Full Time Network Technician”
   $ .00 – Personal Computer / Server, Department and/or County File Server(s)
   “With an On-Site Full Time Network Technician”
   $ 750.00 – Department / County with Maximum of Six (6) Hardware Devices
   “Without an On-Site Full Time Network Technician”
   $ 1,500.00 – Personal Computer / Server or Department File Server
   “Without an On-Site Full Time Network Technician”
   $ 2,500.00 – County File Server(s)
   “Without an On-Site Full Time Network Technician”

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

1,270.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – Annual Lease – 4 Users
   Pro-rated March 1, 2019 – August 31, 2019
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560.00 E-Recording Acceptance – w/”CIC State Wide Software License”
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100.00 INSTANT Sharing / Seat – 2 Seats
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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
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Page 7 of 9
EXHIBIT A
Page 2 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2018.

ANNUAL PEOPLEWARE Continued

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$9,640.00 ANNUAL PEOPLEWARE TOTAL
"SAMPLE"

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2018.

PRODUCTS / SERVICES TO BE PROVIDED:

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<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
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2018, 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.

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

By: [Signature]
Computer Information Concepts, Inc.

By: [Signature]
Fayette County, Illinois
EXHIBIT A
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ANNUAL PEOPLEWARE

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ANNUAL PEOPLEWARE Continued

780.00 Enhancements – Application Systems

90.00 E-Recording Acceptance – w/“CIC State Wide Software License”
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   Pro-rated March 1, 2019 – August 31, 2019

(300.00) Annual Peopleware INSTANT Response Support Call Log Credit – 91.18% Logged

$9,640.00 ANNUAL PEOPLEWARE TOTAL
"SAMPLE"

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OR

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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
Date: 1/17/2018
Number of pages including cover sheet: 

To: 

Cc: 

From: Vicky L Conder
County Clerk and Recorder

Phone: (618) 283-5000
Fax Phone: (618) 283-5004

REMARKS:
[ ] As Requested   [ ] For Your Review   [ ] Reply   [ ] Please Comment

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-11-13-E

AN ORDINANCE APPROVING 2018-2019 AGREEMENT FOR INMATE HEALTH CARE SERVICES FOR FAYETTE COUNTY, ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS ___________ 13th ___________ DAY OF NOVEMBER, 2018

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________ 13th ___________ DAY OF NOVEMBER, 2018
ORDINANCE NO. 2018-11-13-E

AN ORDINANCE APPROVING THE 2018-2019 AGREEMENT FOR INMATE HEALTH CARE SERVICES

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

WHEREAS, Correct Care Solutions (CCS) and Fayette County previously entered into an Agreement that was effective until November 30, 2018; and,

WHEREAS, CCS and Fayette County both wish to renew said Agreement for 2018-2019 (said Agreement attached hereto as Exhibit A);

WHEREAS, that said Agreement is for the purpose of allowing CCS to continue Inmate Healthcare Services from December 1, 2018 through November 30, 2019; 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 2018-2019 Agreement for Inmate Healthcare Services.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Agreement in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Agreement. Upon passage and signing of this Ordinance and the Agreement, the County Clerk shall file a certified copy of such executed documents.
**Section 4. Authorization to Others.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

**Section 5. Severability.**

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

**Section 6. Repealer.**

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

ADOPTED by the County Board of the Fayette County, Illinois on the 13th day of November, 2018, 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>Debra L. Warner</td>
<td>Yea</td>
</tr>
<tr>
<td>Dean J. Bernhardt</td>
<td>Yea</td>
</tr>
<tr>
<td>Keith Cole</td>
<td>Yea</td>
</tr>
<tr>
<td>Darrell Schaal</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>Glenda J. Bartels</td>
<td>Yea</td>
</tr>
<tr>
<td>Wade Wilhour</td>
<td>Yea</td>
</tr>
<tr>
<td>Chad Austin</td>
<td>Yea</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of November, 2018.

Jeffery Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Comier
Fayette County Clerk

(SEAL)
June 25, 2018

Chris Smith, Sheriff
Fayette County Jail
221 S. Seventh Street
Vandalia, IL 62471


Dear Sheriff Smith:

I hope this letter finds you well. As the proud provider of medical care services for the detainees at Fayette County Jail, Correct Care Solutions (CCS) continuously strives to meet and exceed your expectations regarding the level and quality of services we provide.

As per our Agreement, Section 9.0.1, CCS respectfully requests to renew our contract for one additional year, with an increase consistent with the Consumer Price Index ("CPI") for Urban Consumers - US City Average for Medical Care Component, which stands at 2.4%.

The monthly rate currently being charged to the county is $6,216.85. If accepted, application of the 2.4% increase revises the monthly rate to $6,366.05 monthly / $76,392.60 annually, effective December 1, 2018 through November 30, 2019.

If above terms are acceptable, please sign and date below and forward to Stephanie Parkinson, Client Services Specialist, at sdparkinson@correctcaresolutions.com, to affirm moving forward. Upon receipt of the signed proposal, our Legal Department will provide a formal contract amendment for signature.

