RESOLUTION NO. 2019-02-12-A

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN INVESTMENT GRADE AUDIT AGREEMENT WITH SMARTWATT ENERGY, INC

WHEREAS, the Fayette County Board issued a Request for Proposals (RFP) dated 01/09/19 under Illinois Local Government Energy Conservation ACT, 50 ILCS 515 seeking proposals from qualified contractors to provide a comprehensive energy management and building-related capital improvement services to reduce utility and operating costs and selected SmartWatt Energy, Inc for these services; and

WHEREAS, SmartWatt Energy Inc shall furnish all labor, materials, and equipment and perform all work required for the completion of an Investment Grade Audit (IGA) to identify energy saving measures and equipment replacement; and

NOW, THEREFORE, BE IT RESOLVED, that Chairman of the Fayette County Board is hereby authorized to enter into an Investment Grade Audit Agreement with SmartWatt Energy, Inc, for the completion of an Investment Grade Audit with a fee in an amount not to exceed $5,000. This fee will be waived upon entering into a guaranteed energy savings agreement between Fayette County and SmartWatt Energy Inc. Any requirements to follow formal bidding procedures, if any, are satisfied by Fayette County’s Request for Proposal dated 01/09/19.
ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of February, 2019, upon yea and nay vote as follows:

Present 11

Aye 11

Nay 0

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of February, 2019.

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

ATTEST:

[Signature]
Vicky L. Conder
Fayette County Clerk

(SEAL)
INVESTMENT GRADE AUDIT AGREEMENT

THIS INVESTMENT GRADE AUDIT AGREEMENT (this "Agreement") is made and effective [___________] (the "Effective Date"), by and between Fayette County Illinois ("Owner"), with an address at 221 South Seventh St, Vandalia, IL 62471, and SMARTWATT ENERGY, INC. ("SmartWatt"), with an address at 3 Rosell Drive, Ballston Lake, New York 12019. Owner and SmartWatt are sometimes referred to herein, individually, as a "Party", and, collectively, as the "Parties".

RECITALS

A. Owner is a County incorporated under the laws of the State of Illinois, and is a Unit of Local Government within the meaning of the Illinois Local Government Energy Conservation Act, 50 ILCS 515 (the "Act").

B. Owner owns and operates certain facilities described on the attached Schedule 1 (the "Facilities"), and desires to procure long-term energy cost savings and reduce related expenses in the operation of such Facilities.

C. Owner has determined that an investment grade comprehensive energy use and savings analysis and audit (the "IGA") must be performed at the Facilities in order to determine the feasibility of entering into an energy performance contracting project for the installation and implementation of energy conservation measures ("ECMs") at the Facilities.

D. SmartWatt is a New York business corporation and is duly authorized to do business in the State of Illinois, and is a Qualified Provider within the meaning of the Act.

E. Based upon proposals received following Owner’s Request for Proposals, Owner has selected SmartWatt to perform the IGA, in accordance with the terms of this Agreement.

F. The Parties now desire to enter into this Agreement pursuant to which SmartWatt shall perform the IGA and other services described herein (the "Services").

NOW, THEREFORE, the Parties agree as follows:

1. THE SERVICES:

1.1 Scope of the Services. The scope of the Services to be carried out by SmartWatt pursuant to this Agreement shall generally consist of the performance of the IGA and, pursuant thereto, the preparation of a detailed engineering and economic report (the "IGA Report") that specifically identifies the ECMs that are recommended to be installed and/or implemented at the Facilities. The IGA Report shall also set forth detailed projections of the energy and cost savings to be obtained at the Facilities as a result of the installation of the recommended ECMs. The primary purpose of the IGA Report is to
provide an engineering and economic basis for negotiating a Guaranteed Energy Savings Contract, within the meaning of 50 ILCS 515. The full scope of the Services to be performed by SmartWatt in the performance of the IGA is set forth on the attached Schedule 2.

1.2 General Obligations.

a. Warranty of Services. SmartWatt warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature and scope as the Services. The warranty expressed in this Section 1.2(a) shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto Owner.

b. Compliance with Applicable Law. SmartWatt will comply with all applicable provisions of federal, state and local law when performing the Services.

2. TERM: This Agreement shall commence on the Effective Date, and, unless sooner terminated in accordance with the terms hereof, shall continue until Owner and SmartWatt successfully negotiate and enter into a Guaranteed Energy Savings Contract for the installation and implementation of some or all of the ECMs recommended in the IGA Report.

3. COMPENSATION: As full compensation for the performance of the Services, Owner agrees to pay SmartWatt the sum of five thousand dollars ($5,000) (the “IGA Fee”) within sixty (60) days after the delivery to Owner of the IGA Report.

3.1 Waiver. Notwithstanding the foregoing, SmartWatt waives, and Owner shall have no obligation to pay, the IGA Fee if: i) Owner and SmartWatt successfully negotiate and enter into a Guaranteed Energy Savings Contract for the installation and implementation of some or all of the ECMs recommended in the IGA Report, it being acknowledged that the costs of performing the IGA will be transferred to the total cost and fee in such Guaranteed Energy Savings Contract, or ii) SmartWatt cannot provide a guaranteed, self-funding program.

4. TERMINATION:

4.1 By Owner. Upon ten (10) days’ advance written notice to SmartWatt, Owner may terminate this Agreement:

a. At Owner’s election at any time prior to the delivery of the IGA Report. If such termination occurs prior to delivery of the IGA Report, Owner shall be responsible for paying for the percentage of the total Services rendered, plus all reasonable costs and expenses of SmartWatt incurred, through the date of termination, provided, however that in no event shall the amount owed be greater than the IGA Fee.
4.2 **Termination by SmartWatt.** Upon ten (10) days’ advance written notice to Owner, SmartWatt may terminate this agreement for the following reasons:

a. If work has been suspended for any reason by Owner for a continuous period exceeding ninety (90) days;

b. If the procurement of financing for Owner is contained in the scope of Services set forth in Schedule 2, and thereafter during the performance of the IGA SmartWatt determines that the financing for the Project is not attainable.

