

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, September 7, 2021 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Approval of a Resolution Establishing Constitution Week 2021
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from August 3, 2021
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 2,605,545.65
 - D. Approve Resolution Setting the Number of Assistant State's Attorneys
 - E. Approval of a Resolution Declaring Full Support of the Second Amendment of the Constitution of the United States of America
8. Old Business
9. New Business
 - A. Approval of an Intergovernmental Agreement between the County of Kendall, IL and the Kendall County Forest Preserve District for the Disbursement of American Rescue Plan Act Funds in an amount not to exceed \$330,000
 - B. Approval of Severance Agreement and Waiver and Release of All Claims between Victoria Chuffo, the 23rd Judicial Circuit of the State of Illinois, and the County of Kendall, Illinois in the amount of \$41,272.69 in severance pay, less all required payroll withholdings
10. Elected Official Reports & Other Department Reports
11. Standing Committee Reports
 - A. Facilities
 1. Approve S&K Excavators demolition of 108 W. Ridge St. in an amount not to exceed \$19,000.00
 - B. Law Justice and Legislation
 1. Approval of Master Services Agreement between Kendall County Circuit Clerk and Conscisys
 2. Approval of addendum to the Master Services Agreement between Kendall County Circuit Clerk and Conscisys for Electronic Search Warrants
12. Special Committee Reports
13. Other Business
14. Chairman's Report
15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**County of Kendall
Resolution 21-**

A RESOLUTION ESTABLISHING CONSTITUTION WEEK 2021

WHEREAS: September 17, 2021 marks the two hundred thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the week of September 17 through 23 as **CONSTITUTION WEEK**

BE IT FURTHER RESOLVED, we ask our citizens to reaffirm the ideals that the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

PRESENTED and ADOPTED by the County Board, this 7th day of September 2021.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
August 3, 2021**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building 111 W Fox St, in the City of Yorkville on Tuesday, August 3, 2021 at 6:45 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Member(s) absent: None.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Member Flowers moved to approve the agenda with moving item 7C to New Business, removing items 11 A 2 and 3, and removing item 11 B 5. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

PUBLIC COMMENT

Sandy Windetti representing the Oswego Senior Center spoke about the getting some fund from the American Rescue Plan Act funds.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** standing committee minutes; **B)** claims in an amount not to exceed \$1,170,228.81; **D)** release of Administration HR Executive Session minutes from August 28 2018, April 17, 2019 and July 21, 2021; **E)** release of Finance Committee Executive Session minutes from October 24, 2019 and July 15, 2021; **F)** release of Law Justice Legislation Committee Executive Session minutes from October 22, 2019 and July 26, 2021. Member Flowers seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

B) COMBINED CLAIMS: ADMIN \$132.29; ANML CNTRL WRDN \$655.49; BEHAV HLTH \$1,576.97; CIR CT CLK \$825.00; CIR CRT JDG \$6,368.29; COMB CRT SVS \$11,773.00; COMM ACTN SVS \$642,584.72; COMM HLTH SVS \$2,231.82; CORR \$23,212.92; CNTY CLK \$7,070.00; HIGHWY \$251,749.24; EMA DIR \$8,386.97; EMA \$2,739.79; EMPLY BNFT \$3,608.00; ENVIRO HLTH \$756.36; FCLT MGMT \$16,655.90; GIS \$42.43; JURY \$2,012.25; MERIT \$3,457.00; PBZ \$942.00; PRSD JDGE \$2,451.90; PROB SVS \$504.59, PRGM SUPP \$968.27; ROE\$1,521.92; SHRF \$8,132.66; ST ATTY \$1,065.39; TECH \$47,183.64; UTIL \$15,233.56; VET \$2,769.50; FP \$7,397.33; SHF \$96,219.61

NEW BUSINESS

Holiday Schedule

Member Cesich moved to approve the amendment to the 2022 Holiday Schedule. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIAL REPORTS & OTHER DEPARTMENT REPORTS

EMA

EMA Director Roger Bonuchi stated that they made all of their points for nuclear testing.

STANDING COMMITTEE REPORTS

Facilities

Member DeBolt stated that the house at 107 W Madison St demolition has started. The house at 108 W Ridge St has been measured to move the storage items over to the Courthouse basement along with the items from the Annex building. The Annex building will receive a new roof. Election equipment will be moved out of storage into the Annex building.

Admin HR

GIS Intern Position

Member Cesich moved to approve the Inter Position for GIS. Member Vickers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Finance

Mack & Associates Auditing Contract

Member Kellogg moved to approve an extension of the auditing contract between Mack & Associates, P.C. and Kendall County. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Assistant Public Defender Position

Member Kellogg stated the American Rescue Plan Act allows for funding the backlog in the court system to alleviate the burden.

Member Kellogg moved to approve a new Assistant Public Defender position to be paid from the American Rescue Plan Act funds. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Assistant State's Attorney Position

Member Kellogg moved to approve a new Assistant State's Attorney position to be paid from the American Rescue Plan Act funds. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Paralegal Position

Member Kellogg moved to approve a Paralegal position in the State's Attorney's Office to be paid from the American Rescue Plan Act funds. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Law Justice and Legislation

Volunteer Waiver and Release of Liability Agreement

Member Gilmour moved to approve the Kendall County Emergency Management Agency Volunteer Waiver and Release of Liability Agreement. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

SPECIAL COMMITTEE REPORTS

Historic Preservation

Chairman Gryder said that there will be a special meeting on August 16, 2021. The purpose of the meeting is to explore collaborative opportunities and to receive updates from other groups.