We feel fortunate to work with Fayette County and look forward to another year working together. Should you have any questions, please do not hesitate to contact Nanette Worley, Director of Operations at 217-565-1841 or Jack Jadin, Director of Client Services, at 920-304-6397.

Warm regards,

Stan Wofford
Regional Senior Vice President, Operations

cc: Nanette Worley, Director of Operations
Jack Jadin, Director of Client Services
Adolfo Cisnero, Senior Director of Client Services
The undersigned is authorized by Fayette County to accept the above renewal terms:

[Signature]
Authorised Fayette County Representative

Jeffrey E. Beckman
Print Name

Date Signed
11-13-2018

Chairman
Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ___
# Program Overview

**Fayette County, Illinois**

<table>
<thead>
<tr>
<th></th>
<th>RN 10 hours/week Annual Price</th>
<th>LPN 10 hours/week Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual price</strong></td>
<td>$88,393.19</td>
<td>$79,557.39</td>
</tr>
<tr>
<td><strong>ADPs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County: 35</td>
<td></td>
<td>County: 35</td>
</tr>
<tr>
<td>Non-county: 5</td>
<td></td>
<td>Non-county: 5</td>
</tr>
<tr>
<td><strong>Per diem rates</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County per diem rate: $0.84</td>
<td>County per diem rate: $0.84</td>
<td></td>
</tr>
<tr>
<td>Non-county per diem rate: $0.37</td>
<td>Non-county per diem rate: $0.37</td>
<td></td>
</tr>
<tr>
<td><strong>Staffing – Practitioner</strong></td>
<td>24/7 on-call, including holidays, plus back-ups</td>
<td>No change</td>
</tr>
<tr>
<td>(i.e., MD, DO, NP, PA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Staffing – Nursing</strong></td>
<td>RN on-site 10 hours per week</td>
<td>LPN on-site 10 hours per week</td>
</tr>
<tr>
<td>Mental Health Services</td>
<td>Crisis Intervention</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Dental Care</strong></td>
<td>ACH will provide dental triage screenings for the purpose of identifying serious dental needs. The pool money pays for dental care.</td>
<td>No change</td>
</tr>
<tr>
<td>Correctional facility's medical policies, procedures, guidelines, etc.</td>
<td>ACH will make recommendations to the facility's existing medical policies, procedures, guidelines, etc. based upon NCCHC standards.</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Those recommendations are made for the facility's consideration.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The facility's policies, procedures, guidelines, etc. will always remain the property of the facility.</td>
<td></td>
</tr>
<tr>
<td><strong>Pharmaceuticals</strong></td>
<td>ACH will provide all medically-indicated pharmaceuticals. Pool money pays for all pharmaceuticals.</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Medical Supplies (disposable)</strong></td>
<td>Typically includes tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps. ACH pays for medical supplies.</td>
<td>No change</td>
</tr>
</tbody>
</table>

The information contained in this document is confidential and proprietary. It is intended for use by the recipient facility only. If you are not the intended recipient, or if you are not sure, then be advised that any disclosure, copying, distribution, or taking action in response to the content of this document is strictly prohibited and may be unlawful.

Page 1 of 3
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Equipment (durable)</td>
<td>Typically includes exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. The county pays for medical equipment. ACH may provide some initial medical equipment.</td>
<td>No change</td>
</tr>
<tr>
<td>Mobile Services (such as laboratory, X-ray)</td>
<td>The pool money pays for mobile services.</td>
<td>No change</td>
</tr>
<tr>
<td>Off-site Services (such as ambulance transportation, hospitalization, etc.)</td>
<td>The pool money pays for off-site services.</td>
<td>No change</td>
</tr>
<tr>
<td>Office Supplies (disposable)</td>
<td>Typically includes medical charts, paper, pens, staples, and Post-It notes. The county pays for office supplies.</td>
<td>No change</td>
</tr>
<tr>
<td>Office Equipment (durable)</td>
<td>Typically includes a locking file, paper punch, staple remover, stapler, cabinet for storing medical supplies, computer, fax machine, copier/printer, and toner. The county pays for office equipment.</td>
<td>No change</td>
</tr>
<tr>
<td>Tuberculosis (TB) Skin Tests</td>
<td><strong>For incarcerated patients:</strong> ACH pays for the TB serum and related supplies. <strong>For facility staff:</strong> The county pays for the TB serum and related supplies.</td>
<td>No change</td>
</tr>
<tr>
<td>Biomedical Waste Disposal</td>
<td>The county will be responsible for the provision of biomedical waste disposal services for the medical unit at the facility consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes. The county pays for biomedical waste disposal.</td>
<td>No change</td>
</tr>
<tr>
<td>Pool (annual)</td>
<td>$18,000 to be spent, as a general rule, as indicated in this Program Overview including all pharmaceuticals, hospital in-patient and out-patient services, specialty services, dental, lab, x-ray and ambulance services. All leftover money is returned to the county.</td>
<td>No change</td>
</tr>
<tr>
<td>Medical Claims Repricing</td>
<td>ACH will be responsible for the re-pricing of medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.</td>
<td>No change</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Advanced Training Program</th>
<th>Including but not limited to training DVDs</th>
<th>No change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Purchasing Program</td>
<td>Use by other county agencies (piggyback) allowed</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Expected facility savings per year: $10,000</td>
<td></td>
</tr>
</tbody>
</table>

This proposal is valid 60 days from 9/20/2018

For additional information or to accept this program overview, please contact:

Art Rose, Program Consultant
417-773-7525
art.rose@advancedch.com

*This overview is not a contract. All contracts must be negotiated and signed by both parties.