In the event of such termination by SmartWatt, Owner shall be responsible for paying for the percentage of the total Services rendered, plus all reasonable costs and expenses of SmartWatt incurred, through the date of termination, provided, however in no event shall the amount owed be greater than the IGA Fee.

5. **OWNER OBLIGATIONS:**

a. Owner agrees to furnish SmartWatt with all necessary information to fulfill its obligation under this agreement, including but not limited to:

   i. Utility bills for the most current 3-year period (electric, gas, water)
   ii. Records of maintenance expenditures on energy or water-using equipment, including service contracts
   iii. Original construction submittals and factory data, as available
   iv. Prior energy audits or studies, if any

b. Owner agrees to work exclusively with SmartWatt on this project for the term of this Agreement.

c. Owner shall provide an Owner’s representative. Such representative shall be fully acquainted to the work and agree to furnish SmartWatt the required information of the Owner.

6. **INDEMNIFICATION:** SmartWatt shall indemnify and hold Owner and its employees harmless from and against all claims, losses, or damages arising from the performance of the Services, provided that the same are attributable to bodily injury, death and/or damage to property, but only to the extent caused by the negligent, reckless or wrongful acts or omissions of SmartWatt or anyone for whose acts SmartWatt is liable. In no event shall this indemnification apply to liability to the extent caused by the negligence or willful misconduct of the party to be indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, any worker’s compensation act, or other employee benefit acts.

7. **INSURANCE:** At all times during the term of this Agreement, SmartWatt shall provide and maintain the following insurance coverage:
a. Worker’s Compensation insurance with statutory limits and Employers’ Liability insurance of at least $1,000,000 per accident/occurrence.

b. Commercial General Liability Insurance written on an occurrence basis, including contractual liability coverage, broad form property damage including coverage for explosion, collapse and underground hazards, personal injury and advertising insurance coverage, and products and completed operations coverage (for a period of 3 years), with not less than the following limits of liability:

   Each Occurrence Limit: $1,000,000
   General Aggregate Limit: $2,000,000
   Personal and Advertising Injury Limit: $1,000,000
   Medical Pay: $5,000

c. Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles, with not less than the following limits of liability:

   Combined Single Limit
   Bodily Injury and Property Damage: $1,000,000 Each Occurrence

d. Professional Liability or Errors & Omissions Insurance for claims arising from the negligent performance of any professional Services under this Agreement, which shall be General Office Coverage, with not less than the following limits:

   Per claim: $1,000,000
   Aggregate: $2,000,000

e. Excess Umbrella. All liability insurance may be arranged under a single policy for the full limits required or by a combination of primary, excess, and/or umbrella liability policies.

   Owner shall be named as an additional insured on all coverage obtained by SmartWatt under all liability policies except Professional Liability and Workers’ Compensation, on a primary and non-contributory with respect to any liability coverage maintained by Owner. The foregoing policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days’ prior written notice has been given to Owner. Certificates of Insurance showing such coverage to be in force shall be filed with Owner prior to commencement of the Services. All insurers shall be authorized and licensed to provide insurance in the State of Illinois, and shall be rated as A- or better by A.M. Best.
8. MUTUAL WAIVER OF DAMAGES: Except to the extent of applicable insurance coverage under insurance policies procured pursuant to this Agreement, Owner and SmartWatt agree to waive all claims against the other for all special, indirect, consequential, remote, punitive, exemplary, or similar damages that may arise out of or relate to this Agreement. This waiver includes, but is not limited to, Owner’s loss of use of the Facilities, all rental expenses incurred, loss of services of employees, or loss of reputation, and SmartWatt’s loss of business, loss of financing, principal office overhead and profits, loss of profits not related to this project, or loss of reputation. The provisions of this Section 8 shall survive the termination of this Agreement.

9. GENERAL PROVISIONS:

9.1 Notice. All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery; or (ii) a nationally-recognized overnight delivery service that provides proof of delivery and addressed to the other Party at such Party’s address specified below. Such address may be changed by a Party giving notice thereof in accordance with this provision.

To Owner:

____________________________________
____________________________________
Attn: ____________________________

To SMARTWATT:  SmartWatt Energy, Inc.
                 3 Rosell Drive, Ballston Lake
                 New York 12019
                 Attn: Christopher Covell

9.2 Independent Capacity. The Parties agree that SmartWatt is an independent contractor, and that SmartWatt and its employees and agents, shall act in an independent capacity in the performance of this Agreement, and shall not be construed as officers, employees, or agents of Owner. In addition, this Agreement shall not be construed as creating any partnership or joint venture between the Parties.

9.3 Force Majeure. If causes beyond a Party’s reasonable control delay, impair or prevent the performance of any of such Party’s obligations hereunder, expressly excepting, however, the payment of money, the time for such performance shall be extended for a reasonable period of time commensurate with the time and nature of the cause. Such causes shall include, but not be limited to: changes ordered in the scope of services or obligations, acts or omissions of the other Party or others beyond the control of the Party whose performance is required, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the performance of the Services, acts of governmental agencies, or unavoidable accidents or circumstances, Hazardous Materials or differing site conditions.

9.4 Further Documents. The Parties agree to execute and deliver all further documents and perform all further acts that may be reasonably necessary to effectuate the
provisions of this Agreement.

9.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflicts of laws rules or principles of this State or any other jurisdiction.