Chairman's Report

Member Koukol moved to approve the appointments. Member Cesich seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Appointments

Scott Cherry – Zoning Board of Appeals (Na-Au-Say) – 5 year term – Expires July 2026
Audra Hendrix – Ethics Commission – 2 year term – Expires August 2023
Russ Corneils – Ethics Commission – 2 year term – Expires August 2023
Crystal Steinbach – Ethics Commission – 2 year term – expires August 2023
Marty Shanahan – Historic Preservation Commission – 5 year term – Expires August 2026
Elizabeth Flowers – Kendall Housing Authority – 5 year term – Expires August 2026
Shawn Flaherty – Sheriff's Merit Commission – 3 year term – Expires August 2024

QUESTIONS FROM THE PRESS

Lucas Robinson from the Kendall County Record asked what the salaries would be for the new positions at the State's Attorney's Office. Any new positions at the Public Defender's Office?

Jim Wyman from WSPY asked about the Federal money going to evictions and what will Kendall do about evictions and wearing masks in the government buildings.

ADJOURNMENT

Member Gilmour moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gengler seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Approved and submitted this 16th day of August, 2021.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

Co Board 8/3/2021

COUNTY OF KENDALL, ILLINOIS

**RESOLUTION 2021-__
RESOLUTION SETTING THE
NUMBER OF ASSISTANT STATE'S ATTORNEYS**

WHEREAS, 55 ILCS 5/4-2003 provides that the number of Assistant State's Attorneys are determined by the County Board, and the salaries of such assistants shall be fixed by the State's Attorney subject to budgetary limitations established by the County Board;

NOW, THEREFORE, BE IT RESOLVED by the Kendall County Board that, pursuant to 55 ILCS 5/4-2003, the Kendall County State's Attorney may maintain a maximum of twelve (12) full-time Assistant State's Attorneys and one (1) part-time Assistant State's Attorney paid at salaries fixed by the State's Attorney subject to the budgetary limitations established by this County Board; and

BE IT FURTHER RESOLVED by the Kendall County Board that, pursuant to 55 ILCS 5/4-2003, the Kendall County State's Attorney may continue to maintain up to five (5) additional Special Assistant State's Attorneys as needed whose salaries shall be fixed by the State's Attorney subject to budgetary limitations established by the Kendall County Board.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law, and it shall replace and supersede Resolution 2018-35 and all prior resolutions related to setting the number of Assistant State's Attorneys.

Approved and adopted by the County Board of Kendall County, Illinois, this 7th day of September, 2021.

Kendall County, Illinois

Attest:

Scott Gryder, Chairman
Kendall County Board

Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS

Resolution 2021 - _____

A RESOLUTION DECLARING FULL SUPPORT OF THE SECOND AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES OF AMERICA

WHEREAS, the Right of the People to keep and bear arms is affirmed and guaranteed as an Individual Right under the Second Amendment to the Constitution of the United States of America, and;

WHEREAS, Article I, Section 22 of the Constitution of the State of Illinois states that the Right of the Individual Citizen to keep and bear arms shall not be infringed, and;

WHEREAS, the Right of the People to keep and bear arms for the defense of Life, Liberty, and Property is regarded as an Inalienable Right by the People of Kendall County, Illinois, and;

WHEREAS, the People of Kendall County derive economic benefit from all safe uses of firearm recreation, including hunting and shooting conducted within Kendall County, and;

WHEREAS, the members of the Kendall County Board are elected to represent the People of Kendall County and are duly sworn by their Oath of Office to uphold the Constitution of the United States of America and the Constitution of the State of Illinois, and;

WHEREAS, the Illinois House of Representatives, the Illinois Senate, and the Governor of Illinois are elected to represent the People of the State of Illinois and are duly sworn by their Oath of Office to uphold the Constitution of the United States of America and the Constitution of the State of Illinois;

NOW, THEREFORE, BE IT RESOLVED THAT THE KENDALL COUNTY BOARD, is in full support of the Right of the People of Kendall County to keep and bear arms, as guaranteed by the Constitution of the United States of America and the Constitution of the State of Illinois, and;

BE IT FURTHER RESOLVED, that the Kendall County Board is in opposition to the enactment of any legislation by the State of Illinois that would ban the possession and use of firearms and thereby infringe upon the Constitutional Right of the People of Kendall County to keep and bear arms, and;

BE IT FURTHER RESOLVED, that the Kendall County Administrator is hereby directed to prepare and deliver certified copies of this Resolution to the Kendall County delegation of the Illinois General Assembly and to the Office of the Illinois Governor.

PRESENTED and ADOPTED by the County Board, this 7th day of September 2021.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, July 26, 2021
Meeting Minutes

Call to Order and Pledge Allegiance – Chair Judy Gilmour called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Amy Cesich	Present		
Dan Koukol	Present		
Ruben Rodriguez	ABSENT		
Robyn Vickers	Here		

Others Present: Sheriff Dwight Baird, EMA Director Roger Bonuchi, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, Commander Jason Langston, Chief Judge Robert Pilmer, Coroner Jacque Purcell, Undersheriff Bobby Richardson, Commander Jeanne Russo

Approval of Agenda: Member Cesich made a motion to approve the agenda, second by Member Koukol.