ACH's federal ID number is 36-4495255.

The information contained in this document is confidential and proprietary. It is intended for use by the recipient facility only. If you are not the intended recipient, or if you are not sure, then be advised that any disclosure, copying, distribution, or taking action in response to the content of this document is strictly prohibited and may be unlawful.
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COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-11-13-F

AN ORDINANCE APPROVING THE RENEWAL OF THE TERMINEX TERMITE SERVICE PLAN

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 13th DAY OF NOVEMBER, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 13th DAY OF NOVEMBER, 2018
ORDINANCE NO. __2018-11-13-F

AN ORDINANCE APPROVING THE RENEWAL OF THE
TERMINEX TERMITE SERVICE PLAN

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 previously accepted an initial bid and contract from Terminex in the amount of $1,692.00 for one year of service;

WHEREAS, Terminex has supplied a renewal of the contract in the amount of $169.00 for one year of service (pursuant to the attached renewal notice); and

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

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 renewal of the Terminex Termite Service Plan.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the renewal of 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 renewal. Upon passage and signing of this Ordinance and the renewal, 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 13th day of November, 2018, upon yea and nay vote as follows:

Ayes 14
Nays 0
Absent 0

APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of November, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Corder
Fayette County Clerk

(SEAL)
RENEWAL ON TERMITE RENEWAL: 2nd 2018 REMINDER:

Your TERMITE RENEWAL FOR December 2018 is due.

A fee of $163.00 will keep your property protected for the next year. The contract renewal is for the property:

221 S 7th, Vandalia, Illinois. Just because a building has been treated is no assurance that termites will not return. TO BETTER SERVICE YOUR ACCOUNT, THERE MAY BE A SLIGHT INCREASE. PAYMENT IS NOT RECEIVED BY ANNIVERSARY DATE CONTRACT WILL EXPIRE

62471-275599
RESOLUTION NO. 2018-11-13-6

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 a Christmas Party every year in December for county employees; and,

WHEREAS, the County will pay for the County employees to attend the event at the cost of $8.57 per plate and a $100.00 rental for the use of the hall; and,

WHEREAS, the County Treasurer would be directed to pay for the cost of the County Employees only; however, spouses are required to purchase their own meal; 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 payment of the cost of the County Employees to attend the Christmas Party at $8.57 per plate and a $100.00 rental for the use of the hall.

SECTION 3. Authorization to Officers.

The Fayette County Board Chairman is authorized, empowered and directed to the County Treasurer to pay the amount submitted by the County Clerk for payment of the Christmas Party.

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 13th day of November, 2018, upon yea and nay vote as follows:

Ayes 14
Nays 0
Absent 0

APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of November, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

[SEAL]

Vicky Conder
Fayette County Clerk
Meredith Stewart, Chief Managing Officer of the Probation Department, respectfully requests the County Board to close the Courthouse, Thursday, December 11, 2018, from 11:00 a.m. to 1:00 p.m. for the annual County Employee Christmas Party.
(This page intentionally left blank)
RESOLUTION    #2018-11-13-H

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 13th day of Nov., 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 on an as-needed basis.

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 2019, commencing December 1, 2018 and ending November 30, 2019, 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 2019.

Passed and adopted by the County Board of Fayette County, Illinois, this 13th day of November, 2018.

[Signature]
Chairman

[Signature]
County Clerk

ATTEST
October 25, 2018

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 FY19 contribution for participating in our Agency’s program will remain at the same amount as FY18. The amount due from your county is listed on the enclosed billing statement.

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,

Patrick J. Delfino
Director

enclosures
STATE’S ATTORNEYS APPELLATE PROSECUTOR

October 25, 2018

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, 2018 - November 30, 2019

County fiscal year December 1, 2018, through November 30, 2019. 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, special prosecution charges, or cannabis fines.
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-11-13-1

AN ORDINANCE APPROVING ADDENDUM A TO THE LETTER OF AGREEMENT FOR RETAINED COUNTY ADMINISTRATIVE SERVICES BY BELLWETHER, LLC

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 13th DAY OF NOVEMBER, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 13th DAY OF NOVEMBER, 2018
ORDINANCE NO. 2018-11-13-I

AN ORDINANCE APPROVING ADDENDUM A TO THE LETTER OF AGREEMENT FOR RETAINED COUNTY ADMINISTRATIVE SERVICES BY BELLWETHER, LLC

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, Bellwether, LLC has presented an Addendum A to the Letter of Agreement to act as the Contract Administrator for the County; and

WHEREAS, said position is outlined and detailed in the Addendum A presented and letter of agreement (Addendum A of the Letter of Agreement for Fayette County, Illinois is attached and incorporated herein as Exhibit A in triplicate); and

WHEREAS, said Letter of Agreement would be billed at the rate of $7,000.00 per month; and

WHEREAS, it is in the best interests of the County to approve the attached Addendum A to the Letter of 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 Addendum A to the Letter of Agreement between the Fayette County Board and Bellwether, LLC.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Addendum A to the Letter of 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 agreement. Upon passage and signing of this Ordinance and the Addendum, 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 Addendum.