9.6 Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.7 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

9.8 Interpretation. The Parties agree that the following shall govern the interpretation of this Agreement: (a) Headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; (b) The grouping of the articles in this Agreement and of specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions; (c) The terms “herein,” “hereof” and “hereunder,” and words of similar import, refer to this Agreement as a whole and not to any particular Section, Subsection or Schedule or Exhibit; and (d) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

9.9 SmartWatt Property. All property used by SmartWatt in connection with the Services, including equipment, tools, drawings, designs, documentation, schematics, test equipment, software, and associated media remain the exclusive property of SmartWatt. Owner agrees not to use such property for any purpose at any time. Owner agrees to allow SmartWatt personnel to retrieve and to remove all such materials remaining after the completion of the Services or at the end of the term of this Agreement. Owner acknowledges that any SmartWatt software included in the Services is proprietary and will be delivered only after execution of and pursuant to a SmartWatt standard licensing agreement.

9.10 Binding Effect. This Agreement and the Contract Documents shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

9.11 Amendment. This Agreement may be amended, modified or supplemented only by written agreement signed by the Parties.
9.12 Assignment. SmartWatt acknowledges that Owner is induced to enter into this Agreement by, among other things, the qualifications of SmartWatt. Accordingly, SmartWatt agrees that this Agreement shall not be assigned in whole or in part to another person or entity, without the prior written approval of Owner.

9.13 Entire Agreement. This Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. Each Party acknowledges that no Party has made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein.

9.14 Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The transmission of the signature of a Party by facsimile, email or other electronic means shall be deemed an original thereof by the Party receiving such signature.

[Signature Page Immediately Follows]
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

SMARTWATT ENERGY, INC.

By: ____________________________
   Name: _________________________
   Title: __________________________

By: ____________________________
   Name: _________________________
   Title: __________________________
SCHEDULE 1: FACILITIES

Courthouse
Sherriff's Department & Jail Facility
Animal Shelter
Health Department
SCHEDULE 2: SCOPE OF WORK

The Investment Grade Audit (IGA) will be performed at the (4) main buildings at Fayette County. The IGA will focus on Energy Conservation Measures (ECMs) identified in the Preliminary Feasibility Assessment (PFA) including measures listed under the heading “Other Measures Considered”. The IGA analysis will generally include energy savings projections using accepted methodologies, such as described in ASHRAE 90.1, installed cost estimates suitable for budget preparation, basic specifications and preliminary design documentation including all expected system interfaces. The details of the ECMs appear in the PFA delivered on 07/27/2018 and are subject to change by mutual agreement. The ECMs to be analyzed are summarized below:

- Lighting Improvements
- Building Envelope Improvements
- DDC Control Upgrades
- HVAC Upgrades
- Renewable Energy Systems
- Water Conservation

Additional energy conservation measures may be evaluated as part of the IGA.

Investment Grade Audit Overview
The objective of the Investment Grade Audit is to analyze Energy Conservation Measures (ECMs) at the buildings served to make the buildings more energy efficient with improved environmental conditions for the occupants.

The IGA report will contain detailed projections of energy and cost savings to be obtained at the facility as a result of the installation or implementation of the ECMs identified. The savings calculations will document assumptions, projections, and baselines that best represent the true value of future energy or operational savings for the facility, including marginal cost for each unit of energy savings (e.g., $/kWh) at the time the audit is performed; documented material and non-staff labor costs actually avoided; adjustments to the baseline to reflect current conditions at the facility compared to the historic base period; calculations that account for the interactive effects of the recommended ECMs, etc. The report will clearly describe how utility tariffs were used (where applicable) to calculate savings for all ECMs identified. The report will describe SmartWatt’s plan for installing or implementing the measures, including all anticipated costs associated with the installation and implementation.

During the performance of the IGA, equipment specific measurements will be performed, which includes the installation of data loggers to determine parameters such as lighting levels, hours of use, power draw, temperatures, and flow rates. An inventory of major mechanical and electric equipment and lighting technologies will be performed and nameplate information documented.

SmartWatt will conduct interviews with Facility operation and maintenance staff regarding the Facility’s mechanical systems operation, occupancy patterns and problems with comfort levels or
equipment reliability.

SmartWatt shall examine the most recent 12 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water. SmartWatt will consult with Facility staff and account for any unusual or anomalous utility bills that may skew Base Year consumption from a reasonable representation.

An analysis of the energy consumption and cost will be provided in the audit report. Common billing units (e.g., kWh, therms, and gallons) will be provided as well as BTUs and cost for each fuel source. A monthly summary of energy usage and costs will be provided. A summary of the buildings including type of facility (primary use), square footage, and general construction description will be included in the report. A list of major facility energy using equipment will be provided.

Investment Grade Audit Scope of Work
SmartWatt shall provide a detailed study to determine whether particular ECMs identified in the Preliminary Feasibility Assessment can be implemented under a self-funding program. This study will provide the information described below:

A. IGA Development Tasks
   a. Audits of energy consumption of existing equipment, including estimated energy and cost savings, and proposed retrofit costs.
   b. Energy savings calculations, including all assumptions and detailed spreadsheet calculations showing how savings were determined.
   c. Written narrative of each feasible FIM describing equipment to be removed or replaced, and new equipment to be installed. Typical specifications will be provided for new major equipment items including catalog cut sheets and pertinent equipment parameters such as: power rating, estimated energy consumption, input/output, power ratio, lighting level, noise levels, estimated equipment life, locations, maintenance requirements, etc.
   d. Total estimated ECM Cost (engineering, design, construction, and other costs required over the life of the payback term).
   e. Breakdown of financial incentives for each ECM.
   f. Estimated annual energy and operations and maintenance current costs and savings as applicable for each ECM.
   g. Obtain the IGA data by visiting the site, consulting with Fayette County’s technical representative(s), and by other action as necessary, to develop accurate and complete information.