With four members present voting aye, the agenda was approved.

Approval of Minutes – Member Cesich made a motion to approve the May 17, 2021 meeting minutes, second by Member Vickers.

With four members present voting aye, the motion carried by a 4-0 vote.

Public Comment – Ronald Mattson, addressed the committee on the Second Amendment Sanctuary County Law and the need for a County Resolution in support of the Constitution and the Second Amendment.

Status Reports

Coroner – Written report provided. Coroner Purcell reviewed the July 2021 report stating there were a total of 225 deaths in the County this year to date, and Purcell said this included 5 suicides. Coroner Purcell stated that there were 18 hours of community service hours served in the Coroner’s Office in July.

EMA – Written report provided. Director Bonuchi reported that he and three EMA Volunteers assisted Grundy County EMA with the Battery Factory fire by answering phone calls from 4-11p.m.

Director Bonuchi also reported that the Dresden Nuclear Drill on July 20th went very well, although FEMA and IEMA met with the group remotely, there were 14 County Elected Officials and staff that

were in-person for the drill. Mr. Bonuchi stated that FEMA gave KC EMA a 100 percent on all 19 points of the drill.

Public Defender – Written reports for June provided. Ms. Chuffo stated that the number of cases continues to increase at almost double the rate as last year. Ms. Chuffo lost one Assistant Public Defender last week that will be replaced on August 9th, and will lose her First Assistant Public Defender in August. Both Assistants left Kendall County because of burn-out and the excessive case load. Assistants have approximately 500 cases per month in Kendall County, and Kane County Assistants normally carry about 100 cases per month.

Circuit Clerk – Written reports provided.

Court Services – Written reports provided. Ms. Elliott reported that the Metropolitan Alliance of Police (MAP) union contract negotiations are ongoing. The old contract will expire on November 30, 2021.

Ms. Elliott reported that the Public Service Work Program went through a revamping prior to Covid-19 in an effort to increase the number of not-for-profit worksites receiving court ordered community service workers. The KC Court Services Office continued work through the pandemic, and had 32,383 hours of community service work hours between March 2020 and March 2021. She was happy to report that they are back on track and have completed 13,050 hours of community work hours this year. There is need for additional not-for-profit worksites to increase the availability of hours for people in the rural areas of Kendall County. Ms. Elliott said that any organization interested in the Court Service Work Program should contact the Court Services Office.

Chief Judge – Judge Pilmer reported that Judge Stuckert from DeKalb has retired, and that Judge Stephanie Kline will begin work in Kendall County on August 9, 2021 for one-year. Judge Voiland will go to the DeKalb Courts for a one-year term until Judge Kline is able to assume her role in DeKalb.

Judge Pilmer stated that the Zoom and In-Person court proceedings is working well, and that they continue with in-person Jury Trials currently. Pilmer stated that face masks are now optional in the Courthouse and courtrooms.

Judge Pilmer stated that he is very concerned for the Assistant Public Defender caseloads, and said there are very strict standards regarding the right for a defendant to have proper and adequate representation. The fact that the caseloads have doubled for the past several years, confirms the need for additional Assistant Public Defenders.

Sheriff's Report

- a. Operations Division – Written April report provided.
- b. Corrections Division – Written April report provided. Commander Russo reported an increase of intakes in the jail, and reported that the Department of Corrections is now authorized to pay for Federal housing.

Commander Russo reported that the Electronic Home Monitoring Program is going well, and that Corrections is able to collect more of the fees from participants.

c. Records Division – Written report provided.

Sheriff Baird summarized the major topics to be addressed in the SAFE-T Act that were effective on July 1, 2021, including:

1. Permanent retention of police misconduct records
2. Body Camera Video Review
3. Use of Force
4. New Reporting Requirements
5. Attorney General investigations and possible civil penalties
6. Deflection programs and nine new required areas of training
7. Specifically Defining Police Misconduct

Baird said that topics deferred until 2022 or 2023 that will be addressed in future training are:

1. Arrest for resisting vs. obstruction (2023)
2. Mental health screenings for officers (2022)
3. “30 hours of training every 3 years” (2022)
4. Decertification changes (2022)
5. Anonymous Complaints (2022)
6. Three phone calls for people in custody (2022)
7. Citations in lieu of arrest for Class B and C misdemeanor (2023)
8. Bail gives way to Pretrial Release in Bail Reform (2023)

Sheriff Baird stated that the KC Sheriff’s Office investigates their own investigations for complaints about deputies, and has their own Code of Conduct for Sheriff’s Deputies.

Old Business – None

New Business

- *Discussion and Approval of the Kendall County Emergency Management Agency Volunteer Waiver and Release of Liability Agreement* - EMA Director Roger Bonuchi briefed the committee on the form and liability agreement, and how the form affects his volunteer force. Bonuchi asked that the County Board adopt the *County Emergency Management Agency Volunteer Waiver and Release of Liability Agreement* so that protocols for volunteers could be established. Participation will be denied to any volunteer that refuses to sign the waiver and liability form.