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 __13th____ day of November, 2018, upon yea and nay vote as follows:

Ayes __14____
Nays __0____
Absent __0____

APPROVED by the Chairman of the Fayette County Board, Illinois on the __13th____ day of November, 2018.

__________________________
Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

__________________________
Vicky Condler
Fayette County Clerk

[SEAL]
Letter of Agreement
Addendum A

Bellwether LLC  
200 W. North Street - Box 803  
Normal, Illinois 61761

Fayette County  
221 S 7th St  
Vandalia IL 62471

October 23, 2018

To the Honorable Chairman,

This Addendum extends the dates of service for the original Letter of Agreement (Agreement) dated July 7, 2017 and summarizes our understanding of the services requested by Fayette County (Client) from Bellwether LLC (Bellwether).

This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by mail, fax or email.

The Agreement is as follows:

Desired Service

1. Client desires to retain Bellwether as the Contract Administrator for Fayette County. Principle among the client's desires are:

   a. Conduct ongoing financial analysis with actions toward continued expense reduction
   b. Support the County Board in addressing issues in the normal course of providing local governance to Fayette County.
   c. Develop the County Budget with a goal of final approval prior to 12/01/2019
   d. Facilitate department leadership coordination and planning
   e. Serve as a resource for department leadership on employment issues.
   f. Review and provide guidance on contracts, bidding and renewal
   g. Review and propose improvements to the Fayette County Property Tax Process
   h. Review / Develop a county Risk Management Plan and review insurance costs
   i. Serve as a resource to Elected Officials
      i. Attend the County Board Meeting as a seated, non-voting representative
      ii. Facilitate Inter-departmental efforts
      iii. Respond to Department Heads and County Board Member questions via meetings, phone calls and email.
   j. Other services as mutually agreed between client and Bellwether.
Payment for Service

1. Invoices shall be submitted at the end of each month for payment in the next available claims approval.
2. Client shall pay a monthly fee of Seven Thousand Dollars ($7,000.00) for services listed above.
3. In instances where Bellwether is required to be onsite more than two days per month a mileage fee per trip of One Hundred Thirty Four Dollars ($134.00) shall apply.
   a. Bellwether reserves the right to add additional onsite visits without an additional fee during peak activity periods.

Term

1. The term of this Agreement ("Term") will commence as of December 1, 2018, and will continue until December 1, 2019.
2. The condition of the agreement may be altered in a written document signed by both parties in the manner described in this Agreement.

Force Majeure

1. Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

Notice

1. Any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

No Other Agreement

1. This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.
Governing Law

1. This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

Attorney's Fees

1. We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

Remedy of the Parties

1. Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

Assignment

1. This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.

Relationship of the Parties

1. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.
Termination

1. Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

   (a) A breach or default of a provision of this Agreement which is not cured within the period set forth;

   (b) A Force Majeure Event that continues for a period of thirty (30) days; or

   (c) The death or incapacity of either party during the Term

2. In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

Headings

1. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return me by either paper copy or electronic copy.

[Signature]
Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

Accepted and agreed to on 13th, 2018 by [Signature]
For Fayette County
(This page intentionally left blank)
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-11-13-J

AN ORDINANCE APPROVING BY-LAWS OF THE
FAYETTE COUNTY BOARD

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 13th DAY OF NOVEMBER, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 13th DAY OF NOVEMBER, 2018
ORDINANCE NO. 2018-11-13-J

AN ORDINANCE APPROVING BY-LAWS OF THE FAYETTE COUNTY BOARD

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, it is in the best interests of the County to approve the attached By-Laws (attached hereto as Exhibit A).

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 By-Laws.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman and Vice-Chairman are authorized, empowered and directed to execute the By-Laws in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman and Vice-Chairman on such Contract. Upon passage and signing of this Ordinance and the By-Laws, 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 By-Laws.

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 13th day of November, 2018, 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
DEBRA L. WARNER  Yea
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
DARRELL SCHAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Yea
GLENDA J. BARTELS  Yea
WADE WILHOUR  Yea
CHAD AUSTIN  Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of November, 2018.

Jeffrey E. Beckman, Chairperson  
Fayette County Board, Illinois

ATTEST:

Vicky Conder  
Fayette County Clerk

(SEAL)
BY-LAWS OF THE COUNTY BOARD
FAVETTE COUNTY, ILLINOIS

These By-Laws of the “County Board, Fayette County, Illinois”, hereafter called “Fayette County Board” or “Board”, are adopted this 13th, and are intended to amend the present By-Laws, and shall supersede all previous By-Laws, Rules and Regulations of this Board. These By-Laws will be in full affect until revoked or amended.

AUTHORITY

Fayette County was organized in 1821, and operates under a Township form of Government. Fayette County shall be governed by fourteen (14) elected County Board Members which shall constitute the Fayette County Board, with two Board Members being elected from each of the seven (7) County Districts of the County. The Fayette County Board is the governing body of County of Fayette [55 ILCS 5/2-5003] having the powers provided for by the Constitution and laws of the State of Illinois.