B. Investment Grade Audit Report
a. EXECUTIVE SUMMARY
   i. Project Overview
   ii. Summary of ECMs Proposed
   iii. Project Guidelines and Goals
   iv. Utility Incentives Summary
   v. Environmental Benefits
   vi. Other Measures Considered but not Recommended

b. FACILITY DESCRIPTION
   i. Facility Location(s)
   ii. Facility Overview (building and equipment summary)

c. UTILITY USAGE OVERVIEW
   i. Annual Energy Usage and Cost Summary
   ii. Utility Rate Review (overview of tariffs and rates to be used in calculations)
   iii. Utility Baseline
   iv. Reconciliation of Usage to Baseline (unusual findings)
   v. Utility Benchmarking

d. ECM DESCRIPTIONS
   i. Title
   ii. Summary Table (cost savings, cost, available incentive)
   iii. Facilities Affected
   iv. Observations
   v. Recommendation
   vi. Savings Summary
   vii. Baseline Usage and Cost
   viii. Post Retrofit Usage and Cost
   ix. O&M Savings Summary (assumptions, years applicable)
   x. Utility Incentive

e. M&V PLAN (Including Risk, Responsibility and Performance Matrix)

f. SUMMARY/CLOSING
   i. Financial Summary
   ii. Project Management and Schedule

C. Submission Requirements

   a. The results of the study will be delivered to Fayette County in the form of three (3) printed reports and a PDF saved to thumb drive.
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RESOLUTION NO. 2019-02-12-B

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 is working with local companies to ensure that the workforce is developing and meeting the needs of the citizens of Fayette County as to stimulate growth; and,

WHEREAS, Vandalia ONE has requested to add Fayette County to a Partnership, outlined in a Memorandum of Understanding (attached hereto as Exhibit A); and,

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board can be added to the Documentation of Partnership outlined in the Vandalia ONE Workforce Development Memorandum of Understanding.

BE IT FURTHER RESOLVED, by the Fayette County Board that the effective date of this Resolution shall be the date of passage of this resolution.

PASSED by the County Board of the Fayette County, Illinois on the ___12th___ day of February, 2019, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>BRYCE KISTLER</td>
<td>Yea</td>
</tr>
<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
</tr>
<tr>
<td>JOE A. WILLS</td>
<td>Yea</td>
</tr>
<tr>
<td>JEFFREY BECKMAN</td>
<td>Absent</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 SCHAAAL</td>
<td>Yea</td>
</tr>
<tr>
<td>JENNY WAGGONER</td>
<td>Yea</td>
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<tr>
<td>GLENN GURTNER</td>
<td>Yea</td>
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<tr>
<td>GLENSA J. BARTELS</td>
<td>Absent</td>
</tr>
<tr>
<td>MERRELL H. COLLINS</td>
<td>Yea</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Absent</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of February, 2019.

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

ATTEST:

[Signature]
Vicky Gander
Fayette County Clerk

[SEAL]
Documentation of the Partnership

Vandalia ONE Workforce Development Memorandum of Understanding (MOU)

Kaskaskia Corp.
Kaskaskia College
City of Vandalia Economic Development
Fayette County Hospital
Blind Society
Sloan Implement - Vandalia
Heart and Home Realty
Greater Fayette County Chamber of Commerce
First National Bank
Okaw Vocational Center
Regional Office of Education #3
Luallen, Cearlock, Barth, & Burnam, Ltd.
Priority Staffing Group, Ltd.
Vandalia Community High School
CEFS WIOA
Fayette County Health Department
WKRV-WPMB
Willowbrook Memory Support Residences of Vandalia
McKellar, Robertson, McCarty & Click Insurance, Ltd.
Bates Insurance Agency, LLC.
Liberty Utilities
ConAgra Foods
Vandalia Back Pain Center

Whereas, it is recognized that a nationwide shortage exists for skilled workers and college ready high school graduates.
Whereas, it is recognized that eight of every 10 Illinois jobs require more than a high school diploma, fewer than three-fourths of Illinois students who begin high school will graduate and fewer than one-third will go on to earn a two- or four-year degree.

Whereas, it is recognized in response to the above a broader vision of school reform must be developed that will incorporate multiple career pathways for students, provide a more expanded role for employers in supporting such pathways, and promote a new social compact between society and its young people.

Whereas the Illinois P-20 Council has established a goal to increase the proportion of adults in Illinois with high-quality degrees and credentials to 60% by the year 2025, and Illinois Pathways has established Sample Pathways to support college and career readiness for all students.

Whereas, the partnership between the State of Illinois' education and economic development agencies have provided the capacity for Illinois Pathways to support local programs that empower students to explore their academic and career interests while also supporting new statewide, public private partnerships known as Learning Exchanges that better coordinate investments, resources and planning for those programs.

Whereas, it has been determined through asset mapping that of the sixteen Career and Technical Education Career Clusters most needed in the Vandalia ONE and Fayette County region are: Health Science; Agriculture, Food and Natural Resources; Manufacturing; and Transportation, Distribution and Logistics. Be it therefore resolved that the partners as listed agree to join together to leverage all available local, state, and national resources within the community to develop career pathways for the students in all partner school districts in the areas of Health Science, Agriculture, Food, and Natural Resources, Manufacturing, and Transportation, and Distribution and Logistics by the 2020-2021 school year and continue to grow additional Pathways for its students in the years beyond.

This agreement is made by and between all partners listed above for the period of January 2019 through June 2025. With this agreement comes the commitment that each partner will be actively engaged at a minimum of four times a year.