Member Cesich made a motion to forward the *County Emergency Management Agency Volunteer Waiver and Release of Liability Agreement* to the County Board for approval, second by Member Koukol.

With four members present voting aye, the motion carried by a vote of 4-0.

Chairman’s Report/Comments – No report

Items for the August 3, 2021 Kendall County Board Meeting

- *Discussion and Approval of the Kendall County Emergency Management Agency Volunteer Waiver and Release of Liability Agreement*

Items for the August 12, 2021 Committee of the Whole Meeting - None

Public Comment – Lucas Finfrock conveyed his frustration with Kendall County, and the need for restriction of gun classes or any weapon firing at the PNA Camp on River Road. Mr. Finfrock stated that his home has been fired upon on two occasions, and that he fears for his family’s safety, and wants the County Board to enact some type of zoning ordinance restricting firearms in residential areas.

Legislative Update – None

Executive Session – Member Cesich made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2/2, second by Member Vickers.

ROLL CALL VOTE

Member Gilmour – yes, Member Cesich – aye, Member Koukol – yes, Member Vickers – yes. **With four members present voting aye, the motion carried, and the committee entered into Executive Session at 4:35p.m.**

The committee reconvened into Open Session at 4:40p.m.

Adjournment – Member Cesich made a motion to adjourn the meeting, second by Member Koukol.

With four members in agreement, the meeting adjourned at 4:42p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, JULY 2, 2021**

Committee Chair DeBolt called the meeting to order at 4:00 p.m.

Roll Call: Members Present: Brian DeBolt, Judy Gilmour, Matt Kellogg, Dan Koukol.
Scott Gryder arrived at 4:23 p.m.

With all members present, a quorum was formed to conduct business.

Others Present: Facilities Director Jim Smiley, Facilities Management Assistant Director/PM Dan Polvere, County Administrator Scott Koepfel.

Approve the June 10, 2021 Facilities Committee Meeting Minutes – There were no changes to the June 10, 2021 minutes; Member Kellogg made a motion to approve the minutes, second by Member Gilmour. **With all present members voting aye, the minutes were approved.**

Approval of Agenda – Member Koukol made a motion to approve the agenda. Member Kellogg second the motion. **With all present members voting aye, the agenda was approved.**

Public Comment – None

Old Business/Projects

1. *County Board Room Remodeling Project* – Director Smiley stated the training on the card access system had been completed on July 9th. Mr. Smiley also stated the programming was set up for cell phone use instead of cards. Director Smiley will set up additional phones access as time allows. **Project Complete.**
2. *COVID 19 Projects:*
 - a. *Public Safety Center Door pass through slots* – Director Smiley informed the Committee the re-painting of the doors still needs to be completed by KCFM staff. Mr. Smiley believes this should be completed before the next Committee meeting in September. **Project Complete.** County Administrator Koepfel stated this project would be a candidate for reimbursement under the American Rescue Plan Act.
3. *Courthouse Chiller replacement* – Director Smiley requested a tentative schedule from Trane. Mr. Smiley stated all parts have been received. Director Smiley received notice from ComEd the rebates will be honored through the end of November.
4. *Public Safety Center MZU5 & AHU6 conversion to a Trane Water Chiller* – Same as the above agenda item number three (3).
5. *Metronet HPBX Desk Set Phone Installations* – Director Smiley informed the Committee all ports have been completed. Mr. Smiley stated there are some minor items left before the project is completed. Jim is working with Metronet's engineer to get the paging interface up and running. Director Smiley stated on August 9th the process of shutting down the old system will begin with the County Office Building system and the voicemail server. However, the systems will stay in place for now in case information is needed from them.

6. *Historic courthouse Window Project* – Director Smiley stated the vendor is still on track with the September delivery. The vendor informed Jim the factory no longer paints the windows however the vendor will paint them prior to arrival.
7. *Extra Cleaning related to COVID 19* – Director Smiley informed the Committee he spoke with all the departments that required extra COVID cleaning as directed. The only department that requested the cleaning continue is the Health Department due to the clinics being brought back to the building.
8. *2020 Winter Storm Damage Repairs* – Director Smiley stated the delay is due to material shortage. Jim has been informed from the vendor the repairs will begin this week.
9. *Fire Systems Annual Testing* – Director Smiley informed the Committee testing of all the systems at all buildings have been completed with no issues. **Project Complete.**
10. *Health & Human Services Fire Panel Replacement* – Director Smiley stated the panel was replaced the week of July 19th. **Project Complete.**

