

STATE OF ILLINOIS )

VERMILION COUNTY BOARD

Annex - County Board Room

) SS:

Tuesday, January 9, 2018

6:00 PM

COUNTY OF VERMILION )

**AGENDA**

1. Call to Order
2. Invocation/Moment of Silence – Jim Russell
3. Pledge of Allegiance – Tom Morse
4. Roll Call - Members Present and Roll Call for Attendance via Telephone
5. Adoption or Amendment to the Agenda
6. Approval of Minutes
7. Report on Claims- December
8. Raffle/Poker Run Application List
9. Audience Comments
10. Update on coal ash ponds at Dynegy
11. Executive/Legislation (Marron)
  - A. Resolution: Collection of Delinquent Taxes
  - B. Resolution – State’s Attorney’s Appellate Prosecutor Fund
  - C. Resolution – Employee Vehicle Use Policy
  - D. Resolution – Sexual Harassment
  - E. Ordinance – Infrastructure Maintenance
  - F. Ordinance – Working Cash Fund
  - G. Contract w/Presentation from Bruce Harris & Associates GIS Management and Consulting Services
  - H. Resolution – FOP Correction Officers Labor Contract (Documentation to follow)
12. Finance (Fourez)
  - A. Financial Update
  - B. Ordinance- Amendment to the combined annual budget and appropriation ordinance for the Health Insurance Fund
  - C. Ordinance- Amendment to the combined annual budget and appropriation ordinance for the Non-Departmental Services Fund
13. Technology (Walls)
  - A. Resolution - Pictometry Contract

14. Transportation (Baughn)

- A. Resolution- Appointment of County Engineer
- B. Resolution- Engineer Salary

15. Executive Sessions:

**A. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2.06**

To determine whether or not to release minutes from executive sessions of the County Board.

**B. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)**

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

**C. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)** Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

**D. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (6)**

The setting of a price for sale or lease of property owned by the public body.

**E. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (11)**

Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

16. Chairman's Comments/Items of Information

- A. January Birthdays: Phearn Butler and Crisi Walls
- B. Committee Chairperson's Comments (Golden, Marron, Fourez, Green, Hart, Bieritz, Nesbitt, Morse, Baughn, & Walls)
- C. Board Member Comments

17. Appointments For January 2018

**Northfork Special Service Area (Soil & Water) set to expire January 2018.**

**Appointment: Jeff Acton 14306 E. 2400 North Rd - Danville, IL 61834**

3 Year Term 01/2018 – 01/2021

Application on file

**Northfork Special Service Area (Soil & Water) set to expire January 2018.**

**Appointment: Thomas Beckner 35369 N. 1830 East Rd- Rossville, IL 60963**

3 Year Term 01/2018 – 01/2021

Application on file

**Northfork Special Service Area (Soil & Water) set to expire January 2018.**

**Appointment: Ed Layden, Jr. 41314 N. 2000 East Rd. – Hoopeston, IL 60942**

3 Year Term 01/2018 – 01/2021

Application on file

**Northfork Special Service Area (Plaintiff Appointment) set to expire January 2018.**

**Appointment: Doug Cunningham 26735 N. 1950 East – Bismarck, IL 61814**

3 Year Term 01/2018 – 01/2021

Application on file

**Northfork Special Service Area (Plaintiff Appointment) set to expire January 2018.**

**Appointment: D. Stan Seaman P.O. Box 50 Alvin, IL 61811**

3 Year Term 01/2018 – 01/2021

Application on file

**Northfork Special Service Area** (Plaintiff Appointment) set to expire January 2018.

**Appointment: Shawn Swartzentruber 18289 State Rt. 9, Hoopeston, IL 60942**

3 Year Term 01/2018 – 01/2021

Application on file

18. Readings For January 2018:

None

19. Announcements For January 2018:

None

20. Vacancies

Maple Grove

Drn. Dist.

Term Expired:

Luke Janosik, did not reapply in August 2010

Vermilion Grove

Drn. Dist.

Term Expired:

Gary Weathers, did not reapply in August 2010

Steve Pearson, did not reapply in August 2011

Richard Land, did not reapply in August 2012

Salem Cem.  
Board

Term Expired:

John Sasseen, did not reapply in September, 2000

Fred Butcher, did not reapply in August, 2004

Kathryn Butcher, did not reapply in August 2008

Fthn Mnce  
Strns Cem

Term Expired:

H. D. Ward, did not reapply in April 2012

Robert D. Richards, did not reapply in April 2013

William H. Eichorst, did not reapply in April 2014

Jan H. McGlaughlin, did not reapply in May 2016

Olivet Pbl  
Wtr Dist

Term Expired:

Gary Stokes, did not reapply in February 2012

Greg Edwards, did not reapply in February 2015

Troy Brooks, did not reapply in May 2016

Nrth Frk  
Spcl Svc Area

Term Expired:

Thomas Beckner, did not reapply in January 2015

Allen Rutan, did not reapply in January 2015

D. Stan Seaman, did not reapply in January 2015

Union Drn  
#3 12056

Term Expired:

Joe Ford, did not reapply in June 2014

Rankin Fire  
Dist. #10117  
Rossville Fire

Term Expired:

Rex Greene, did not reapply in July 2015

Moved From Area:

Rose Cemetery Board	Monte Silver Term Expired: Harlan Smith, did not reapply in July 2015 F. Wendell Smith, did not reapply in July 2015
Plsnt View Drn Dist	Term Expired: James Darr, did not reapply in July 2015
Rossvl Area Ambulance	Term Expired Joe Buck, did not reapply in February 2016 Moved From Area: Ronald Schmohe
Hoopeston Drn Dist	Term Expired: Scott Leemon, did not reapply in September 2016
Center Creek Drainage District #8206	Wayne Rademacher, did not reapply in September 2017
Ellis Drainage District #9609	Carl Clarks 36460 N. 370 E. Road, Rankin, IL 60960, Term Expiring 3 Year Term 09/2017-09/2020
Union Drainage District # 12056	Chris Crawford 10330 E. 980 N. Road, Catlin, IL 61817 3 Year Term 09/2017- 09/2020
Eastern Illinois Economic Development Authority	set to expire January 2018. Term Expiring: Todd Lee 9994 E 2150 N Rd., Danville, IL 61834 4 Year Term 01/2018 – 01/2022 DECLINED RE-APPOINTMENT

21. Clerk's Table

A. All items now available online at [http://www.vercounty.org/coclerk\\_table\\_2017.htm](http://www.vercounty.org/coclerk_table_2017.htm)

22. Adjourn to Tuesday February 13, 2018, 6 PM

**Resolution**

**RE: Collection of Delinquent Taxes**

WHEREAS, The County of Vermilion has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 200/21-90 and 21-260; and

WHEREAS, pursuant to this program, the County of Vermilion has acquired an interest in the real estate described on the list attached hereto as "Exhibit A" (see monthly resolution list) and incorporated herein by reference; and

WHEREAS, the parties in Exhibit A, have offered the amounts shown and the breakdown of these amounts have been determined as shown.

THEREFORE, the County Board Chairman recommends the adoption of the following resolution.

BE IT RESOLVED by the County Board of Vermilion County, Illinois, that the Chairman of the Board of Vermilion County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize a cancellation of the appropriate certificates purchase, or authorize the default of a purchase contract as indicated, and as the case may be, on the described in Exhibit A, for the amounts shown wherein, to be discussed according to law.

PRESENTED, APPROVED AND RESOLVED, by the County Board of Vermilion County, Illinois, at the January 9, 2018, A.D. Session.

DATED this 9<sup>th</sup> day of January, 2018, A.D.