Kaskaskia Corp.
By: ____________________________
Walt Barenfanger

Kaskaskia College
By: ____________________________
George Evans, President

First National Bank
By: ____________________________
Joe Schaal

City of Vandalia Economic Department
By: ____________________________
By: ____________________________
Ricky Gottman, Mayor
Amber Daulbaugh

Fayette County Hospital
By: ____________________________
Greg Starnes

Heart and Home Reality
By: ____________________________
Sandy Michel Stempinski, Broker

Greater Fayette County Chamber of Commerce
By: ____________________________
Joe Schaal

Sloan Implement – Vandalia
By: ____________________________
Don Redeker

Luallen, Cearlock, Barth, & Burnam, Ltd.
By: ____________________________
Mark Burnam, CPA

Priority Staffing Group, Ltd.
By: ____________________________
Kara Metzger, Director of Operations
Vandalia Community High School

ConAgra Food
By: ____________________________

LaQuita Booher
John Kaiser

Willowbrook Memory Support Residences
By: ____________________________

Morgan Becker
Jennifer Kibler

Okaw Vocational Center
By: ____________________________
Nick Casey, Okaw Director

Regional Office of Education #3
By: ____________________________
Julie Wollerman, Regional Superintendent

Greta Krueger, Assistant Principal

CEFS WIOA
By: ____________________________
Heidi Cade

Fayette County Health Department
By: ____________________________
Melissa Storck, Administrator

WKRV-WPMB
By: __________________________

Todd Stapleton, General Manager

McKellar, Robertson, McCarty & Click Insurance, Ltd.
By: __________________________

Patrick Click

Bates Insurance Agency, LLC.
By: __________________________

Ty Bates, Agent

Liberty Utilities
By: __________________________

Les Smith, Manager Operations

Vandalia Back Pain Center
By: __________________________

Jess Jackson
INTERGOVERNMENTAL COOPERATION AGREEMENT

The Fayette County Board of Directors, in Fayette County, Illinois, seeks to support the efforts of the City of Vandalia, to obtain Community Development Block Grant (CDBG) funds from the Illinois Department of Commerce and Economic Opportunity for the replacement of some old, antiquated water main in the NE portion of the City and in the South Central portion of the City of Vandalia. Particularly regarding, in the southern portion of Eighth Street, south of Edwards Street, to a location south of the streets end, towards the Country Club. A portion of this existing line to be replaced is located outside of the Vandalia Municipal Boundaries and is within the Fayette County jurisdiction, located in on the south side of Vandalia, Illinois.

As the chief executives of our respective local governments, we are signing this agreement to cooperate as much as needed to accomplish these improvements.

The City of Vandalia is hereby designated as the lead agency for this application and will be the applicant for the funds. The City of Vandalia will be liable for all program administration functions should the grant be awarded.

BY: Ricky Gottman, Mayor City of Vandalia, Illinois

Jeffery E. Beckman, Chairman Fayette County Board of Directors

ATTEST: Peggy Bowen, City Clerk City of Vandalia

Vicky Conder, County Clerk Fayette County

(Date) (Date)
INTERGOVERNMENTAL COOPERATION AGREEMENT

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BY: Ricky Gottman, Mayor
    City of Vandalia, Illinois

BY: Jeffery E. Beckman, Chairman
    Fayette County Board of Directors

ATTEST: Peggy Bowen, City Clerk
         City of Vandalia

ATTEST: Vicky Conder, County Clerk
         Fayette County

(Date)

2/12/2019 (Date)
INTERGOVERNMENTAL COOPERATION AGREEMENT

The Fayette County Board of Directors, in Fayette County, Illinois, seeks to support the efforts of the City of Vandalia, to obtain Community Development Block Grant (CDBG) funds from the Illinois Department of Commerce and Economic Opportunity for the replacement of some old, antiquated water main in the NE portion of the City and in the South Central portion of the City of Vandalia. Particularly regarding, in the southern portion of Eighth Street, south of Edwards Street, to a location south of the streets end, towards the Country Club. A portion of this existing line to be replaced is located outside of the Vandalia Municipal Boundaries and is within the Fayette County jurisdiction, located in on the south side of Vandalia, Illinois.

As the chief executives of our respective local governments, we are signing this agreement to cooperate as much as needed to accomplish these improvements.

The City of Vandalia is hereby designated as the lead agency for this application and will be the applicant for the funds. The City of Vandalia will be liable for all program administration functions should the grant be awarded.

BY: 
Ricky Gottman, Mayor 
City of Vandalia, Illinois 

BY: 
Jeffery E. Beckman, Chairman 
Fayette County Board of Directors 

ATTEST: 
Peggy Bowen, City Clerk 
City of Vandalia 

ATTEST: 
Vicky Conder, County Clerk 
Fayette County 

(Date) 
(Date) 

21/12/2019
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RESOLUTION NO. 2019-02-12-C

RESOLUTION TO APPROVE THE CONTRACT WITH N. HARRIS COMPUTER CORPORATION (TIMECLOCK PLUS PURCHASE)

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 is responsible for ensuring timely and accurate compensation and benefits administration as required by state and federal law; and

WHEREAS, the Health Department and County General Fund will be splitting the cost of the agreement for implementation of the timekeeping and benefits administration system;

NOW THEREFORE BE IT RESOLVED, by the Fayette County Board, that the County Board Chairman be authorized to enter into this agreement effective upon the approval of this resolution.

PASSED by the County Board of the Fayette County, Illinois on the 12th day of February, 2019, upon yea and nay vote as follows:

Ayes  11
Nays  4
Absent  3
ADOPTED by the County Board of the Fayette County, Illinois on the 13th day of February, 2019, upon yea and nay vote as follows:

Present 11

Aye 11

Nay 8

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of February, 2019.

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

ATTEST:

