

COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2024-06-11-B

AN ORDINANCE AMENDING THE BUDGET FOR RETIREE INSURANCE

ADOPTED BY THE FAYETTE COUNTY BOARD

OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 11th DAY OF JUNE, 2024

PUBLISHED BY THE AUTHORITY OF

THE COUNTY BOARD OF FAYETTE COUNTY

THIS 11th DAY OF JUNE, 2024

**Ordinance of the County Board Of
Fayette County, Illinois**

WHEREAS, the Finance Committee of the Fayette County Board determined the amount of money estimated and deemed necessary to meet and defray the legal liabilities and necessary expenses that were anticipated to be incurred from December 01, 2023, through November 30, 2024, and listed their specific detailed general fund budget and special fund budgets by itemizing county expenditures for the fiscal year ending November 30, 2024; and

WHEREAS, the Fayette County Board concurred with the Finance Committee findings and adopted the Fayette County, Illinois Budget Appropriations and Tax Levy Ordinance for the fiscal year ending November 30, 2024; and

WHEREAS, since the adoption of the Budget Appropriation and Tax Levy Ordinance for the fiscal year ending November 30, 2024, the county in normal course of business has identified required clerical edits and necessary realignments; and

WHEREAS, the County Board sees fit to amend the previously approved Budget Appropriation parts of the Budget Appropriation and Tax Levy Ordinance; and

NOW THEREFORE, BE IT ORDAINED by the Fayette County Board that the following recommended budget amendments to the Fayette County budget are hereby adopted for the fiscal year ending November 30, 2024.

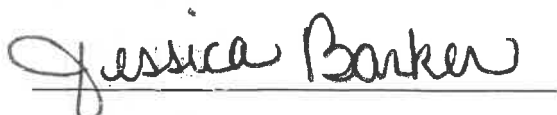
Expense			
Code #	Line Item	FY24 Budget	Amended Budget
001-000-476.20	Retiree Insurance	\$ 0	\$ 14,036.58

PRESENTED, APPROVED and ORDAINED by the Fayette County Board in regular session on the 11th day of June 2024.



Jacob Harris, Chairperson

ATTEST:



Jessica Barker, County Clerk & Recorder

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of July 01, 2024, by and between the “Client”:

FAYETTE COUNTY

and the “Consultant”:

MACIS GROUP, INC.

WHEREAS the Client wishes to retain the Consultant to furnish certain consulting services (hereinafter more particularly described), which the Consultant is qualified to perform on behalf of Client in the State of Illinois; and WHEREAS, the Consultant is willing to render such services and is properly registered to do so.

IN CONSIDERATION of the promises and other good and valuable consideration, the parties agree as follows:

I. Term and Conditions of Agreement

This agreement shall be effective as of June 1, 2024, and continue in full force and effect through December 1, 2025

- A. Subject to thirty (30) days written notice, the agreement may be terminated for any reason by either party.
- B. Termination shall not extinguish any of the contractual obligations of the Consultant or Client set forth in Sections VI, VII and VII of this Agreement and shall in no way be deemed to be construed as a restriction, limitation, or waiver of either party’s rights to pursue any additional available remedy at law or equity.
- C. Payment received from client for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

II. Consulting Services

- A. Client hereby retains the Consultant, and the Consultant hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation, and interests of Client in the State of Illinois in performing consulting services (hereinafter called “Services”). Such services shall include, but not be limited to, the following:
 - 1. Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of Client or its subsidiaries.

2. Provide Client with information and guidance as to the matters described in Subsection 2(A)(1) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement.
 3. Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation, or interests of the Client; and
 4. On instructions from an authorized representative designated under Section V, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include assisting in economic development, informing the client of available grants for various purpose, following the grants to completion, appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- B. The Consultant shall provide Client with written reports on its activities under this agreement on a quarterly basis, as well as sections pertinent to Client contained in the Consultant's semi-annual reporting requirements of activities to the State of Illinois.
- C. The Consultant shall maintain close liaison and frequent communication with the authorized representative designated under Section V.

III. Compensation

- A. In consideration of the Consultant's rendering of Services, Client shall pay the Consultant a retainer of.
- \$2,000.00 per month, to be paid monthly.
- B. It is understood and agreed that the compensation recited in Subsection (A) includes usual and ordinary costs and expenses. If the Consultant determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written, or upon subsequent approval, by the Client, or obtained from an authorized representative designated under Section V, the Client shall reimburse the Consultant for all such extraordinary costs and expenses within thirty (30) days upon receipt of a detailed accounting.

IV. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of the Consultant, or any represented individual or entity, the Consultant agrees to disclose the conflict or reasonable perception of a conflict to the Client in a timely manner, as to avoid any foreseeable harm to the Client. Further, if so, directed by the Client, the Consultant shall promptly refrain from performing Services with respect to such an area of conflicting interest.

The Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to the Consultant if, in Client's sole judgment and upon reasonable basis and belief, the Consultant's representation of its other client's conflicts with the best interests of the Client.

V. Authorized Representatives

For this agreement, Client's authorized representative shall be:

Jacob Harris

The client may designate from time to time additional or substitute authorized representatives by written notice to the Consultant.

The Consultant's primary contact will be:

Michael D. Kleinik

The Consultant may designate an additional or substitute authorized representative at their discretion and with approval from the Client. Client agrees that such acceptance shall not be unreasonably withheld, and the Consultant agrees to withdraw any additional contact person, should the Client indicate that a lack of direct communication is interfering or hindering the performance of the duties of this agreement and the working relationship between the Client and the Consultant.

VI. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state, and local laws regulating all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state, or local governmental or judicial body, agency, or official.

VII. Indemnification

The Consultant will assume full responsibility for and shall indemnify and hold harmless the Client and its directors, officers, employees, and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of the Consultant, or any designee, employee, agent, or representative of the Consultant, or any breach by the Consultant, or any designee, employee, agent, or representative of the Consultant, of any of the terms and provisions of this Agreement.

VIII. Non-Disclosure/Non-Compete Covenant, Confidentiality, and Secondary Work

During the term of this Agreement, the Consultant may have access to certain confidential information and may develop certain proprietary or time-sensitive information. The Consultant agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, any such information that has been learned or created through direct or indirect work or access due to work for the Client, as well as any other confidential information developed by the Consultant in rendering services. The Consultant shall not discuss future plans or any gained knowledge with anyone, except for an authorized designee, employee, agent, or representative of the Client. This provision shall be in effect for one (1) year after the termination of the Agreement ("Non-Disclosure Period"). If the Non-Disclosure Period is longer than the State statutory or judicially allowed time, the Non-Disclosure Period shall be the maximum time period allowed by law.

The Consultant further agrees that it shall not bring, provide, utilize, or disseminate any confidential or proprietary material of any former employer or client, or violate any other obligations the Consultant may have to any former employer.

Should any of this information be made available in the public domain by the Client or by third parties, the Consultant shall be free to use such publicly available information without breach of this Agreement.

During the period that the Consultant renders services to the Client, the Consultant agrees to not engage in any employment, business, representation, service, or activity that is in any way competitive with the business or proposed business of the Client ("Non-Compete Period"). Furthermore, it is agreed that during the one (1) year period following termination of the Agreement, the Consultant shall not hire, attempt to employ, or make any agreements for future employment or compensation to any current employees of the Employer.

While the Agreement is in effect, and for one (1) year following termination of the Agreement, the Consultant shall not solicit, receive, or agree to future terms of compensation or employment from or with any individual or entity being formally represented by the Client, while the Agreement was in effect.

Regarding additional, secondary employment, business, or compensation, the Consultant shall disclose and request approval from the Client, in writing, any other potential gainful employment, business, compensation, service, or activity that he or she is currently, or seeks to endeavor to be, associated with or participating in that may compete with or cause a conflict of interest, appearance of ethical violation, or inappropriate circumstance for the Client. The Consultant shall not assist any other person or organization in competing with the Client or in preparing to engage in competition with the business or prospective business(es) of the Client.

IX. Independent Contractor

The Consultant is and shall act as an independent contractor rendering Services hereunder.

X. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Client:

FAYETTE COUNTY
221 S. 7th Street
Vandalia, Illinois 62471

Consultant:

MACIS GROUP, INC.
106 Woodland Hills Ct.
Vandalia, IL 62471

XI. Integration

This Agreement contains the entire agreement between the parties, superseding in all respects all prior oral or written agreements or understandings related to the Agreement of the Parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

XII. Severability of Contract

The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

XIII. Choice of Law and Venue

The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Illinois. Any action to enforce or for breach of this Agreement shall be brought exclusively in the state or federal courts of the County of Fayette City of Vandalia. The Parties agree they will not contest the choice of law and venue provisions in this Paragraph.

The signature of each party will acknowledge this Agreement has been read, understood, and agreed to the terms and conditions.

IN WITNESS WHEREOF the Client has caused this Agreement to be executed by its duly authorized officers and the Consultant has agreed as of the date first above written.

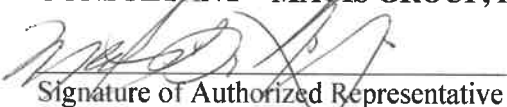
CLIENT – FAYETTE COUNTY


Signature of Authorized Representative

Jacob Harris
Print Name

Date June 13, 2024

CONSULTANT – MACIS GROUP, INC.


Signature of Authorized Representative

Michael D. Flenik
Print Name

Date June 13, 2024