Aye \_\_\_\_\_ Nay \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST: \_\_\_\_\_  
Clerk of the County Board

Vermilion County Monthly Resolution List - January 2018

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
01-18-001	0817367A	SAL	LORI L MARLAR	33-24-400-013-0030, 016-0030	LOVE	645.00	67.02	6.00	39.00	350.00	182.98

Totals

						\$645.00	\$67.02	\$6.00	\$39.00	\$350.00	\$182.98
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Clerk Fees \$67.02  
Recorder/Sec of State Fees \$39.00  
Total to County \$289.00

Committee Members

11A

**RESOLUTION**

**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 Vermillion County Board, in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 Vermillion County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2018, commencing December 1, 2017 and ending November 30, 2018, by hereby appropriating the sum of \$24,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2018.**

**Passed and adopted by the County Board of Vermillion County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

**ATTEST: \_\_\_\_\_  
County Clerk**

**Chairman \_\_\_\_\_**

**RESOLUTION**

**RE: Vehicle Use Policy**

WHEREAS, the County Board of Vermilion County, Illinois has previously established a vehicle use policy; and,

WHEREAS, it is necessary to update the policy to recognize the need to limit our liability and cost with regard to use of county vehicles; and,

WHEREAS, any ability to save costs and limit liability, even if incremental, will over time assist our ability to serve the public and maintain appropriate wage levels and any opportunity to review the need of some expenses is useful to that end.

NOW, THEREFORE BE IT RESOLVED by the County Board of Vermilion County, Illinois, that the amended vehicle use policy is adopted as set forth in the attached policy.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the January 9, 2018 A.D. Session.

DATED this 9<sup>th</sup> day of January 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST:

\_\_\_\_\_  
Clerk of the County Board





## Vehicle Use Policy

### Policy

The purpose of this policy is to ensure the safety of employees who drive county vehicles and personal vehicles used for county-designated business and to provide guidance on the proper use of those vehicles. The county provides vehicles for business use to those employees holding jobs that regularly require driving as an essential job function. County designated business is defined as work related to the day to day operations of the various County departments. The guidelines below are for those employees assigned a vehicle to drive for county-designated business and for those employees who may occasionally use their personal vehicle for county-designated business. The Sheriff's Department is not covered by this policy. The reimbursement policy for employees using their personal vehicles for county-designated business can be found in Section 20 – Business and Transportation Policy of the Personnel Policies and Procedures Manual. The following guidelines include, but are not limited to cars, trucks, equipment vehicles, tractors, backhoes, front-end loaders, and graders.

It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, the county endorses all applicable state laws and motor vehicle regulations relating to driver responsibility.

#### **Authorized Personnel, Personal Use and Passengers of County Vehicles**

Employees may not drive county vehicles without prior approval from their supervisor. Employees who drive for county-designated business must show proof of a valid and current driver's license and, if using a personal vehicle, must provide proof of auto insurance coverage. Annually, each supervisor should verify the existence of a valid driver's license and, for employees using personal vehicles, proof of insurance coverage. Employees driving county vehicles or personal vehicles for county-designated business are required to inform their supervisor of any changes immediately that may affect their legal or physical ability to drive or their continued insurability.

Any employee who has a driver's license revoked or suspended shall immediately notify their supervisor. Failure to do so may result in disciplinary action, up to and including termination of employment.

County vehicles are to be driven by authorized employees only. Passengers are limited to those individuals who need to ride in the vehicle to conduct county business and then only if authorized by the

supervisor. Spouses, other family members or other non-employees are not authorized to drive county vehicles.

*Department Heads or employees who are on-call on a 24-hour basis may be allowed to take a county vehicle home in order to respond as soon as possible to emergency events requiring their presence. Departments under direct authority of the County Board must discuss and demonstrate the need with the County Board Chairman to obtain permission in writing. Other departments are encouraged to follow this same practice as the County will no longer budget for vehicles used in violation of this policy. Such employees need to provide a written acknowledgment that they fully understand that the vehicle is used only as part of emergency response and not for personal use.*

Any employee authorized to take a vehicle home should drive the vehicle directly home and not use that vehicle unless responding to a call or traveling on County business at the direction of their supervisor. A short stop on the way to or from work is permitted so long as it does not unduly prolong the use of the vehicle and is not a great distance from a route directly to and from the jobsite and home.

Transporting animals, responding to calls during or after hours, plowing snow, picking up supplies during the work day, constitute County business. Examples which do not constitute County business include traveling for groceries or shopping, running errands for personal needs or travel done on non-work hours for personal needs.

If you have questions about appropriate need-based personal use, please ask your supervisor.

To provide accommodation for restricted, need based personal use of county vehicles, it should be noted that while dropping off or picking up children on the way to and from the jobsite, it is expected that all state laws and regulations concerning child safety be followed.

**Driver Guidelines, Driver Safety and Reporting Requirements**

If an employee receives a traffic citation or is in any kind of accident while driving a county vehicle, or while using personal vehicle for county-designated business, it must be reported immediately to their supervisor and the County Board Office as soon as practicable if same day reporting is not possible. This also applies to county vehicles during off-duty hours as it may affect our insurance rates. If there is an accident with any injury, that should be reported immediately if possible. Failure to report

an accident or a traffic violation may result in disciplinary action, up to and including termination of employment.

The use of a county vehicle while under the influence of intoxicants and other drugs (which could impair driving ability) is forbidden. There shall be no alcohol or illegal drugs present in the vehicle at any time. Violations of this paragraph are sufficient cause for discipline, up to and including termination of employment.

Drivers are expected to park county owned vehicles in legal areas intended for such.

Drivers are responsible for the security of county vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed and vehicle doors locked whenever the vehicle is left unattended.

Drivers who are assigned a county vehicle are expected to keep the vehicle clean and shall be fully responsible for the general maintenance and proper care of the vehicle. Drivers will be held accountable for maintaining proper fluid levels and tire air pressure.

There shall be no smoking in any county vehicle.

Headlights shall be used 2 hours before sunset and until 2 hours after sunrise, or during inclement weather or at any time when a distance of 500 feet ahead of the vehicle cannot be clearly seen.

All state and local laws must be obeyed.

The driver must not operate the company vehicle if they have:

- Consumed any alcoholic beverages
- Taken any prescription, over the counter or illegal drug or substance that may impair driving ability
- Become intoxicated or are under the influence of any prescription, over the counter or illegal drug or substance

The following uses are not allowed with company vehicles:

- Towing of trailers, campers or boats
- Transporting of hazardous materials
- Traveling into any foreign country (Canada or Mexico)
- Attaching equipment such as luggage carriers, winches, or plows (unless that is the purpose for which the vehicle was intended, e.g. Highway Department snowplow.)
- For hiring to others or transporting others to generate income

- Giving rides to hitchhikers
- Using for any other purpose not approved by the County.

### **Safe Driving**

Safe driving of Vermilion County vehicles, or your own vehicle, while conducting county business is important for your safety.

To prevent vehicular accidents, Vermilion County prohibits the following acts while driving County vehicles or while driving a vehicle while performing your job duties:

- Driving under the influence of alcohol or drugs;
- Operating any vehicle without proper license;
- Speeding;
- Operating a vehicle carelessly, negligently, improperly, illegally or outside recommended safety protocols;
- Driving a vehicle without using a seat belt, shoulder belt or other safety harness;
- Operating a vehicle while holding or physically operating a cellular phone or other device unnecessary to the operation of the vehicle; and
- Turning off or dismantling vehicle safety devices, like airbags.
- Driving carelessly, negligently or recklessly

Any decision requiring whether or not a vehicle is driven carelessly is at the sole discretion of the County. While not an exclusive list, an operator is considered to have operated a vehicle carelessly if he or she:

- Is operating a vehicle while holding or physically operating a cellular phone or other device unnecessary to the operation of the vehicle;
- Operating a vehicle while eating, writing, reading or performing other functions that reduce the driver's awareness or ability to control the vehicle;
- Looks away or down while driving or otherwise becomes distracted while operating a vehicle;
- Passes another vehicle in a no pass lane or in the wrong lane;
- Tailgates another vehicle;
- Drives too fast or aggressively during poor conditions, like rain or snow;
- Is ticketed by law enforcement after an accident; or
- Operates a vehicle while overly tired or with an illness or condition that impairs or could impair motor skills and judgment.