Section 1. QUORUM

1.1 - A Quorum of the Fayette County Board shall exist when a majority of the elected Board members are present. Hence, eight (8) of fourteen (14) elected Board members shall constitute a quorum of the full board. A majority of the assigned members present shall constitute a quorum of any standing committee. All meetings of the Fayette County Board and its sub committees shall be held in accordance with the Illinois Open Meetings Act.

Section 2. OFFICERS

2.1 - The Officers of the Fayette County Board shall be the Chairperson, Vice-Chairperson, and Secretary.

2.2 - The election of the Board Chairperson and Vice-Chairperson shall be held at the Organizational Board meeting on the first Monday in December of each even numbered year as defined in Sec 3.1, or upon the vacancy of either the position of Board Chairperson or Vice-Chairperson. Each Officer shall serve until the next Organizational Board meeting. The meeting shall be conducted according to the Constitution and laws of the State of Illinois. Re-Authorization of the Fayette County By-Laws shall be an appropriate agenda and action item of the Fayette County Board at the bi-annual Organizational Meeting.

2.3 - The procedure for electing a Chairperson of the Board is as follows: Nominations shall be made by voice nomination, and voting shall be by voice vote or show of hands, and shall conform to the requirements of the Illinois Open Meetings Act. The number of votes received by each nominee shall be revealed by the Teller, who shall be the County Clerk.

2.4 - If more than two (2) candidates are nominated for Chairperson, and none of the candidates receive a majority of the votes cast on the first ballot, the candidate receiving the least number of votes shall be withdrawn from candidacy for the next ballot. Ballot shall continue in such
manner until one person receives a majority of the votes cast. In the event of a tie of votes cast after four (4) ballots, the decision shall be made by casting lots.

2.5 - Subsequent to the election of the Chairperson, there shall immediately follow an election for the Vice-Chairperson, using the same elective process as that for the Chairperson.

2.6 - The Vice-Chairperson shall serve in the place of the Chairperson in case of absence, illness, accident, or the inability of the Chairperson to serve. In the case of the absence of the Chairperson and the Vice-Chairperson, at any meeting, the members present shall choose one of the elected Board members to serve as acting Chairperson for that particular meeting, and such acting Chairperson shall have the same rights and privileges as the Chairperson during such meeting.

2.7 - Removal of Chairperson or Vice-Chairperson.
Upon a request of a majority of members of the County Board an agenda item called “request to re-call officer of the Fayette County Board” shall be placed on the agenda for a Regular or Special meeting (section 3) of the County Board. During board action a correctly made motion naming the officer and office will be in order and recognized by the Board Chairperson. Upon second, and at the conclusion of regular debate a 2/3rd affirmative vote of the members present and voting will be required to re-call an officer of the Board. If the re-call vote is successful, the process outlined in section 2 shall be followed to elect a replacement officer.

2.8 – The County Clerk shall serve as Secretary of the Board.

Section 3. MEETINGS OF THE BOARD

3.1 – The meetings of the Fayette County Board shall be as follows:

3.2 – Organization Meeting – 1st Monday in December in all even numbered years at 7:00 PM to be convened at the Fayette County Courthouse.

3.3 – Regular Meeting – 2nd Tuesday of each calendar month, at 6:00 PM, to be convened at the Fayette County Courthouse, with the exception of the December Board meeting in all even numbered years which shall be held immediately following the Organizational meeting. Regular meetings of the Fayette County Board may be rescheduled to accommodate the needs of the County or to ensure quorum. All meetings shall conform to the Illinois Open Meetings Act.

3.4 – Special meetings of the Board may be called by the Chairperson, or upon the request of three (3) or more Board members having made petition to the Board Chairperson for such meeting.

Section 4. ORDER OF BUSINESS

The Order of business shall be as follows:

1. Call to Order.
2. Pledge of Allegiance to the Flag of our Country.
3. Roll Call of Board Members.
4. Public Comment: Related to matters listed on the agenda.
5. Presentation and approval of minutes of the previous meeting, with any corrections made as appropriate.
6. Presentations of petitions.
7. Communications.
8. Reports of Standing Committees.
11. Board Member comments and non-action items.
12. Adjourn.

Section 5. RULES OF ORDER

5.1 – Every member present at the putting of a question shall vote thereon, unless there is a conflict of interest, and/or excused by the Chairperson.

5.2 – Every motion shall be submitted in writing if requested by the Chairperson or any member of the Board.

5.3 – Roll call of yea or nay shall be called upon any question pending when requested by the Chairperson of any members.

5.4 – The order of calling roll for a yea or nay vote shall be as follows. Board members shall be listed alphabetically by last name. At the first meeting of the Board requiring roll call vote, beginning with the regular meeting immediately following the Organizational meeting, the first name called for roll shall be the first name listed on the alphabetic listing of Board members, and shall proceed to call roll alphabetically by last name.

5.5 – The Chairperson of the Board shall be entitled to vote on all matters coming before the Board for vote.