[Signature]
Vicky L. Conder
Fayette County Clerk

[SEAL]
This understanding between **Fayette County Clerk** at 221 S 7th St, Vandalia IL 62471 ("Purchaser") and **N. Harris Computer Corporation** at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Price</th>
<th>Ext Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TimeClock Plus v7 Professional Edition</td>
<td>$1,207.00</td>
<td>$1,207.00</td>
</tr>
<tr>
<td>170</td>
<td>OW-v7 Professional Employee Licenses</td>
<td>$38.50</td>
<td>$6,545.00</td>
</tr>
<tr>
<td></td>
<td>Includes licenses for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>152 F/T</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>33 P/T</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>TimeClock Plus Advanced Scheduler module - OW</td>
<td>$36.00</td>
<td>$1,620.00</td>
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<tr>
<td></td>
<td>Includes Advanced Scheduling functionality for 45 employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>152</td>
<td>TimeClock Plus FMLA Tracking - Family Medical Leave Act - OW</td>
<td>$8.24</td>
<td>$1,252.48</td>
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<tr>
<td></td>
<td>FMLA Case Tracking for 112 FTE employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Shift Differential - OW</td>
<td>$728.00</td>
<td>$728.00</td>
</tr>
<tr>
<td>1</td>
<td>TimeClock Plus Mobile App (Unlimited Devices)</td>
<td>$1,300.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>1</td>
<td>Job Costing Module - OW</td>
<td>$584.00</td>
<td>$584.00</td>
</tr>
<tr>
<td>1</td>
<td>Split by Percentage Module - Cost Codes-OW</td>
<td>$584.00</td>
<td>$584.00</td>
</tr>
<tr>
<td>1</td>
<td>OpenWindow - TimeClock Plus Export Module</td>
<td>$1,005.00</td>
<td>$1,005.00</td>
</tr>
<tr>
<td>1</td>
<td>TimeClock Plus Auto Import Module Integration for TimeClock Plus</td>
<td>$585.00</td>
<td>$585.00</td>
</tr>
<tr>
<td>1</td>
<td>OWF-TimeClock Plus Time and Attendance Interface - Standard</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Integration for Open Window Payroll</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>TimeClock Plus Discount - OW</td>
<td>($870.70)</td>
<td>($870.70)</td>
</tr>
<tr>
<td></td>
<td>Discount on employee licenses and TimeClock Plus v7 Professional Edition</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Good until 2/28/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total SOFTWARE LICENSES:</strong></td>
<td><strong>$17,039.78</strong></td>
<td></td>
</tr>
</tbody>
</table>

**PROFESSIONAL SERVICES:**

Application Consulting

1 | TimeClock Plus Project Management                                   | $1,500.00 | $1,500.00 |
|   | Project Management for project over 100 employees                   |        |            |

2.50 | TimeClock Plus Consulting & Training                               | $1,050.00 | $2,625.00 |
|     | Includes 3 days on-site training and 4 hours remote training       |        |            |

| Subtotal | $4,125.00 |
1.50  TimeClock Plus Software Installation/Configuration  
Includes installation of software and configuration of database  
$1,050.00  $1,575.00

Subtotal  $1,575.00
Total PROFESSIONAL SERVICES:  $5,700.00
TOTAL:  $22,739.78
ANNUAL MAINTENANCE & SUPPORT:  $3,750.00

If you are interested in moving forward with purchase, please sign this quote and email the signed quote to Holly Caston at hcaston@harrislocalgov.com on or before February 28, 2019. A signed quote must be received on or before February 28, 2019 to secure the included discount.

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.
AGREEMENT TERMS AND CONDITIONS:

1. Definition

   a. Software Applications "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost can be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description.

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third party licenses or Harris services that may be necessary to perform a third party license upgrade. MSF also includes access to the Harris support hot line.
The initial maintenance amount will be billed and due the earlier of sixty (60) days from the date of signing of the Agreement or the date which represents the Completion of Services. Harris reserves the right to change maintenance and support fees from time to time.

Subsequent years’ MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF will be monitored and will lead to denial of support, upgrade privileges and termination of Licenses. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing “the lapsed” MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of $150.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser’s MSF.

8. Forms

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-fifty dollars ($150) per hour.

9. Professional Services

Additional professional services are available on-site or via the telephone. Telephone work is billed at $150.00 per hour. On-site work is billed at $1050.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a $250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser’s offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser’s offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser’s offices, fifty-five dollars ($55) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser’s office on a holiday, one hundred-ten dollars ($110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris Computer Systems - Confidential

Contract #: HKC-T1Y6S1

2/4/2019

Page 4 of 7
Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.

b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.

c. Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer
a. Co-operation by Purchaser The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

c. Project Manager The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s).

14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process
With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser’s behalf:

Name: Jeffrey E Beckman Title: Chairman-Fayette County Board

Name: Darrell Schaal Title: Vice-Chairman-Fayette County Board

The following individuals are authorized to sign off on change orders on Harris’s behalf:

Jennifer Hartley - Director of Professional Services
Marcus Myers – Professional Services Manager
Jody Bennett – VP of Sales

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris’ then current schedule permits. Harris is not responsible for any delay in Purchaser’s project resulting from Purchaser’s cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of New York in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: Fayette County Clerk (IL)

By: Jeffrey E Beckman Date: 2/12/2019

Title: Chairman-Fayette County Board

Harris Computer Systems - Confidential

Contract#: HKC-T1Y6S1

2/4/2019

Page 6 of 7
Purchaser's Project Leader:
Contact Name: Iris Virden  Vicky Conder
Contact Title: Deputy Clerk  Clerk & Recorder
E-mail address: ivirden@fayettecountyillinois.org  vcond@fayettecountyillinois.org
Phone #: (618) 283-5000

Purchaser's Accounts Payable Dept Information:
Billing Address: 221 S 7th St
Vandalia IL 62471
Accounts Payable Contact: Iris Virden
Email Address: ivirden@fayettecountyillinois.org
Phone & Fax #: (618) 283-5000  Fax 283-5004
Alternate Contact: Vicky Conder
TimeClock Plus® Advanced Scheduler

Efficiently manage employee schedules, eliminate gaps in coverage, and prevent unforeseen labor costs.

**Master Schedule**

Get a bird's eye view of an entire location or department with Master Schedule. Shifts are configured up to a year in advance and published once or set to recur. Employees may then check schedules with ease from PCs, clocking terminals, and mobile devices.

**Shift Assignments**

A visual schedule allows administrators to see real-time snapshots of schedules by any period with simple drag and drop assignments and offers for open shifts. The integrated Shift Board gives a quick view of dropped, swapped, and pending shifts for fast and easy approval.

**Customizable Dashboard**

See the scheduling information that matters most to you in an instant. Widgets are instantly updated to show open shifts, drop requests, and expiring qualifications.