New Business/Projects

1. Chair's Report

- a. *K.A.T. Study Kluber Presentation Meeting* – County Administrator Koepfel updated the Committee on the status of the State of Illinois application for funding process. Kluber offered to begin the process at no charge at this time for this first meeting.
 - b. Discussion on moving records out of the Annex and Heart home into the basement of the courthouse. Shelving will need to be purchased to store and organize the records. Another suggestion was to scan the records however the Committee was not comfortable with the records leaving the County. Motion to approve the purchase of shelving and ladder for the records currently stored in these facilities to be stored in the basement of the Courthouse amount not to exceed the amount of \$20,000.00 by Member Koukol, Second by Member Gryder. **All members present voting aye, Motion Carried.**
 - c. Chair DeBolt stated with the county records moved to the courthouse the County Clerk will move the voting equipment from outside storage to the 1st floor of the Annex building. Annex roof repairs and outside clean up and repainting will be needed as well since we plan to keep this facility.
 - d. Discussion on the house located at 108 W. Ridge Street. Motion to obtain proposals for demolition of 108 W. Ridge Street by Member Kellogg, Second by Member Gryder. Opposed by Member Koukol. **With the majority members present voting aye, Motion Carried.**
 - e. Expansion of County Facilities are requiring voting to expand floor space at the County Office Building. Member Kellogg stated the American Rescue Plan Act would help with this expansion but all the information on how the program will work has not been received as of yet. Chair DeBolt stated Facilities will need a larger building to operate in as well.
2. *2022 Capital & COVID Related Budget Pricing* – Director Smiley informed the Committee that he and Assistant Director Polvere have been obtaining pricing for departments to submit for capital project requests for the 2022 budget year.
 3. *NRG Demand Response Testing* – Director Smiley informed the Committee that the required testing was completed. Mr. Smiley stated he has not received the amount we will receive this upcoming year however the past the amount has averaged approx. \$30 - \$35,000.00 per year.

4. *Courthouse Roof Repair versus Replacement in 2021* – Assistant Director Polvere informed the Committee due to COVID the bids received were higher with a reduced scope. The recommendation is to make minor repairs and rebid the replacement in 2022 when material pricing hopes to be reduced.
Project Complete.
5. *Parking Lot Maintenance 2021* – Assistant Director Polvere informed the Committee the vendor has submitted all the proposals for sealcoating and patching at the courthouse and re-stripping at the Public Safety Center.

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
 - Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month

Executive Session – None

Public Comment – None

Questions from the Media – None

Adjournment – Chair DeBolt asked if there was a motion to adjourn. Member Kellogg made a motion to adjourn the meeting. Second by Member Gryder. **With all members present voting aye, the meeting adjourned at 5:24 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

**INTERGOVERNMENTAL AGREEMENT FOR DISBURSEMENT OF AMERICAN
RESCUE PLAN ACT FUNDS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “IGA”) is made and entered into on this ____ day of _____, 2021 by and between the County of Kendall, Illinois (“County”) and the Kendall County Forest Preserve District (“District”). For purposes of this IGA, the County and the District shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the County and the District are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, earlier this year, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Funds (“Recovery Funds”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds from the

United States Government in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Interim Final Rules”) and issued Frequently Asked Questions (“FAQs”) clarifying the Interim Final Rules; and

WHEREAS, pursuant to the Interim Final Rules, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Interim Rule provides the County with flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County’s communities and population; and

WHEREAS, in response to Question 2.18 of the FAQs, the Treasury confirmed recipients can use Recovery Funds for the following purposes for outdoor spaces/parks: (1) to improve spaces in areas that have been disproportionately impacted by the pandemic; and (2) maintenance and upkeep issues because of the increased use parks saw during the pandemic.

WHEREAS, the District has been able to establish that its facilities and open spaces have seen increased use during the pandemic, which has resulted in increased maintenance and upkeep issues for the District; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, finds that providing a portion of its Recovery Funds to District pursuant to the terms of this IGA would address the District's increased maintenance and upkeep issues and also responds to the negative economic impact faced by the District as a result of the pandemic.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this IGA by reference and made a part of this IGA.

2. County's Obligations

In consideration for the District's execution of this IGA, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this IGA, the County agrees to disburse a portion of its Recovery Funds to the District to assist the District with its increased maintenance and upkeep needs as a result of increased use of District preserves during the pandemic. Said amounts actually disbursed to the District shall hereinafter be referred to as "Grant funds".
- b. The disbursement of Grant funds to the District will be pursuant to the following schedule:
 - i. The County will disburse Grant funds in an amount not to exceed thirty thousand dollars (\$30,000.00) to be used by the District in Fiscal Year 2021 (December 1, 2020 to November 30, 2021). The County will disburse this

\$30,000 amount to the District as soon as possible but no later than November 30, 2021.

ii. The County will disburse Grant funds in an amount not to exceed three hundred thousand dollars (\$300,000.00) in total at various times during the District's Fiscal Years 2022 through 2024 (i.e., from December 1, 2021 to November 30, 2024). The parties understand and agree that the County will disburse these funds to the District, as needed by the District, during the relevant time period.

b. The total amount of Grant funds to be disbursed to the District during the term of this IGA shall not exceed a total of three hundred thirty thousand dollars (\$330,000.00).

3. District's Obligations

a. The District understands and agrees to use the Grant funds only for the following purpose: to address the District's increased maintenance and upkeep needs caused by increased use of its property during the pandemic. In accordance with ARPA, the District may only use the Grant funds to cover such costs incurred by the District from March 3, 2021 through December 31, 2024. The District must return any Grant funds not obligated by December 31, 2024, and any Grant funds not expended to cover those obligations by December 31, 2026.

b. If the District uses the Grant funds for any purpose other than those set forth in Paragraph 3(a) above (hereinafter referred to as an "Improper Purpose"), the District shall immediately reimburse the County the full amount of Grant funds received from the County.