It is not considered careless to drive and speak to a hands-free device for a cellular phone so long as the employee is not distracted while using that device, both hands are on the steering wheel, and eyes are focused on the road.

Driving a vehicle carelessly is not permitted and may result in discipline including, but not limited to, termination of employment.

### **Reporting Careless Driving**

If you know or suspect another employee or workplace participant is violating this policy, you must report it immediately to your manager, your supervisor or the County Board Chairman.

If you do not feel comfortable reporting as listed above or if you did report and are not satisfied with the response, then you should direct your report or dissatisfaction to Human Resources Department.

If for any reason you do not want to discuss the matter with the persons or departments listed above, you may report the matter to the State's Attorney's Office-Civil Division.

Please note that you are not required to confront the person or persons that have given you reason to report. Discussing or reporting acts of careless driving to any person not listed above does not constitute a report of wrongdoing.

### **Retaliation Prohibited**

If you believe you are being subjected to retaliation for reporting a violation of this policy, or participating in an investigation of a violation of this policy, you should report the retaliation immediately in the manner provided above. Please note that you do not have to confront the person that is the source of the retaliation before reporting it, but to help prevent retaliation from continuing, you must report it.

Any employee or workplace participant that retaliates against another employee or workplace participant for making a good faith complaint of a violation of this policy, or for assisting in an investigation of a complaint of a violation of this policy, is subject to discipline or termination. Retaliation can include, but is not limited to, harassment, discrimination, bullying or any other unfair treatment or abuse of power.

### **False Claims Prohibited**

Any employee or workplace participant that makes a knowingly false claim of a violation of this policy will be subject to discipline or termination.

### **Questions about This Policy**

If you have questions, suggestions or concerns about this policy, you should direct them to your manager, your supervisor or the County Board Office.

### **Accident Review Panel**

For all Departments, other than the Sheriff's Department which has their own review process, any accident involving a county vehicle must as noted above be reported to the County Board Office. The County Board Chairman, Department Head, Human Resources Director, Civil Attorney and any other person designated by the Board Chairman will review the facts and circumstances of the accident and make recommendations to the Department Head concerning any changes in policy or the need for any discipline based upon the incident.

**RESOLUTION****Re: SEXUAL HARASSMENT**

Whereas, it is required by Public Act 95-880\* that each local government unit adopt a policy to prohibit sexual harassment and since it is critical to the success of all human relations that we respect the value of another person and avoid the intentional or unintentional demeaning of another, and

Whereas, it is critical to value the worth and integrity of each person that we do all that we can to ensure a positive environment for work and professional development that can only benefit all, and to ensure that no one is subject to a hostile or demeaning environment due to sexual harassment, and

Whereas it is important that we therefore re-affirm and re-advertise our already existing and current policy against sexual harassment and discrimination of any kind and pledge again to ensure that the work environment of every individual in the employ of this County is free from harassment and reaffirm our policy to so assist in this goal as shown in the attached Exhibit "A" attached hereto and incorporated herein by reference, and

IT IS THEREFORE RESOLVED that to assist in the continued adherence to this goal, the County of Vermilion re-affirms and restates it's policy against sexual harassment or any harassment, and that appropriate training as provided by, or facilitated by, the Human Resources Director will be made available for each employee and official of this County and such completion of the training will be encouraged within each department.

BE IT FURTHER RESOLVED that where necessary to comply with State or Federal mandates, such policy or practice changes shall be implemented on a temporary basis upon notification to the chairman of the respective named committees as well as the County Board Chairman and absent objection by the County Board Chairman after discussion with the named committee chairman, such policies and practices shall be adopted with the proviso that the full



board shall vote to concur as soon as it practicable to ensure ongoing compliance with State and Federal Regulations and Laws as well as needed best practices based upon experience and necessity to ensure the intent of this Resolution is observed.

\*No later than 60 days after the effective date of this amendatory Act of the 100th General Assembly, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment. The policy shall include, at a minimum: (i) a prohibition on sexual harassment; (ii) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Department of Human Rights; (iii) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under this Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment and the consequences for knowingly making a false report. (Source P.A. 95-880).

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the January 9, 2018 A.D. Session.

DATED this 9<sup>th</sup> day of JANUARY 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST:

\_\_\_\_\_  
Clerk of the County Board

APPROVED BY EXECUTIVE/LEGISLATION COMMITTEE:

Michael Marron  
Chairman

Y N A

\_\_\_\_\_

Date 01-02-2018

Todd Johnson  Y N A

Steve Fourez  Y N A

Kevin Green  Y N A

Crisi Walls Y N  A

A.J. Wright  Y N A

Becky Stark  Y N A

# ARTICLE 18

## SEXUAL HARASSMENT POLICY

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### 18.1 POLICY STATEMENT.

All employees should be aware of Vermilion County's prohibition regarding any form of sexual harassment in the workplace. All employees must be allowed to work in an environment free from sexual overtones and intimidation.

### 18.2 DEFINITION.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

### 18.3 PROHIBITED CONDUCT.

No employee shall directly or indirectly: (a) threaten or insinuate that another employee's refusal to submit to sexual advances will adversely affect that employee's relationship with County, work status evaluation, wages, advancement, assigned duties, or any other condition of employment; (b) promise, imply or grant preferential treatment in connection with another employee engaging in sexual conduct; or, (c) abuse the dignity of another employee through insulting or degrading sexual remarks or conduct.

### 18.4 REPORTING OF INCIDENT.

Any incident of perceived sexual harassment should be reported as quickly as possible, in confidence, to the State's Attorney, the Sheriff, or the Human Resources Director, so that an immediate investigation may be conducted. Every effort will be made to promptly investigate any allegation of sexual harassment in as confidential a manner as possible and appropriate action will be taken where warranted.

**18.5 DISCIPLINE.**

Anyone who is determined, after an investigation, to have engaged in sexual harassment in violation of this policy will be subject to disciplinary action up to and including termination. In addition, because false accusations regarding sexual harassment can have serious effects on the person or person accused, any person who deliberately and in bad faith makes a false accusation shall be subject to appropriate disciplinary action when warranted.

**18.6 RETALIATION.**

Retaliating or discriminating against an employee for reporting sexual harassment is prohibited. Protection is provided by this policy, by the Illinois Human Rights Act and the Whistleblower Act.

**18.7 QUESTIONS.**

You are encouraged to raise any questions regarding this policy with the Human Resources Director.

**RESOLUTION**

**Re: SEXUAL HARASSMENT**

Whereas, it is required by Public Act 95-880\* that each local government unit adopt a policy to prohibit sexual harassment and since it is critical to the success of all human relations that we respect the value of another person and avoid the intentional or unintentional demeaning of another, and

Whereas, it is critical to value the worth and integrity of each person that we do all that we can to ensure a positive environment for work and professional development that can only benefit all, and to ensure that no one is subject to a hostile or demeaning environment due to sexual harassment, and

Whereas it is important that we therefore re-affirm and re-advertise our already existing and current policy against sexual harassment and discrimination of any kind and pledge again to ensure that the work environment of every individual in the employ of this County is free from harassment and reaffirm our policy to so assist in this goal as shown in the attached Exhibit "A" attached hereto and incorporated herein by reference, and

IT IS THEREFORE RESOLVED that to assist in the continued adherence to this goal, the County of Vermilion re-affirms and restates it's policy against sexual harassment or any harassment, and that appropriate training as provided by, or facilitated by, the Human Resources Director will be made available for each employee and official of this County and such completion of the training will be encouraged within each department.