Data Management, Inc.
1 TimeClock Dr., San Angelo, TX 76904
Tel: (325) 223-9500  Sales: (800) 749-8463  Fax: (325) 223-9104
www.timeclockplus.com
Immediate Access To Critical Data

Group Hours
Group Hours allows a manager to view hours for several employees at once, as well as add/edit/delete hours for multiple employees.

Employee Status
Employee Status is a nifty management tool that allows management to have an updated view of who has clocked in or out, who is currently on break (and for how long), last punches, employee hour totals, minors' working hours, and so forth.

Scheduler
Your managers can view/create schedules for individual employees, or view/create a complete company-wide schedule to apply to multiple employees. Each schedule can then be used by TimeClock Manager to monitor and restrict clock in/out operations or as a reference point when reporting tardies and absences. Reports (like the Schedule vs. Actual Hours report) allow managers to view what the employee was scheduled to work versus what the employee actually worked. Scheduler also helps forecast hourly labor cost and labor cost as a percentage of sales.

Data Management, Inc.
1 TimeClock Dr., San Angelo, TX 76904
Tel: (325) 223-9500
Sales: (800) 749-8463
Fax: (325) 223-9104
www.timeclockplus.com
The FMLA module is a powerful addition that compliments TimeClock Plus. This proactive solution allows administrators to efficiently track and manage FMLA. The easy to configure company-wide settings make it simple to manage FMLA requests in a streamlined process.

FMLA Configuration Settings

Company-wide settings: adjust FMLA eligibility rules, periods, and calculations.

"At any given time, 10.7% of employees are on FMLA leave.

Reason Codes

#1 reason for FMLA leave to be denied: documentation not received on time.

Customizable documents: assign required documents to each reason code

Questions

Customizable reason codes: spell out why an employee wants to request FMLA leave.

"At any given time, 10.7% of employees are on FMLA leave.

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Tel: (325) 223-9500  Sales: (800) 749-8463  Fax: (325) 223-9104
www.timeclockplus.com
Touch Screen

Our RDTg with touch screen is a clock device that allows your employees to clock in and out by entering a Personal Identification Number (PIN) on a 7-inch capacitive touch screen. The employee can clock in and out, change job code, go on break, and more by simply entering in the number you’ve assigned as their TimeClock Plus ID number.

Setup is simple. Just hang the clock on the wall, give everyone an ID number, and that’s it. The RDTg is also completely modular. You can choose from a number of features to suit your organization’s needs.

Employee Self Service Features
- Go on break during a shift
- Choose/change departments during a shift
- Choose/change tasks worked during a shift
- Receive messages from management
- Track multiple shifts each day
- View hours for any pay period
- View hours this shift
- View schedule this period & next
- Make time off or schedule requests
- Approve hours
- View accruals

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www.timeclockplus.com
# TimeClock Plus® RDTg Specifications

**Display**
7" 800x480 TFT LCD with PWM LED backlight, 16x9 Aspect Ratio Touchscreen: Capacitive with nontouch available

**Processor**
Freescale iMX6 Solo @ 1GHz

**Memory**
1GB DDR3 RAM, 512MB NAND Flash; expandable via uSD slot

**Clock**
Battery backed RTC, 12- or 24-hour format

**Keypad**
27 keys with tactile feedback; #0-9, 12 defined function keys, 5 navigation keys

**Operating System**
Linux OS

**Diagnostics**
Onboard diagnostics

**Interface**
Standard 10/100/1000 ethernet Optional WiFi/modem via USB installed device Standard (3) USB 2.0 ports, 1 external, 2 internal

**Indicators**
3 on Front Panel; Power, Battery, Link Status

**Enclosure**
ABS; secured with keylock

**Power**
Standard 12VDC at 1.25A maximum Optional Li-Polymer Battery Pack with 3 hour run-time

**Environment**
Operating temperature: 0 to 50°C (32 to 122°F)  Storage temperature: -20 to 80°C (-4 to 176°F)

**Dimensions**
Base Display Module: 5.25"H x 7.75"W x 2.75"D  With Optional Keypad Module: add 3.69"W  With Optional Biometric Module: add 1.875"W  With Optional Prox Card Reader Module: add 1.75"W; (Note: must be placed on end of assembly)  With Optional Swipe Reader Module: add 1.19"W; (Note: must be placed on end of assembly)

**Certifications**
CE Mark, FCC Part 15 Class A

**Accessories (Optional)**
Biometric Readers: Digital Persona, Cogent
Magnetic Stripe Reader
Optical (BarCode) Swipe Reader
HID Proximity Reader
Relay Board: 2 Relays, 2 Inputs, Serial Interface, External Wiegand Reader connections via terminal block
Audio/Video:
- VGA Low- light Camera with LED Illumination light source
- Audio codec + PWM Beeper/Transducer
- 1W speaker

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**Data Management, Inc.**
1 TimeClock Dr., San Angelo, TX 76904  Tel: (325) 223-9500  Sales: (800) 749-8463  Fax: (325) 223-9104  www.timeclockplus.com
Your payroll professionals know the stresses created when payroll comes due. Your business managers know the significance that errors in payroll calculation have. The cost of time consumed calculating employee information and keying it into payroll, along with the risk of error, is why we’ve developed Payroll Export Modules. TimeClock Plus takes the next logical step in automating the process of doing payroll by allowing management to transfer hours directly to many payroll packages.

**Easy to Use**

TimeClock Plus includes the ability to export hours and other fields of information to a file that, depending on the format, may be viewed in another application such as Microsoft Excel or imported into a payroll application such as QuickBooks. Once configured, the process of exporting can be as simple as selecting the dates you wish to export and clicking Process to begin exporting your hours.

**Specifications**

The ability to quickly move hours from a time and attendance system to a payroll package is extremely important. TimeClock Plus offers export modules to do just that. Each module is written to the specifications of different payroll applications, allowing you to export hours to a file, which can then be imported into payroll.