- c. The District agrees to comply with the ARPA, the Interim Final Rule, and all interpretive guidance issued by the Treasury regarding Recovery Funds. The District also agrees to comply with all applicable requirements set forth in 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, and executive orders.
- d. The District shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer. The District agrees to comply with all recordkeeping requirements set forth in the Local Records Act.
- e. As a recipient of some of the County's Recovery Funds, the District understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of the District's Grant funds. Such steps will include, but are not limited to the following:
 - i. Every quarter, the District shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by the District that quarter; (b) sufficient detail describing how the Grant funds were used by the District during that quarter; and (c) include supporting documentation evidencing how the Grant funds were used by the District. The District agrees to provide any additional information requested by the County in this quarterly report as the County sees fit.

- ii. At any other time, the County, its auditor or legal counsel may request the District provide additional information and records relating to the District's use of the Grant funds. The District agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County in order to ensure compliance with ARPA.
- f. The District agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the work performed using Grant funds shall be subject to the Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event the District fails to comply with the notice requirements set forth in the Prevailing Wage Act, the District shall be solely responsible for any and all penalties, fines and liabilities incurred for the District's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.
- g. If the District uses Grant funds to pay a contractor or subcontractor to perform work for the District, the District must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of the ARPA, the Interim Final Rule, 2 C.F.R. 200 et seq. and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
- iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
- v. The Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- vi. The District shall ensure that the District and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, the District shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- vii. In any project using Grant funds, the District shall comply with all competitive bidding and selection requirements pursuant to applicable state and federal laws. The District shall obtain certifications from all contractors and subcontractors who perform work on such projects, which certify the

contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

- h. The District agrees that the maintenance of any work constructed in whole or in part with Grant funds shall be the sole responsibility of the District, and the District alone. Further, the District shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this IGA shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

4. Assignment

This IGA and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this IGA shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this IGA, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant funds from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this IGA, the County's obligation to provide the Grant funds to the District shall be suspended unless and until such Recovery Funds are received by the County. Also, the District understands and agrees the County's disbursement of Grant funds to the District, as set forth in this IGA, is

contingent on the Kendall County Board's appropriation and disbursement of those funds. The District understands and agrees that the sole and exclusive decision as to whether or not to disburse Recovery Funds to the District lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to the District, does not guarantee to the District that the District's intended use of the funds complies with the requirements of ARPA. By signing this IGA, the District affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from the District of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA or Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the District's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by the District to provide these records, for any reason including the prior destruction of these records, shall constitute a material breach of this IGA. The sole and exclusive remedy for such a material breach is that the District shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, the District agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon the District's failure to retain or provide records.

- c. Any other breach of this IGA may, at the sole discretion of the County, result in immediate termination of the IGA and/or further disbursement of Recovery Funds to the District.

7. Indemnity

The parties agree that where the County relied upon the certification of the District that such expenses for which the District sought Recovery funds met the minimum requirements of ARPA, and where the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that the use of such funds was not permitted under ARPA, the District agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

The District further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the United States Government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

The District agrees to hold County harmless for any evaluation or advice which the County provided to the District as to whether the District's use of the funds is a permissible use under ARPA.

8. Notice

All notices required or permitted in this IGA shall be in writing and shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via email with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street

Yorkville, Illinois 60560
skoeppe@co.kendall.il.us

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to the Grantee: Executive Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560
dguritz@co.kendall.il.us

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This IGA shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this IGA shall be brought in the Circuit Court of Kendall County, Illinois.

In case any provision of this IGA shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this IGA, and in either case the validity, legality, and enforceability of the remaining provisions of this IGA shall not in any way be affected or impaired thereby.

10. Execution of IGA

This IGA may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same IGA.

11. Entire Agreement

This IGA represents the entire agreement between the parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written.

Except as expressly stated herein, this IGA supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this IGA, nor any act of the County or the District pursuant to this IGA, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the District. The District understands and agrees that the District is solely responsible for paying all wages, benefits and any other compensation due and owing to the District's officers, employees, and agents for the performance of any services as set forth in the IGA.

13. Termination

This IGA shall be in full force and effect upon signature by both parties and will terminate once the District has spent all the Grant funds it has received from the County. However, the District's record-keeping obligation and its duty to defend and indemnify shall survive the term of this IGA.

14. Authority

The County and the District each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this IGA, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this IGA.

IN WITNESS WHEREOF, the parties hereto have executed this IGA, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

KENDALL COUNTY FOREST PRESERVE DISTRICT

Scott Gryder
Chairman, Kendall County Board

Judy Gilmour
President, Kendall County Forest Preserve District
Board of Commissioners

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____
Elizabeth Flowers
Secretary, Kendall County Forest Preserve
District

Date: _____

Date: _____

Master Subscription AGREEMENT (Kendall County Circuit Clerk's Office MSA 23-2)

This Master Subscription Agreement (hereinafter; "MSA 23-2") for web-based access and web application services is made and entered into by and between Kendall County Circuit Clerk's Office, (hereinafter"; "SUBSCRIBER"), and Conscisys Corp. (hereinafter; "PROVIDER").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions of terms used in this Agreement

- a. "SUBSCRIBER" collectively includes all personnel designated by SUBSCRIBER as having access to the services and applications herein.
- b. "USER" collectively includes any entity, agency, individual, employee, consultant or others authorized by the SUBSCRIBER to have access to any service provided by Conscisys Corp.
- c. "ADDENDUMS" contain the business process description, cost, and term of the Subscription.
- d. This MSA 23-2, any published Limitations of Use and all ADDENDUMS agreed to between SUBSCRIBER and PROVIDER are hereby made part of this MSA and define the Terms and Conditions under which the SUBSCRIBER and their USERS access the web application services.