BE IT FURTHER RESOLVED that where necessary to comply with State or Federal mandates, such policy or practice changes shall be implemented on a temporary basis upon notification to the chairman of the respective named committees as well as the County Board Chairman and absent objection by the County Board Chairman after discussion with the named committee chairman, such policies and practices shall be adopted with the proviso that the full

**ORIDINANCE****Re: INFRASTRUCTURE MAINTENANCE**

**Whereas**, it is essential that the County maintain needed infrastructure and encourage economic activity, and

**Whereas**, it is critical to ensure that a process is in place to maintain such infrastructure issues and provide for the general good of all County residents thereby inasmuch and any improvement to infrastructure aids and assists in the combined growth and strength of the County which helps all, and

**Whereas**, it is possible to accomplish this by use of funds held by the County due to the abolishment of the working cash fund and the transfer of funds to the use of said money to fund infrastructure projects with the cooperation and joint funding of various other local government units as may wish to cooperate in

**IT IS THEREFORE ORDAINED** that to assist in the continued development of economic activity and the general welfare of the people of Vermilion County there is hereby established a fund for infrastructure improvement and the funds formally held as a working cash fund, now abated and abolished, shall be transferred to a fund or line as may be appropriate under general accounting principles, to accomplish the work of infrastructure repair under the direction of three County Board members appointed by and guided by the County Board Chairman to oversee the use of said funds for necessary and feasible projects. Each individual project will be approved by the entire Board by way of intergovernmental agreements defining the funding and/or repayment for each project.

**BE IT FURTHER ORDAINED** that such funds as expended will be for the common good of Vermilion County residents and shall be replenished by repayment by other local government units of Vermilion County.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the JANUARY 9, 2017 A.D. Session.

DATED this 9<sup>th</sup> day of JANUARY 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST:

\_\_\_\_\_  
Clerk of the County Board

**RESOLUTION**

**RE: Working Cash Fund**

WHEREAS, the County Board of Vermilion County, Illinois has a working cash fund as provided by 55 ILCS 5/6-29007; and,

WHEREAS, inasmuch as the County may no longer levy to increase the fund and it exists solely as an emergency fund which is now of limited value and simply invested with low return rates; and,

WHEREAS, the possibility of using such funds to invest in the infrastructure of the County is more valuable and the law provides that the County may abate and abolish this fund as stated at: 55 ILCS 5/6-29007 *“Abatement or abolishment of fund. If any county which has created a working cash fund under this Division abates or abolishes that fund, that county may not again create such a working cash fund until at least 10 years have elapsed after the date that fund was abated or abolished.”* ; and,

WHEREAS, the Vermilion County Board believes that there is a better use for such money to assist the community by establishing a working infrastructure fund;

NOW, THEREFORE BE IT RESOLVED by the County Board of Vermilion County, Illinois, that working cash fund is hereby abolished and the remaining fund is transferred to the general fund.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the January 9, 2018 A.D. Session.

DATED this 9<sup>th</sup> day of January 9, 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST: \_\_\_\_\_

Clerk of the County Board



APPROVED BY EXECUTIVE/LEGISLATION COMMITTEE:

Michael Marron       Y   N   A      Date \_\_\_\_\_  
Chairman

Todd Johnson       Y   N   A

Steve Fourez       Y   N   A

Kevin Green       Y   N   A

Crisi Walls      Y   N    A

A.J. Wright       Y   N   A

Becky Stark       Y   N   A

Resolution  
No. \_\_\_\_\_

**CONTRACT TO PROVIDE  
GIS MANAGEMENT  
AND  
CONSULTING SERVICES**

**BETWEEN:  
VERMILION COUNTY, ILLINOIS**

**AND  
BRUCE HARRIS & ASSOCIATES, INC.  
21 N. River Street  
Batavia, IL 60510**

**Bruce Harris**



**CONFIDENTIAL BUSINESS INFORMATION**

## CONTRACT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Vermilion County, Illinois, hereinafter called "Vermilion County", party of the second part, WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Services for various governmental agencies in the United States, and

WHEREAS, Vermilion County is desirous of having the Contractor provide GIS Management and Consulting Services to the County of Vermilion.

NOW, THEREFORE, in consideration of the covenants and conditions of the Contract, IT IS AGREED between the parties as follows:

## **PROJECT INTRODUCTION**

Bruce Harris & Associates and Vermilion County originally began working together in 2004 on the County's initial GIS implementation project. The project included aerial photography, parcel mapping, and farmland assessment services. In 2008, Bruce Harris & Associates began working as Vermilion County's GIS management service provider. We have provided a wide variety of services to various offices including the Supervisor of Assessments, County Clerk, EMA, and Highway Department. We have also created multiple GIS websites for the County. This contract is a continuation of these services.

## **OBJECTIVES**

Vermilion County, Illinois intends to further the County's use and expansion of GIS throughout the County staff. The County's GIS intends to serve the internal needs of the County staff as well as provide communication, data integration, and access to the public. Project goals include:

1. GIS Website Improvements and Enhancements
2. Expand Use of GIS Throughout the County
3. Support All County Department GIS efforts
4. Use the latest in GIS technology to improve communication and decision-making
5. Continued improvement of emergency response efforts through expanded use of GIS

These GIS Consulting and GIS Management services include the following:

1. MapAscend Parcel Editing Tools support
2. Parcel Map Maintenance and Support
3. BHA Farmland Calculation Tools support
4. Parcel Access Template (GIS Property Search Website) Enhancements and Support
5. GIS Integration with DevNET
6. ArcGIS for Server (ArcSDE) Database Administration, Maintenance and Support
7. ArcGIS for Server (Map Services) Administration, Maintenance and Support
8. ArcGIS Online Administration
9. GIS Website Creation, Administration, Maintenance and Support
10. Training and Technical Support for GIS Users
11. Damage Assessment GIS Support
12. Emergency Management GIS Support Services

This agreement shall support the following proprietary software/systems currently being used at Vermilion County:

1. MapAscend Productivity Enhancements
2. MapAscend Parcel Management
3. BHA Farmland Tools
4. Parcel Access Template (PAT)

## STATEMENT OF WORK

### Overall Purpose

The Contractor will provide the necessary expertise and resources to support Vermilion County's GIS. The Contractor staff will manage and expand the use of GIS within Vermilion County. The Contractor staff will act as the County's GIS Manager. The Contractor will oversee all aspects of GIS implementation in the County related to Esri's ArcGIS Platform as well as countywide GIS data acquisition efforts.

### Services

Bruce Harris & Associates, Inc. (BHA) staff will provide services designed to support and expand the current GIS and/or implement a new GIS. BHA's Project Manager will allocate staff resources in accordance with the expertise level required to complete a given task. The following personnel shall be made available to Vermilion County:

**Project Manager** - A Project Manager will be assigned and will be responsible for collecting and organizing tasks as well as assigning BHA's resources. The Project Manager will also be responsible for progress reporting.