5.6 – Per Diem allowance shall be paid to all Board members for all Board meetings, Committee meetings, and related committee activities. The Per Diem rate shall be set every ten (10) years by Board Resolution prior to the beginning of the fiscal year beginning in 2002. Mileage allowance shall be paid to all Board members, including the Chairperson, for travel to and from such meetings, and shall be paid at such rate as approved by the IRS for such travel.

5.7 – The Chairperson shall receive a salary set by the Board every two (2) years at the November meeting prior to the organizational meeting. Salary shall be paid monthly.

5.8 – All claims of Board members for attendance at Board meetings, committee meetings and related services shall be itemized and sworn to, and shall be subject in all respects to valid bills or claims against the County. No Board member may file a claim for a service he or she attends voluntarily. Claims will only be paid for services where the member is required or asked to attend.

5.9 – Fayette County Board members shall be permitted to file more than one claim for services rendered on any calendar day, but not to exceed two for any such day.
5.10 – All claims against the County shall not be allowed until referred to and approved by the Finance Committee, and approved by the County Board.

5.11 – The Agenda for each Board meeting shall be set by the Chairperson, and shall be available prior to the meeting.

5.12 – All resolutions or motions which call for the expending of money shall be voted by roll call of yea or nay.

5.13 – No by-law shall be altered or amended except by a two-thirds (2/3) affirmative vote of the entire Board. All resolutions to amend, add or delete any By-law of this Board shall be presented in writing at a regular meeting of the Board. Such resolution shall lay over at least one month, with action being taken at a subsequent Board meeting.

5.14 – The County employee holiday schedule will be determined by the Board at either the November or December meeting, annually.

5.15 – All appointments made for persons to serve on Governing Boards of organizations under the control of the County shall be presented by the Chairperson to the Board with action on such appointment taken at a regular meeting of the Board. A listing of such Governing Boards shall be attached at Appendix A. A listing of all appointed members shall be maintained by the Secretary of the Board.

5.16 - Meetings of the Fayette County Board shall be conducted according to Robert’s Rules of Order, except when Rules of Order of the Fayette County Board shall apply.

5.16.1 Adherence to the Illinois Open Meetings Act is paramount and will guide all official meetings. Robert’s Rules shall guide the County Board in the conduct of business to the extent that it supports good order and civility.

5.16.2 When Robert’s Rules appear to limit or frustrate the completion of county business, a motion may be made to suspend the rule. The motion must be approved by two thirds vote.

Section 6. COMMITTEE RULES

6.1 – All standing and special committees shall be appointed by the County Board Chairperson with the approval of the County Board. The Chairperson may appoint a special committee to select the members of the standing and special committees. Said committees will be presented to the County Board for approval.

6.2 – The Board Chairperson and Board Vice-Chairperson may be appointed to standing committees, and shall serve as ex-officio member of all committees. The Board Chairperson and Vice-Chairperson shall not vote at committee meetings other than at the meetings of committees to which he/she is appointed, unless his/her presence is needed to make a quorum. The Committee Chairperson must declare during the roll call of the meeting if the Board Chairperson and/or Board Vice-Chairperson is required for quorum and if they are eligible to vote on matters before the Committee.
6.3 – The first name presented on the committee shall be the chairperson of that committee.

6.4 – Before the organizational meeting of the County Board, each member may submit to the County Clerk his or her preference of committee assignments.

6.5 – The Chairperson of any standing committee, with the approval of the County Board, may create sub-committees as may be necessary to more effectively accomplish the business of such standing committee. Appointments to such sub-committees shall be made by the committee Chairperson, and shall be restricted to members of the standing committee. Sub-committees shall be responsible to the standing committee.

6.6 – Standing Committees shall meet once a month if necessary. However, the Chairperson of each standing committee is authorized to call together his/her committee when in their judgment the business of the County so requires.

6.7 – Committee reports shall include the date, time and place of such meeting(s); the members present; all money expended by the committee, which is within the amount limited by Board actions; make record of all bids received, all contracts let by the committee, and all grants and proposals to be brought before the County Board. Such committee reports shall include such narrative detail, and attached reports if any, as to fully describe the activities and decisions of the committee.

6.8 – The actions of all committees shall have the approval of the Board as a whole, unless otherwise specifically defined or authorized.

6.9 – Appointive Officers employed by the Board, and supervised by Board Committees are identified in Appendix B. Copies of employment contracts shall be maintained by the Board Secretary. In regard to employment of Appointive Officers, it shall be the duty of the responsible committee to duly advertise for an applicant for the office to be filled at least thirty (30) days prior to the time such office or officer is to be appointed by the County Board. The Committee shall report to and make a recommendation to the County Board. Such publication shall not be made where the officer is to be appointed or re-hired for successive terms. Further, when an individual is to be released or not reappointed, the Committee shall notify the County Clerk as soon as possible prior to the termination of employment of such officer.

**Section 7. COMMITTEES & BOARD APPOINTMENTS**

7.1 – The Standing and Special Committees of the Board shall be listed in this section including the Name of the committee, the Number of Committee Members, the frequency of its meeting.

7.2 – All committees shall meet at such time and place as convened by the Chairman. Listing of such Committees are named herein.