2. Service ADDENDUMS that the PROVIDER may offer the SUBSCRIBER under this MSA 23-2 are listed herein. Each Addendum, if executed by the SUBSCRIBER and accepted by PROVIDER, is made part of this MSA 23-2. ADDENDUMS that may be made part of this MSA 23-2 are:

- eAppeal.net (eAppeal)
- Illinois Unified Court Services -Manual Ticket Entry – E-Citations (IUCSL)
- I2File.net (I2File)
- Illinois Orders of Protection (OOP)
- MySignature.net (MYS-NET)
- Long Form Complaint w/Arrest Warrant (LFC)
- Search Warrant creation and related functionality (SW)
- Prosecutors Report (CCCILCS)
- Video Conferencing

(b). This MSA 23-2 may be modified in writings by mutual agreement of the PROVIDER and SUBSCRIBER.

(c). It is agreed that all services provided by a web application service will be within the process and format used by all SUBSCRIBERS and USERS of that service. Features and process of each of the web application services available to the SUBSCRIBER are described within the individual ADDENDUMS to this MSA. PROVIDER agrees that SUBSCRIBER or its appointed USER shall be responsible for creation, provisioning and ongoing maintenance of required USER tables and USER data. Errors caused by failure of USER to provision or maintain USER data is the responsibility of the SUBSCRIBER. PROVIDER acknowledges that web services access, maintenance, operating system software and upgrades to associated components are the responsibility of the PROVIDER.

(d). PROVIDER agrees that all SUBSCRIBER provisioned data is the property of the SUBSCRIBER and shall not be sold, saved, copied, distributed, nor shared with any party that is not part of the ADDENDUM service.

(e). Other services such electronic transmission of court cases or associated case documents to an EFM or other destinations, Storage and retrieval of previously composed documents, sending of certified copies to requesters, provision of standard emailing, chat, newsletters and/or links to private service companies, training and support may be provided at the discretion of the PROVIDER and at an agreed upon additional cost to the SUBSCRIBER.

3. Terms

The effective date of this MSA shall begin upon the acceptance of this MSA by the PROVIDER and terminate on June 30, 2026. Upon SUBSCRIBER execution, the signed MSA shall be emailed to contracts@conscisys.com. Note that in the event of termination prior to annual renewal date of any ADDENDUM, no refund will be due to SUBSCRIBER for prepaid Annual Subscription fees nor for any other payments received from SUBSCRIBER.

This MSA will automatically renew after the initial period unless otherwise changed by SUBSCRIBER or PROVIDER. All such changes to the Terms shall be made in writing to the signing parties of this MSA at least 30 days prior to the termination date. All Notices to Conscisys shall be sent to contracts@conscisys.com.

4. Termination

This MSA may be terminated, with or without cause, by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Upon such termination, the SUBSCRIBER may retain the right to operate and deploy, for its own use, and at its own costs, access to all current services as provided by any ADDENDUM that has been made part of this MSA. Termination of this MSA shall not nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Product of Service: Copyright

All web application services used by SUBSCRIBER accessing the illinoiscourtservices.net server site are the licensed property of the PROVIDER. PROVIDER stipulates that if any services are not the property of the PROVIDER that the PROVIDER has the right to make those services available to the SUBSCRIBER and their USERS.

6. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto referring to (Kendall MSA 23-2) and the appropriate Addendum.

7. Applicable Law

This MSA shall be construed in accordance with and governed by the laws of the United States. Exclusive jurisdiction and venue for any court action in connection with this Agreement shall be in the appropriate court in Illinois.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT, THE SUBSCRIBER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS AND LIMITATIONS OF USE AS PUBLISHED ON THE ILLINOISCOURTSERVICES.NET SITE. THE LIABILITY OF THE PROVIDER TO THE SUBSCRIBER FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE ANNUAL SUBSCRIPTION AMOUNT PAID BY SUBSCRIBER TO PROVIDER AS SPECIFIED WITHIN THE SPECIFIC ADDENDUM IN DISPUTE.

9. Incorporated by Reference.

This MSA 23-2 is derived from (1) a Request for this MSA 23-2 from the SUBSCRIBER and/or (2) the PROVIDER ADDENDUM included as part of the MSA 23-2 and (3) any published terms and conditions contained within the appropriate web service or hyperlink referenced within the web service.

In the event of a dispute under this MSA 23-2, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this MSA 23-2, (2) the current ADDENDUM and (3) published or hyperlink references.

Non-Discrimination. Where applicable, PROVIDER, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Certification. PROVIDER certifies that PROVIDER, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). PROVIDER further certifies by signing the Contract documents that PROVIDER, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has PROVIDER made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in PROVIDER or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in PROVIDER or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

IN WITNESS WHEREOF, the parties have executed this MSA 23-2 by the authorizations below.