**GIS Manager** - a GIS Manager has expertise in the following areas:

- ArcGIS for Server (ArcSDE) Administration
- ArcGIS for Server Map Services Creation and Maintenance
- Geodatabase Design and Configuration
- ArcGIS Online Setup, Configuration and Map/App Creation including Collector for ArcGIS and Operations Dashboard
- GIS Data Conversion and Data Creation
- Map Production and Cartography
- GIS Integration with CAMA/Assessment Databases
- Parcel Fabric
- Parcel Mapping

**GIS Consultant** - a GIS Consultant has expertise in the following areas:

- ArcGIS for Server (ArcSDE) Administration
- ArcGIS for Server Map Services Creation and Maintenance
- Geodatabase Design and Configuration
- ArcGIS Online Setup, Configuration and Map/App Creation including Collector for ArcGIS and Operations Dashboard
- GIS Data Conversion and Data Creation
- Map Production and Cartography
- GIS Integration with CAMA/Assessment Databases
- Parcel Fabric

**GIS Data Technician** - a GIS Data Technician has expertise in the following areas:

- GIS Data Conversion and Data Creation

- Map Production and Cartography
- Parcel Map Creation and Maintenance
- Parcel Fabric

GIS Web Developer - a GIS Web Developer has expertise in the following areas:

- GIS website design, creation, configuration and management
- Esri's JavaScript API
- ArcGIS Online Web App Builder Development

GIS Programmer - a GIS Programmer has expertise in the following areas:

- ArcObjects Programming
- Python Scripting
- ArcGIS for Server (ArcSDE) Administration
- ArcGIS for Server Map Services Creation and Maintenance
- Geodatabase Design and Configuration
- GIS Integration with CAMA/Assessment Databases
- ArcGIS Online Setup, Configuration and Map/App Creation including Collector for ArcGIS and Operations Dashboard

The Contractor team has expertise available to Vermilion County in the following areas:

- Parcel Editing and Support
- Farmland Calculations and Support
- GIS Integration with Assessment/CAMA Databases
- ArcGIS for Server (ArcSDE) Database Administration, Maintenance and Support
- ArcGIS for Server (Map Services) Administration, Maintenance and Support
- ArcGIS Online Administration
- GIS Website Creation, Administration, Maintenance and Support
- Training and Technical Support for GIS Users

### **Progress Reporting**

A project progress report will be provided and made available as a PDF to the Contractor and County's project team. This will be updated on a monthly basis. All tasks and subtasks will be listed. Vermilion County will be notified that progress on a task has been completed and is ready for review. The County will indicate they have reviewed the progress and ask for clarification if needed. The progress reporting is not meant to replace regular project status meetings, but is meant to ensure incremental progress is made, all requests and revisions are well documented, and the project stays on track and within the projected time line.

### **System User Acceptance Testing (UAT)**

For any GIS development work, the County will go through a single user acceptance testing (UAT) cycle for each application review once the final application has been installed. The Contractor will provide the County with a template which contains all of the functional requirements developed for the application. The County will have four weeks to complete their review and provide feedback. Once the County performs their user acceptance testing and tests

the application they may enter their feedback into the document in the form of a bug/fix or completed as expected. A bug/fix is defined as:

- **Bug/Fix** – A bug/fix occurs when the application functionality is not behaving as expected or as per the requirements identified and an error message is displayed.

The Contractor will honor all bug/fix items to application functionality. Poor data quality or errors in data content/values and quality does not constitute a bug/fix.

Fixes will be completed in bulk. The County will be notified when revisions are posted. After the first revision the task will enter a final review period.

### **Project Team Responsibilities**

#### **Bruce Harris & Associates Responsibilities:**

- Allocate staff resources as needed
- Provide all hardware and software required for offsite work

#### **County Responsibilities:**

- Provide all necessary system access privileges required to complete this project by the date requested by BHA.
- Provide onsite hardware and software to support applications.
- Provide the necessary support staff from the County to assist the Contractor.

### **Overall Project Assumptions**

#### **Communication**

- All status reports will be delivered to the County Project Sponsor/Lead according to the agreed upon schedule.

**ADDITIONAL PROVISIONS**

Vermilion County shall pay the Contractor the sum of \$603,400 (Six Hundred Three Thousand Four Hundred Dollars) as compensation for the services listed within the Contract, provided the number of hours devoted to this agreement by Bruce Harris & Associates does not exceed 4,310 hours. This sum shall be paid over four years as follows:

- FY 2018 - \$150,850
- FY 2019 - \$150,850
- FY 2020 - \$150,850
- FY 2021 - \$150,850

**TERM OF CONTRACT**

The contract is subject to the annual budget and appropriation process and may be cancelled upon notice or reduced in scope if not funded in whole or in part for each budget year.

This Contract, as heretofore described, made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**BRUCE HARRIS & ASSOCIATES, INC.**  
Contractor

**COUNTY OF VERMILION**  
Danville, Illinois

By: \_\_\_\_\_  
Bruce C. Harris  
President

By: \_\_\_\_\_  
County Board Chairman

Attest:

By: \_\_\_\_\_  
County Clerk

Bruce Harris personally appeared before me as an officer and agent of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public



### Quarterly Revenue

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	2016-2017	YTD Posted	Remaining Balance
	(Dec - Feb)	(Mar - May)	(June - Aug)	(Sept - Nov)	Budget		
State Income Taxes	\$ 470,018.69	\$ 813,359.41	\$ 1,036,802.74	\$ 669,143.43	\$ 2,950,000.00	\$ 2,989,324.27	\$ (39,324.27)
Sales Tax/Regular	\$ 89,856.81	\$ 77,779.93	\$ 93,536.15	\$ 82,334.59	\$ 500,000.00	\$ 343,507.48	\$ 156,492.52
Sales Tax/ Supplemental	\$ 403,431.42	\$ 392,959.63	\$ 420,286.53	\$ 417,906.14	\$ 1,650,000.00	\$ 1,634,583.72	\$ 15,416.28
State Salary Reimb/Pub Def	\$ 25,024.36	\$ 24,973.83	\$ 24,973.83	\$ 24,973.83	\$ 101,295.00	\$ 99,945.85	\$ 1,349.15
State Salary Reimb/St Atty	\$ 37,169.25	\$ 37,169.25	\$ 37,169.25	\$ 37,169.25	\$ 148,677.00	\$ 148,677.00	\$ -
State Salary Reimb/ S of A	\$ 8,497.93	\$ 8,581.26	\$ 8,581.26	\$ 8,581.26	\$ 34,325.00	\$ 34,241.71	\$ 83.29
Public & Co/ Cir Clerk	\$ 130,538.83	\$ 173,657.72	\$ 141,522.34	\$ 113,786.59	\$ 650,000.00	\$ 559,505.48	\$ 90,494.52
Public & Co/ County Clerk	\$ 53,494.11	\$ 77,976.43	\$ 48,363.00	\$ 46,499.50	\$ 269,616.00	\$ 226,333.04	\$ 43,282.96
Public & Co/ Recorder**	\$ 44,240.48	\$ 60,813.54	\$ 49,566.25	\$ 77,014.31	\$ 215,000.00	\$ 231,634.58	\$ (16,634.58)
Public & Co/ Sheriff	\$ 25,800.12	\$ 27,855.30	\$ 60,699.13	\$ 35,600.41	\$ 265,505.00	\$ 149,954.96	\$ 115,550.04
Public & Co/ St Atty	\$ 17,435.00	\$ 25,869.63	\$ 20,036.10	\$ 66,936.96	\$ 110,000.00	\$ 107,209.91	\$ 2,790.09
Court Security Fees	\$ 36,520.70	\$ 41,401.43	\$ 57,762.42	\$ 15,444.04	\$ 480,000.00	\$ 202,621.51	\$ 277,378.49
Traffic/Conservation Co Fee	\$ 18,228.62	\$ 19,477.76	\$ 19,314.03	\$ 15,444.04	\$ 79,000.00	\$ 72,464.45	\$ 6,535.55
Sheriff's Sale Fees	\$ 16,200.00	\$ 9,600.00	\$ 12,000.00	\$ 21,000.00	\$ 92,000.00	\$ 58,800.00	\$ 33,200.00
Fines	\$ 28,728.72	\$ 29,043.25	\$ 24,256.00	\$ 19,102.57	\$ 165,000.00	\$ 101,130.54	\$ 63,869.46
Bond Forfeiture	\$ 12,678.00	\$ 5,108.00	\$ 10,724.92	\$ 7,984.65	\$ 105,000.00	\$ 36,495.57	\$ 68,504.43
Public Defender Client Reimb	\$ 6,814.34	\$ 4,805.29	\$ 2,880.07	\$ 412.41	\$ 21,000.00	\$ 14,912.11	\$ 6,087.89
5% DNA ID-Circuit Clerk	\$ 182.19	\$ 190.80	\$ 214.31	\$ 117.98	\$ 1,000.00	\$ 705.28	\$ 294.72
5% Youth Diversion	\$ 123.50	\$ 130.61	\$ 88.32	\$ 67.92	\$ 1,000.00	\$ 410.35	\$ 589.65
Gaming Revenue	\$ 37,960.73	\$ 45,309.22	\$ 37,968.92	\$ 39,278.70	\$ 110,000.00	\$ 160,517.57	\$ (50,517.57)
<b>Total</b>					\$ 7,948,418.00	\$ 7,172,975.38	\$ 775,442.62

The line items above are revenue items that come in monthly. This is not all of the General Fund Revenue.