**Save Time**

We understand the impact of time saved and errors prevented during the payroll process. That’s why we’ve created a specialized PIM (Payroll Interface Modules) group dedicated to the development, testing, deployment and support of interfaces between TimeClock Plus and 3rd party applications for payroll, HR, ERP and others.

**Interface Capabilities**

At the end of each pay period, your payroll department will export a file from TimeClock Plus which will import directly into the fields of your specific payroll program. TimeClock Plus currently interfaces with applications such as:

- Spectrum
- Accounting +Plus
- OpenWindow
- MSI
- TBS
- TRIO
- Delta
Use Anywhere

TimeClock Plus Mobile is designed to deploy employee time and attendance information into the palm of your hands. This solution gives a mobile connection to your TimeClock Plus® system allowing your employees to perform clock operations whenever and wherever they need. For companies with employees on the go, TimeClock Plus Mobile eliminates timesheets, allowing higher employee productivity. Employees can perform clock operations using their mobile device to record punch transactions on the live TimeClock Plus database, without having direct access to a workstation!

Features

- Clock In
- Clock Out
- Go on Break
- Change Job Code
- Change Cost Code (Job Costing Required)
- Tracked Field Entry
- Missed Punches
- Message Review from Management
- Manage Approvals

TimeClock Plus Mobile is Designed for all Android and iOS Devices
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2019-02-12-E

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 12th ________ DAY OF FEBRUARY, 2019

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS _______ 12th ____________ DAY OF FEBRUARY, 2019
ORDINANCE NO. 2019-02-12-E

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

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, Public Transportation is an essential public purposes for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and,

WHEREAS, Fayette County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof, pursuant to the Intergovernmental Agreement (attached hereto as Exhibit A); and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq authorizes a county to provide for public transportation within the Fayette County limits:

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

SECTION 1. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement. Shelby County shall hereby provide public transportation within the Fayette County Limits pursuant to said agreement.
SECTION 2. AUTHORIZATION TO OFFICERS.

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

That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application to the Illinois Department of Transportation.

SECTION 4. AUTHORIZATION TO OTHERS.

That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application and all required Grant Agreements to the Illinois Department of Transportation.

SECTION 5. SEVERABILITY.

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

SECTION 6. REPEALER.

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

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of February, 2019, upon yea and nay vote as follows:

Present 11

Aye 11

Nay 0
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of February, 2019.

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

ATTEST:
[Signature]
Vicky E. Conder
Fayette County Clerk

[SEAL]
Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.

3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.

4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.

5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.

6. That the terms of this Agreement will be effective for the twelve-month grant period.

7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.

10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2019 to June 30, 2020 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By: __________________________________________
   Chairperson, Shelby County Board

ATTEST:

___________________________________________
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: _________________________________________
   Chairperson, Fayette County Board

ATTEST:

___________________________________________
Fayette County Clerk
February 12, 2019

Dan Krankeola, President/CEO
The Tourism Bureau ILLINOISouth
4387 N Illinois St., Suite 200
Swansea IL 62226

RE: FY 2020 Certification and Commitment

Dear Mr. Krankeola:

The purpose of this letter is to indicate that the Fayette County Board will continue to recognize The Tourism Bureau ILLINOISouth as a state certified tourism bureau.

As one of the certified Tourism Bureaus within the State of Illinois, we understand that The Tourism Bureau ILLINOISouth will provide support through its FY2020 annual program for its service area, which includes Fayette County, Illinois.

We look forward to working with The Tourism Bureau ILLINOISouth to develop an effective marketing program for Fayette and other counties in the region.

Respectfully,

[Signature]

Jeffrey E Beckman, Chairman
Fayette County Board
JEB: cjh
January 24, 2019

Chairman Jeff Beckman
Fayette County
221 S. 7th Street
Vandalia, IL 62471

Re: FY 2020 Certification

Dear Chairman Beckman:

Every year ILLINOISouth Tourism requires a bureau certification letter from each of our twenty-three counties as requested by the Illinois Office of Tourism and DCEO. The counties are as follows: Bond, Clark, Clay, Clinton, Crawford, Cumberland, Edwards, Fayette, Hamilton, Jasper, Lawrence, Madison, Marion, Monroe, Montgomery, Perry, Randolph, Richland, St. Clair, Wabash, Wayne, Washington and White.

Please send your letter stating that Fayette County continues to recognize ILLINOISouth Tourism as your “state certified tourism bureau” by February 24, 2019. Enclosed is a copy of the letter your county submitted last year.

Today, travel and tourism has generated $1.39 billion from our twenty-three counties. We have made significant strides in achieving positive results positioned as the sales and marketing arm for the region.

Please call me if you have any questions.

Sincerely,

[Signature]

Dan Krankeola
President/CEO
The Tourism Bureau ILLINOISouth

/cms

cc: Marvin Steinkamp

Enclosure

4387 N. Illinois St. Suite 200 Swansea, IL 62226
Phone: 618-257-1488
February 6, 2018

Dan Kranekloa, President/CEO
The Tourism Bureau ILLINOISouth
4387 N. Illinois St., Suite 200
Swansea, IL 62226

Re: FY 2019 Certification and Commitment

Dear Ms. Sopiars:

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Respectfully,

Jeffrey E. Beckman, Chairman
Fayette County Board

JEB:vlc
January 24, 2019

The enclosed letter has been sent to each County Board Chairman and County Clerk in our region.
We would appreciate it if you could add this item to the Agenda for the next County Board Meeting.

Please contact me should you have any questions.

Thank you,

Christine Sopiars
Executive Assistant
ILLINOISouth Tourism

618-257-1488
csopiars@illinoisouth.org
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[Signature]

Dan Krankeola
President/CEO
The Tourism Bureau ILLINOISouth

/cms

cc: Marvin Steinkamp

Enclosure