SUBSCRIBER:

Kendall County Circuit Clerk's Office

PROVIDER (Conscisys Corp)

By: _____

By: _____

Title: _____ / _____
(Authorized Signature) Date

Title: _____ / _____
(Authorized Signature) Date

**Addendum (SW– 1) to Kendall County 23-2 MSA
for
SEARCH WARRANT SERVICE**

This ADDENDUM SW-1 is hereby made part of the MSA 23-2 between Conscisys Corp (hereinafter “PROVIDER”) and the Kendall County Illinois Circuit Court Clerk (hereinafter “SUBSCRIBER”). This term of service for this addendum shall begin September 1, 2021 and terminate August 31, 2022.

Definition of Valid Users of this Service:

- **JUDICIARY – Any Judge within the SUBSCRIBER Jurisdiction.**
- **LAW ENFORCEMENT AGENCY(LEO) – Officers authorized to seek warrants within SUBSCRIBER Jurisdiction.**
- **STATES ATTORNEY(SA) any authorized Prosecution Attorney authorized to access SUBSCRIBER Search Warrant Process.**

2. Search Warrant service and functionality

- a. **Creation of Search Warrants and electronic support of related process as described herein.**
- b. **Service supports all major browsers on Windows and Android. Chrome is preferred. Limited support offered for iPad and Mac devices.**
- c. **Search Warrant Compliant Required Language is assigned automatically.**
- d. **Search Warrant Complaint language is Free Form.**
- e. **Search Warrant Complaint REQUIRED language may automatically inserted using acceptable Subscriber templates.**
- f. **SA may be included or excluded from electronic Warrant Submissions.**
- g. **SA may access and review and modify content.**
- h. **Warrant creator (LEO) may conduct final review of the complaint and search warrant and makes any final changes that have been discussed with the States Attorney.**
- i. **LEO may electronically sign the Complaint and forward to for Judicial Review.**
- j. **Search Warrant service provides judicial access, Review and Signature.**
- k. **Search Warrant services provides process (Video, Phone) between LEO and Judiciary whereby LEO attests to the content of the Complaint for search warrant.**
- l. **Search Warrant service provides process for participating parties to electronically sign the complaint and other documents using a wireless connected tablet or laptop. Note- services requires LEO to swear to the Complaint prior to judicial signature.**
- m. **Upon completion of Search Warrant an electronic copy of the Complaint and Search Warrant will be recorded to the SW case after the file stamps are applied to the documents. Case will be forwarded to CMS or to Clerk for recording of Case Number.**
- n. **LEO is notified of Judicial Review and Signature.**
- o. **The signed search warrant may be viewed/printed to present during the search.**
- p. **Search Warrant service records Proof of Service - LEO electronically signs document and submits within 96 hrs.**
- q. **Service provides electronic completion and submission of Inventory. (LEO is responsible for notifying the Judiciary of completed Inventory.)**
- r. **Service provides for judicial signature of inventory and electronically records Inventory onto the SW case.**
- s. **Provide for Amended Inventory submission and LEO Signature (LEO is responsible for notifying Judiciary of Amended Inventory submission).**

- t. Security considerations – Law Enforcement Agency (LEO) has access to Warrant created, Security Tokens can be granted to SA. Judiciary has access to all search warrants created within service.
- u. SUBSCRIBER acknowledges that the PROVIDER’s Service shall be limited to Update Support (i.e. input of Proof of Service, Inventory Submission and Amended Inventory Submission) for a period of 90 days after the recording of the SW on PROVIDER Service. Beyond that period the PROVIDER has no responsibility to maintain update capability.
- v. SUBSCRIBER acknowledges that SUBSCRIBER is solely responsible for controlling access to the subscribed service.
- w. SUBSCRIBER acknowledges that PROVIDER is under no obligation within this Agreement to make changes due to Judicial or Statutory requirement without additional compensation.

It is agreed by SUBSCRIBER that all functions that can be utilized by the SUBSCRIBER or its USERS are as presented within the current SW data structure and content management process as exists at the time and date of this Agreement’s execution. SUBSCRIBER acknowledges that change request to the process is at the option of the PROVIDER. Changes to any process may result in additional charges to the SUBSCRIBER. Services are limited to those services as described above and are provided only for the use of the SUBSCRIBER. SUBSCRIBER must limit the use of this service to only those USERS that have regular business within the SUBSCRIBER judicial circuit. Other services such electronic transmission of cases to an EFM or other destinations, Storage and retrieval of previously composed warrants and associated documents, sending of certified copies to requesters, provision of standard emailing, chat, newsletters and/or links to private service companies, training and support may be provided at the discretion of the PROVIDER and at an agreed upon additional cost to the SUBSCRIBER. IP addresses used by the service are the property of the Provider and may be changed by Provider at any time.

4. Fee for Service.

An annual Fee of Two Thousand Eight Hundred dollars (\$2800.00) shall be due upon the signing of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the authorizations below.

SUBSCRIBER:
Kendall County Illinois Circuit Court Clerk

PROVIDER
Conscisys Corp.

By: _____

By: _____

Title: _____ / _____
(Authorized Signature) Date

Title: _____ / _____
(Authorized Signature) Date

Upon execution of this Addendum by SUBSCRIBER – return to Conscisys via email- contracts@conscisys.com Or mail to Conscisys Corp. Attention: Contract Administrator, 1125 Mistwood Place, Downers Grove, IL 60515. Payment is due upon execution of the MSA and this Addendum by SUBSCRIBER.