- Building & Grounds
- Claims
- County Liquor
• Economic Development
• E.M.A
• Extension
• Finance
• Health–TB
• Insurance & Personnel
• Judiciary
• Motor Fuel Tax
• Purchasing & Printing
• Resource
• Road & Bridge
• Rules & Regulations
• Sheriff
• Solid Waste
• Subdivision

7.3 – Board Appointments to other governing boards, commissions, and districts.

7.3.1 – The Chairperson of the County Board shall appoint members to various special districts, governing boards and organizations established by agreement. Appointments shall be made consistent with the Laws of the State of Illinois.

7.3.2 – The Chairperson of the County Board shall appoint members of the Fayette County Board to various special districts, governing boards and organizations to serve as a voting member or as a communication liaison. Appointments shall be made consistent with the Laws of the State of Illinois.

Section 8. BUDGET AUTHORITY AND AMMENDENT

8.1 The Fayette County Board is the final authority on county budgets.

8.1.1 The Finance Committee shall prepare Fiscal Year Budget Guidelines for Board approval.

8.1.2 The Board shall invite county departments to submit budget requests in accordance with approved Fiscal Year Budget Guidelines.

8.1.3 No individual may create a financial obligation upon the County without expressed permission of the County Board.

8.1.4 The Fayette County Board at the organization meeting, may grant standing authority for elected officials use of designated funds within their office. (i.e. Automation Fund, Law Library Fund, etc)

8.2 Fayette County Department Heads (Elected and Appointed) shall present budget requirements to their respective Committees and submit budget requests to the County
Administrator in accordance with the Fiscal Year Budget Guidelines provided by the Board.

8.2.1 Departments without Committee assignment will present budget requests directly to the County Administrator. Committee agreement with the department requested budget does not constitute approval.

8.3 The Fayette County Administrator shall reconcile variations from the Fiscal Year Budget Guidelines and compile the department request into draft and final documents.

8.3.1 In the absence of a County Administrator the collected department heads shall nominate a Budget Coordinator to compile department requests and prepare final documents.

8.3.2 Changes to the Committee approved draft shall be reported to the committee by the respective Department Head.

8.4 The County Administrator shall prepare and present a draft budget document to the Finance Committee for review and approval prior to presentation to the Board.

8.4.1 The Finance Committee shall forward a recommended budget to the Board for final review and approval by two thirds vote.

8.5 From time-to-time budget amendments may be necessary. The following process shall be followed:

8.5.1 Department Heads may approve budget transfer within like sub-funds. (i.e. transfer from full time salary to part time salary)

8.5.2 Committees may approve budget transfers within like funds. (i.e. transfer from one equipment fund to another equipment fund)

8.5.3 Transfers between dissimilar funds (i.e. transfer from equipment to salary) or between departments shall be presented to the Finance Committee for review and to the Board for approval by two thirds roll call vote.

8.5.4 Requests for budget increases in any form must include a demonstrated revenue source.

Section 9. County Policies

9.1 – CODE OF ETHICS

9.1.1 Every member of the County Board shall subscribe annually to a Code of Ethics as approved by this Board, and as evidenced as Appendix A. The initial
subscription to such Code shall be upon the approval of these By-Laws, and subsequently in December of each year.

9.2 — **SEXUAL HARRASSMENT**

9.2.1 It is the Fayette County's policy that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status or any other classification prohibited under federal or state law. Sexual misconduct is also prohibited. Fayette County will neither tolerate nor condone discrimination, harassment or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom Fayette County has a business, service, or professional relationship. “Employee” for purposes of this policy includes any individual performing services for Fayette County, an apprentice, an applicant for apprenticeship, or an unpaid intern. Retaliation against an employee who complains about or reports any act of discrimination, harassment or misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. Fayette County is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct and retaliation. Fayette County will take disciplinary action, up to and including termination, against an employee who violates this policy.

**Section 10. APPROVAL AND EXECUTION**

These By-Laws are approved this 13th, at the City of Vandalia, Fayette County, Illinois

By:  
Jeffrey E. Beckman  
Chairperson of the Board

By:  
Darrell Schaal  
Vice-Chairperson of the Board

Attested to:

By:  
Vicky Conder  
County Clerk – Board Secretary
Appendix A - Code of Ethics

The County of Fayette is committed to the highest standards of conduct by, and among, County officials in the performance of their public duties. Individual and collective adherence to high ethical standards by public officials is central to the maintenance of public trust and confidence in government.

While County officials agree on the need for proper conduct, they may experience personal conflict or differing views of values or loyalties.

In such cases, the principles contained in the Code of Ethics provide valuable guidance in reaching decisions which are governed, ultimately, by the dictates of the individual conscience of the public officials and his or her commitment to the public good.

Certain of these ethical principles are best expressed as positive statements: actions which should be taken; courses which should be followed; goals which should permeate both public and private conduct. Other principles are expressed as negative statements: actions to be avoided and conduct to be condemned.

The Code of Ethics for Fayette County Officials has been created by, and for, elected County officials. However, these principles apply to the day to day conduct of both elected and appointed officials, and to the employees of County government.