\*Recorder Fees include 13 months rather than 12 like the others.

**ORDINANCE**

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION  
ORDINANCE FOR THE HEALTH INSURANCE FUND**

**WHEREAS**, the Health Insurance Fund is used to pay for claims; and

**WHEREAS**, the will be required to pay claims more frequently than in the past necessitating a more liquid fund to support these expenditures and an initial balance needs to be placed in the fund; and

**WHEREAS**, the budget therefore needs to be amended accordingly and this was not known when the budget was prepared, and thus was not included.

**NOW, THEREFORE BE IT ORDAINED** by the County Board of Vermilion County Illinois that the County Auditor be authorized and instructed to amend the budget for fiscal year 2017-2018 by transferring money in the amount as below to facilitate payment of health insurance claims.

<b>001.165.00.04155</b>	<b>Health Insurance</b>	<b>\$200,000.00</b>
-------------------------	-------------------------	---------------------

And the totals be adjusted accordingly.

**PRESENTED, APPROVED AND ORDAINED** by the County Board of Vermilion County, Illinois at the January 9, 2018 A.D. Session.

***This amendment takes two thirds majority for passage.***

DATED this 9<sup>th</sup> day of January 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST:

\_\_\_\_\_  
Clerk of the County Board



**Request for Amendment  
Fiscal Budget  
2017 - 2018**

Dept: Employee Benefits (165)

Date: 1/2/18

Account Number	Account Description	Original Appr.	Additional	To Read
001.165.00.04155	Insurance	\$ 1,230,000	\$ 200,000	\$1,430,000
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

**Narrative:**  
 The County's new health insurance has asked that the County pays its claims differently from the current system. This amendment is to fund the new bank account which claims will be made from. (Note: This system will actually save money because the County will not have to do wire transfers)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Department Head: \_\_\_\_\_

Approved By: \_\_\_\_\_ Committee

Finance Committee

Chairman \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Chairman \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

12C

**ORDINANCE**

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION  
ORDINANCE FOR THE NON-DEPARTMENTAL SERVICES FUND**

**WHEREAS**, the Non-departmental Services Fund is used to pay for various services unrelated to a specific department; and

**WHEREAS**, the County has partnered with various communities to form a Land Bank and has agreed to assist in purchasing computer software to assist in the function of the Land Bank; and,

**WHEREAS**, the budget therefore needs to be amended accordingly and this was not known when the budget was prepared, and thus was not included.

**NOW, THEREFORE BE IT ORDAINED** by the County Board of Vermilion County Illinois that the County Auditor be authorized and instructed to amend the budget for fiscal year 2017-2018 by transferring money in the amount as below to facilitate payment of health insurance claims.

<b>001.168.00.04328</b>	<b>Non-Departmental Services</b>	<b>\$5,000.00</b>
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And the totals be adjusted accordingly.

**PRESENTED, APPROVED AND ORDAINED** by the County Board of Vermilion County, Illinois at the January 9, 2018 A.D. Session.

*This amendment takes two thirds majority for passage.*

DATED this 9<sup>th</sup> day of January 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST:

\_\_\_\_\_  
Clerk of the County Board



**Request for Amendment  
Fiscal Budget  
2017 - 2018**

Dept: Non-Departmental

Date: 1/2/18

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.168.00.04328</u>	<u>Land Bank</u>	\$ <u>0</u>	\$ <u>5,000</u>	<u>\$5,000</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:  
**Software costs**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head: \_\_\_\_\_

Approved By:

\_\_\_\_\_ Committee  
 \_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 \_\_\_\_\_  
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Finance Committee  
 \_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
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 \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**RESOLUTION**

**RE: PICTOMETRY CONTRACT**

WHEREAS, the County Board of Vermilion County, Illinois has used Pictometry to perform fly-over imagery; and,

WHEREAS, inasmuch as Pictometry has a unique imaging process that persist views of sides of buildings rather than just a top view, the program is of value to the assessors and Supervisor of Assessments; and,

WHEREAS, the last fly-over was in 2013 and needs to be updated; and,

WHEREAS, the Vermilion County Board now desires to contract with Pictometry to complete a new fly-over program with the option of having up to two fly-overs priced separately, each payable in three installments with a down payment in the first year. It is not required that the County provide for a second flyover but if the County elects to do so it is usually done three years after the previous fly-over; and

WHEREAS, the cost for the first fly-over is a total of \$102,254.50, payable in three equal installments including a down payment as part of the first installment. The cost of the optional second fly-over is 123,324.50, payable in three equal installments

NOW, THEREFORE BE IT RESOLVED by the County Board of Vermilion County, Illinois, that Pictometry be contracted with to perform a fly-over for assessment and other purposes.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the January , 2018 A.D. Session.

DATED this <sup>th</sup> day of January 2018 A.D.

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board



ATTEST:

\_\_\_\_\_

Clerk of the County Board

Approved by Technology Committee: Crisi Walls Y N A

Chairman

Joel Bird Y N A

Adam Hart Y N A

Deanna Witzel Y N A

Bruce Stark Y N A

Cari West- Monson Y N A

Phearn Butler Y N A

Resolution

No. \_\_\_\_\_



November 29, 2017

Matt Long, Supervisor of Assessments  
Vermilion County  
6 North Vermilion Street  
Danville, IL 61832

Re: Agreement between Pictometry International Corp. and Vermilion County

Dear Mr. Long:

Enclosed please find a copy of the fully executed Agreement between Pictometry International Corp. and Vermilion County.

Should you have any questions or concerns, please do not hesitate to contact me at the telephone number listed below.

Very truly yours,

A handwritten signature in black ink that reads "Justine Bachison (amm)".

Justine Bachison  
Contract Specialist

/amm  
Enclosure

**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
 VERMILION COUNTY, IL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
6 North Vermilion Street	25 Methodist Hill Drive
Danville, IL 61832	Rochester, NY 14623
Attn: Matt Long, Supervisor of Assessments	Attn: Contract Administration
Phone: (217) 554-1940	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.



4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. **IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement

shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

CUSTOMER	PICTOMETRY
VERMILION COUNTY, IL <small>(entity type)</small>	PICTOMETRY INTERNATIONAL CORP. <small>a Delaware corporation</small>
SIGNATURE: 	SIGNATURE: 
NAME: Michael T. Marren	NAME: Linda Salpini
TITLE: Chairman	TITLE: Corporate Vice President
DATE: 10/02/2017	EXECUTION DATE: 11/27/17
	DATE OF RECEIPT: EFFECTIVE DATE: 11/27/17

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

ORDER #  
**C187578**

**BILL TO**  
Vermilion County, IL  
Matt Long, Supervisor of Assessments  
6 North Vermilion Street  
Danville, IL 61832  
(217) 554-1940  
assessor@vercounty.org

**SHIP TO**  
Vermilion County, IL  
Matt Long, Supervisor of Assessments  
6 North Vermilion Street  
Danville, IL 61832  
(217) 554-1940  
assessor@vercounty.org

**CUSTOMER ID:** A125799      **SALE REP:** Idavis      **FREQUENCY OF PROJECT:** Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
944	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$63.75 (15%)	\$60,180.00
70	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15%)	\$26,775.00
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$7,425.00
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$4,998.00
3	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.	\$750.00	\$562.50 (25%)	\$1,687.50

		Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
944	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$472.00
874	Mosaic - Area Wide (9in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$437.00
70	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$140.00
70	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$140.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
944	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
70	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
<b>SUBTOTAL - FIRST PROJECT</b>					<b>\$102,254.50</b>

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
944	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5%)	\$67,260.00
70	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$427.50 (5%)	\$29,925.00
944	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$9,440.00
3	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Attachment	\$3,300.00	\$2,475.00 (25%)	\$7,425.00
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$4,998.00
3	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Online Terms and Conditions	\$750.00	\$562.50 (25%)	\$1,687.50
70	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$1,400.00
944	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$472.00



874	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$437.00
70	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$140.00
70	Mosaic - Area Wide (3in GSD; MrSID format, individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID of individual files of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$140.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / sATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15)-hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
<b>SUBTOTAL - SECOND PROJECT</b>					<b>\$123,324.50</b>

Thank you for choosing Pictometry as your service provider. Amount per product = ((1-Discount %) \* Qty \* List Price)

<b>TOTAL</b>	<b>\$225,579.00</b>
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**FEEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.



**FIRST PROJECT**

Due at Signing	\$8,521.20
Due at Initial Shipment of Imagery	\$25,563.64
Due at First Anniversary of Shipment of Imagery	\$34,084.83
Due at Second Anniversary of Shipment of Imagery	\$34,084.83
<b>Total Payments</b>	<b>\$102,254.50</b>

**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$41,108.16
Due at First Anniversary of Shipment of Imagery	\$41,108.17
Due at Second Anniversary of Shipment of Imagery	\$41,108.17
<b>Total Payments</b>	<b>\$123,324.50</b>

**PRODUCT PARAMETERS**

**FIRST PROJECT  
IMAGERY**

**Product:** IMAGERY - COMMUNITY - 4-way (CS) (3in) - Per Sector  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector  
**Leaf:** Leaf Off: Less than 30% leaf cover

**CONNECT**

**Product:** Pictometry Connect - CA - 100  
**Admin User Name:** Matt Long  
**Admin User Email:** assessor@vercounty.org  
**Geofence:** IL Vermilion (Primary Geofence)

**Product:** Pictometry Connect View - CA  
**Admin User Name:** Matt Long  
**Admin User Email:** assessor@vercounty.org  
**Geofence:** IL Vermilion (Primary Geofence)

**SECOND PROJECT  
IMAGERY**

**Product:** IMAGERY - COMMUNITY - 4-way (CS) (3in) - Per Sector  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector  
**Leaf:** Leaf Off: Less than 30% leaf cover

**CONNECT**

**Product:** Pictometry Connect - CA - 100  
**Admin User Name:** Matt Long  
**Admin User Email:** assessor@vercounty.org  
**Geofence:** IL Vermilion (Primary Geofence)

**Product:** Pictometry Connect View - CA  
**Admin User Name:** Matt Long  
**Admin User Email:** assessor@vercounty.org  
**Geofence:** IL Vermilion (Primary Geofence)

### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

### RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricanes:** areas affected by hurricanes of Category 2 and higher.
  - Tornadoes:** areas affected by tornadoes rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunamis:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services** – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are continuous with the license granted to you in the Delivered Content Terms.
- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to ensure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

#### 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranty; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, **THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.**
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

#### 7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States Federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, including its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

## SECTION B

### PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

### LICENSE TERMS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

#### 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Services shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

#### 3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

#### 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supercedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**SECTION B****PICTOMETRY WEB VISUALIZATION OFFERING  
TERMS AND CONDITIONS****LICENSE TERMS**

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

**1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
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**2. TERMS OF ACCESS TO WVO SERVICES**

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO Services is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

**3. DISCLAIMERS**

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

**4. LIMITED WARRANTY**

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. LIMITATION OF LIABILITY**

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or



equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (e) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (h) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content becomes, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing, or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]



**SECTION B****LICENSE TERMS****PICTOMETRY SOFTWARE  
LICENSE AGREEMENT**

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6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
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  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. *Force Majeure.* Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. *Waiver.* No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. *Entire Agreement; Construction.* This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

**SECTION C**

**NON-STANDARD TERMS AND CONDITIONS**

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Illinois in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. **Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project, as defined herein, and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second Project;

b. This Agreement shall remain in full force and effect, however commencement of the Second Project shall be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and

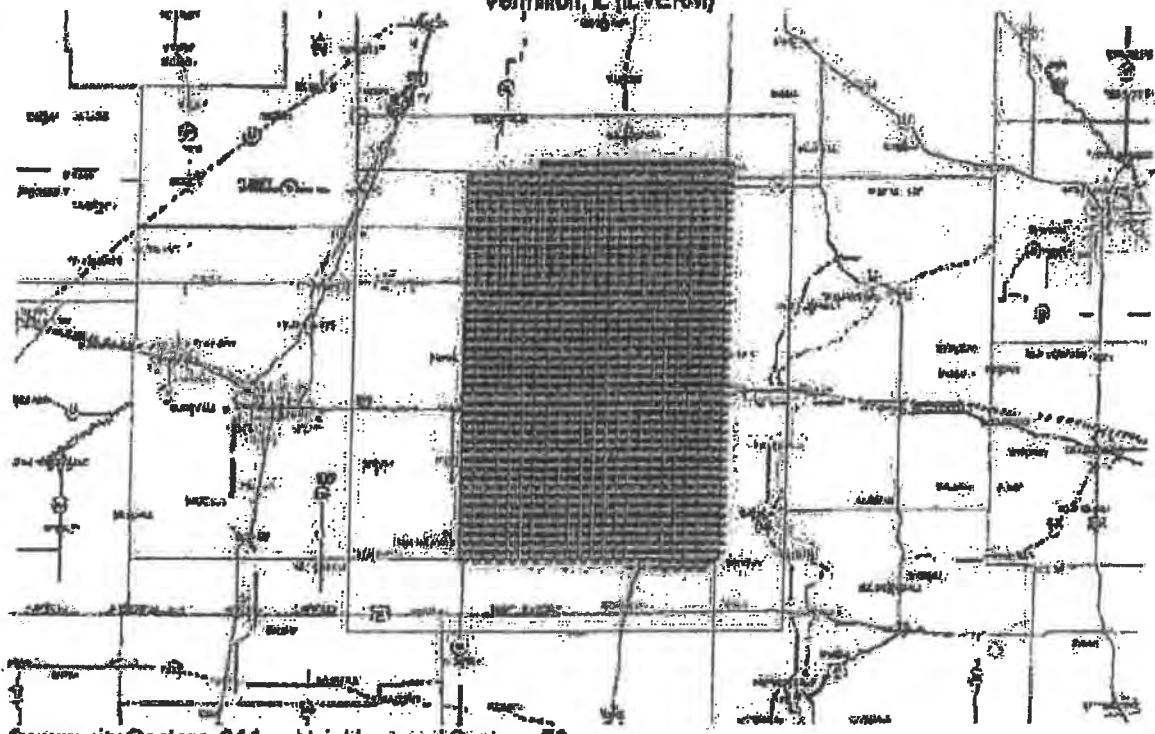
c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

**SECTOR MAP(S)**

**Vermilion, IL (L.VERM)**



**Community Sectors 944 Neighborhood Sectors 70**

**RESOLUTION****RE: RESOLUTION FOR COUNTY ENGINEER'S SALARY  
SECTION: 18-00000-01-CS**

WHEREAS, the County has sufficient Surface Transportation Program funds available and desires to use a portion of said funds to pay a portion of the County Engineer's salary, and,

WHEREAS, the County desires to appropriate funds for the purpose of payment of the County Engineer's salary for the period beginning February 1, 2018 and ending January 31, 2019.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Vermilion County, that the sum of One Hundred Forty One Thousand Fifty Dollars (\$141,050) be hereby appropriated for payment of the County Engineer's salary. Said appropriation includes Fifty Five Thousand Five Hundred Seventy Five Dollars (\$55,575) for salary and Twenty Nine Thousand Nine Hundred Dollars (\$29,900) for FICA, IMRF, Insurance and Travel Expenses from the County Motor Fuel Tax Fund and includes Fifty Five Thousand Five Hundred Seventy Five Dollars (\$55,575) for salary from the County's Surface Transportation Program fund.