Fayette County recognizes that this Code of Ethics should serve as a valuable guide for all those in whom the public has placed its trust.

The Ethical County Official should:

- Properly administer the affairs of the County.
- Promote decisions which only benefit the public interest.
- Actively promote public confidence in County government.
- Keep safe all funds and other properties of the County.
- Conduct and perform the duties of the office diligently and promptly dispose of the business of the County.
- Maintain a positive image to pass constant scrutiny.
- Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality fiscal responsibility.
- Inject the prestige of the office into everyday dealings with the public, employees and associates.
- Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
- Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the County.
- Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.
The Ethical County Official should not:

- Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
- Improperly influence or attempt to influence other officials to act in his or her benefit.
- Accept anything of value from any source which is offered to influence his or her action as a public official.

The ethical County Official accepts the responsibility that his or her mission is that of servant and steward to the public.

Subscribed to this ______ Day of ________, ________

By: __________________________________________
(This page intentionally left blank)
PASSED AND APPROVED BY the Fayette County Board Members on this 13th day of November A.D. 2018.

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The following funds are hereby levied upon all of the taxable property in the County of Fayette, State of Illinois, as the same is assessed and equalized for Tax Year 2018 for the following sums of so much thereof as may be legally extended for the following funds:

LEVY ORDINANCE FOR TAX YEAR 2018

ORDINANCE NO. 2018-11-13-M
The amount appropriated and budgeted for each object and purpose is as follows:

ON THE 03 DAY OF NOVEMBER A.D. 2019, I, the Mayor of the City of Fayette, as the Head of Executive for the Fiscal Year Commencing on the 1st day of December, 2018, and ending the 30th day of November, 2019, do hereby declare that the Budget and Appropriation for the Fiscal Year 2018-2019 as approved by the County Board of the County of Fayette, State of Illinois, shall be the amount hereinafter set forth, or so much as may be authorized by law, or so much as is necessary for the support of the County, its officers, employees, and agencies, and the operation of all departments and agencies of the County of Fayette, State of Illinois, for the fiscal year ending on November 30, 2019.

ORDINANCE NO. 2018-11-13-1
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</tr>
<tr>
<td>$370</td>
<td>Supply Assessments/Kit Fund</td>
</tr>
<tr>
<td>$98,665</td>
<td>Circuit Clerk Document Starch</td>
</tr>
<tr>
<td>$250,430</td>
<td>Property Office Fee Fund</td>
</tr>
<tr>
<td>$369,200</td>
<td>County Bridge Fund</td>
</tr>
<tr>
<td>$330,000</td>
<td>Federal Aid Matching Highway Fund</td>
</tr>
<tr>
<td>$316,475</td>
<td>Engineering Fund</td>
</tr>
<tr>
<td>$549,427</td>
<td>County Highway Fund</td>
</tr>
<tr>
<td>$515,000</td>
<td>Unemployment Fund</td>
</tr>
<tr>
<td>$501,499</td>
<td>Liability Insurance Fund</td>
</tr>
<tr>
<td>$287,130</td>
<td>IMF Fund</td>
</tr>
<tr>
<td>$291,283</td>
<td>Social Security Fund</td>
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</tbody>
</table>
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<table>
<thead>
<tr>
<th>NAME OF HOLIDAY</th>
<th>COURTHOUSE CLOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Tuesday, January 01, 2019</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Monday, February 18, 2019</td>
</tr>
<tr>
<td>Easter Holiday</td>
<td>Friday, April 19, 2019</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday, May 27, 2019 (Observed)</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Thursday, July 04, 2019</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday, September 02, 2019</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Monday, October 14, 2019</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>Monday, November 11, 2019</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday, November 28, 2019</td>
</tr>
<tr>
<td></td>
<td>Friday, November 29, 2019</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>Tuesday, December 24, 2019 (Except Sheriff)</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Wednesday, December 25, 2019</td>
</tr>
<tr>
<td>MONTH</td>
<td>DATE</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>JANUARY</td>
<td>TUESDAY, JANUARY 8, 2019</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>TUESDAY, FEBRUARY 12, 2019</td>
</tr>
<tr>
<td>MARCH</td>
<td>TUESDAY, MARCH 12, 2019</td>
</tr>
<tr>
<td>APRIL</td>
<td>THURSDAY, APRIL 11, 2019</td>
</tr>
<tr>
<td>MAY</td>
<td>TUESDAY, MAY 14, 2019</td>
</tr>
<tr>
<td>JUNE</td>
<td>TUESDAY, JUNE 11, 2019</td>
</tr>
<tr>
<td>JULY</td>
<td>TUESDAY, JULY 09, 2019</td>
</tr>
<tr>
<td>AUGUST</td>
<td>TUESDAY, AUGUST 13, 2019</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>TUESDAY, SEPTEMBER 10, 2019</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>TUESDAY, OCTOBER 08, 2019</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>TUESDAY, NOVEMBER 12, 2019</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>TUESDAY, DECEMBER 10, 2019</td>
</tr>
</tbody>
</table>
### 2019 Fayette County Holiday Schedule

<table>
<thead>
<tr>
<th>Name of Holiday</th>
<th>Courthouse Closed</th>
</tr>
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