BE IT FURTHER RESOLVED that the County hereby authorizes the sum of Fifty Five Thousand Five Hundred Seventy Five Dollars (\$55,575) from their Surface Transportation Program funds to be made available to the Illinois Department of Transportation for the State's use in exchange for an equal amount of State funds. The State funds shall equal fifty percent (50%) of the County Engineer's annual salary.

BE IT FURTHER RESOLVED that two (2) certified copies of this Resolution be mailed to the Illinois Department of Transportation through its Region Engineer, Paris, Illinois and one (1) certified copy to the Vermilion County Highway Department.

PRESENTED, APPROVED, AND RESOLVED by the County Board of Vermilion County, Illinois at January 9th, 2018, A.D. Session.

Resolution Number \_\_\_\_\_

**County Engineer Salary Resolution Section 18-00000-01-CS**

Aye \_\_\_ Nay \_\_\_ Absent \_\_\_

\_\_\_\_\_  
Chairman, Vermilion County Board

ATTEST:

\_\_\_\_\_  
Clerk of the County Board

I certify that the correct TIN for Vermilion County is 37-6002224  
Legal Status: Governmental

Resolution Number \_\_\_\_\_



## Instructions for BLR 02122

This form is to be used for the reappointment of the incumbent county engineer. For more information refer to the Bureau of Local Roads and Street Manual (BLRS) Chapter 2. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual. (Similar fields are auto populate depending on the entry you choose in the first respective field.)

Vacancy	Insert the type of vacancy, choose from exists or will exist.
Date	Insert the date of expiration of the current incumbent's term.
Name of County	Insert the name of the county.
Name of Incumbent	Insert the name of the incumbent county engineer.
Name of County	Insert the name of the county.
Date	Insert the date of the resolution the County Board passed to submit names of candidates for examination
Number of candidates	Insert the number of candidates submitted to the Department of Transportation.
Name of Secretary of Transportation	Insert the name of the Secretary of Transportation.
Name of County	Insert the name of the county.
Date	Insert the date of the certification by the Department of Transportation.
Name of Candidate Selected	Insert the name of the successful candidate.
Name of County	Insert the name of the county.
Name of Candidate Selected	Insert the name of the successful candidate.
Name of County	Insert the name of the county.
Date	Insert the effective date of the appointment.
Name of County	Insert the name of the county.
Salary	In the table below insert the salary for the next six years. With each year having an effective date (from) (to) and the salary for each of those years (Salary Amount). A seventh line is provided for partial years. For example, the first line covers only a partial year before a salary increase. Insert in order by years. Do not overlap time frames.
Clerk Name	Insert the name of the County Clerk
Name of County	Insert the name of the county.
Name of County	Insert the name of the county.
Meeting Date	Insert the date of the meeting.
Day	Insert the day of the clerk's signature.
Month, Year	Insert the month and year of the clerk's signature.
Clerk's signature	The clerk will sign and date here.

**A minimum of two (2) certified signed originals must be submitted to the Regional Engineer's District office.**

Following the Regional Engineer's approval, distribution will be as follows:

District File  
Central Bureau of Local Roads and Streets





# Agreement for County Engineer's Salary



This agreement, by and between the DEPARTMENT OF TRANSPORTATION, State of Illinois, hereinafter called the DEPARTMENT, and the COUNTY OF Vermilion, of the State of Illinois, hereinafter called the COUNTY,  
Name of County

**WHEREAS**, the COUNTY has elected to use the Illinois Department of Transportation's recommended salary schedule to determine the County Engineer's annual salary and has agreed that the minimum salary shall be at least ninety-five (95) percent of the recommended salary;

**WHEREAS**, the COUNTY desires to transfer Federal Surface Transportation Program Funds to the DEPARTMENT in return for State funds to be used by the COUNTY to pay a portion of the County Engineer's salary, an amount not to exceed fifty (50) percent of the County Engineer's annual salary;

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

**THE COUNTY AGREES:**

1. That it will provide the DEPARTMENT with a resolution passed by the County Board authorizing the transfer of the COUNTY's Federal Surface Transportation Program Funds to the State for an equal amount of State Funds.
2. That it will deposit the State Funds in the County's Motor Fuel Tax account.
3. That an annual resolution appropriating funds for the payment of the County Engineer's annual salary shall be submitted to the DEPARTMENT along with the resolution authorizing the amount of Federal Surface Transportation Program funds to be transferred.
4. That it will maintain, for a minimum of 3 years after the completion of the agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the agreement; that the agreement and all books, records and supporting documents related to the agreement shall be available for review by the DEPARTMENT and/or Auditor General and that it will provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for recover of funds paid by the DEPARTMENT under the agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

**THE DEPARTMENT AGREES:**

1. That it will accept the COUNTY's Federal Surface Transportation Program funds and make an equal amount of State funds available to the COUNTY for deposit in the County's Motor Fuel Tax account.
2. That payment of that State Funds to the COUNTY will be made each year upon receipt of the COUNTY's resolution transferring their Federal Surface Transportation Program funds and appropriating their Motor Fuel Tax or other funds for payment of their County Engineer's salary.

**IT IS MUTUALLY AGREED:**

1. That this agreement shall remain in full force and effect for a period of six years from the date of execution unless terminated by either party upon 30 days written notification by either party. The agreement may be temporarily suspended during any period that COUNTY does not have sufficient Federal Surface Transportation Program funds available to be transferred.
2. That the obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the purpose contemplated herein.

Executed by the COUNTY this 9th day of January, 2018, Vermilion County, State of Illinois,  
Day Month, Year County  
acting by and through its County Board.

BY: Chairperson of the County Board Date

Typed Name of Chairperson

Executed by the DEPARTMENT this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month, Year

**APPROVED**  
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Randall S Blakenhorn  
Secretary of Transportation Date

BY: Priscilla A Tobias  
Director, Office of Program Development Date

### Instructions for BLR 09220

This form is used when a County agrees to pay their County Engineer's a salary that is at least 95% of the Illinois Department of Transportation's recommended salary schedule. This agreement allows for the County to transfer Federal Surface Transportation Program funds to the Illinois Department of Transportation (DEPARTMENT) in return for State funds to be used to pay a portion of the County Engineer's salary. This County Engineer Salary program is for the salary only and does not include expenses.

For more information refer to the Bureau of Local Roads and Streets Manual(BLRS) Chapter 9. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Name of County	Select the county name from the drop down or insert name if completing by hand.
Day	Insert the day the County executed the agreement.
Month and Year	Insert the month and year the County executed the agreement.
County	Insert the name of the County.
Chairperson of the County Board	County Board Chairperson shall sign and date here.
Typed Name of Chairperson	Please type the name of the chairperson signing this form
Day	Insert the day the State executed the agreement.
Month, Year	Insert the month and year the State executed the agreement.
Department of Transportation	Department of Transportation official(s) shall sign and date here upon approval.

**A minimum of five(5) certified signed originals must be submitted to the Regional Engineer's District office.**  
Following approval by the Department distribution will be as follows:

County Engineer  
County Clerk  
County Treasurer  
District  
Bureau of Local Roads and Streets Central Office File