

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560  
Tuesday, January 3, 2023 at 6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance – Tim Stubinger – Veteran Assistance Commission of Kendall County Superintendent
3. Invocation – Eric Gauss – Head Pastor – Cross Luthern Church, Yorkville
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board Minutes from November 29, 2022 and December 5, 2022
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$1,319,694.05
  - D. Approval of the State’s Attorney Appellate Prosecutor Resolution for Fiscal Year 2023 (December 1, 2022 to November 30, 2023) and authorization of payment for services in the amount not to exceed \$36,000.00
10. Old Business
  - A. Approval of a Commercial Purchase and Sale Agreement between Paul Buck – Cynthia Buck and the County of Kendall for the Property located at 101 W Fox St. Yorkville in an amount not to exceed \$800,000
11. New Business
  - A. Approval of a Resolution Granting the Kendall County Circuit Clerk Authority to Enter into Agreements with HOV Services Inc. an Exela Technologies Inc. Company on Behalf of Kendall County, Illinois
12. Standing Committee Reports
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman’s Report

**Appointments**

Robyn Vickers – 708 Mental Health Board – 4-year term – Expires January 2027

17. Public Comment
18. Questions from the Press
19. Executive Session
20. 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.

**KENDALL COUNTY BOARD  
SPECIAL MEETING  
November 29, 2022**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday November 29, 2022 at 6:00 p.m. The Clerk called the roll. Members present: 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 DeBolt moved approve the agenda. Member Koukol seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

**CONSENT AGENDA**

Member Kellogg moved to approve the consent agenda of **A.** Approve County Health Fund Levy 2022 payable 2023 in an amount not to exceed \$1,511,000; **B.** Approve Veteran's Assistance Commission Fund Levy 2022 payable 2023 in an amount not to exceed \$350,961; **C.** Approve Tuberculosis Fund Levy 2022 payable 2023 in an amount not to exceed \$30,000; **D.** Approve Liability Insurance Fund Levy 2022 payable 2023 in an amount not to exceed \$1,305,300; **E.** Approve Social Security Fund Levy 2022 payable 2023 in an amount not to exceed \$1,600,000; **F.** Approve Illinois Municipal Retirement Fund Levy 2022 payable 2023 in an amount not to exceed \$2,400,000; **G.** Approve County Bridge Fund Levy 2022 payable 2023 in an amount not to exceed \$500,000; **H.** Approve County Highway Fund Levy 2022 payable 2023 in an amount not to exceed \$1,500,000; **I.** Approve Extension Education Fund Levy 2022 payable 2023 in an amount not to exceed \$192,163; **J.** Approve Senior Citizen Social Services Fund Levy 2022 payable 2023 in an amount not to exceed \$363,000; **K.** Approve 708 Mental Health Fund Levy 2022 payable 2023 in an amount not to exceed \$1,024,654; **L.** Approve General Fund Levy 2022 payable 2023 in an amount not to exceed \$13,612,375; **M.** Approval of the State's Attorney Appellate Prosecutor Resolution for Fiscal Year 2023 (December 1, 2022 to November 30, 2023) and authorization of payment for services in the amount not to exceed \$36,000.00. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

**M)** A complete copy of Resolution 22-36 is available in the Office of the County Clerk.

**EXECUTIVE SESSION**

Member Gilmour made a motion to go into Executive Session for (5) the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired; (6) the setting of a price for sale or lease of property owned by the public body and (21) 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. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**OLD BUSINESS**

**Cook County Agreement**

Member Cesich moved approve the Renewal and Third Amendment to the Intergovernmental Agreement Between Kendall County, Illinois and Cook County, Illinois. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 22-49 is available in the Office of the County Clerk.

**NEW BUSINESS**

**Eldamain Road Bridge**

Member Kellogg moved to approve a Resolution Naming the Eldamain Road Bridge. Member DeBolt seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 22-37 is available in the Office of the County Clerk.

**December 6, 2022 Meeting**

Member Cesich moved to cancel the December 6, 2022 County Board Meeting. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**101 W Fox St, Yorkville Property**

Item not ready.

**STANDING COMMITTEE REPORTS**

**Finance**

**Claims**

Member Kellogg moved to approve Claims in an amount not to exceed \$2,675,224.65. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**COMBINED CLAIMS:** ADMIN \$444.50; ANML CNTRL WRDN \$913.96; CIR CT CLK \$80,088.29; CIR CRT JDG \$5,985.97; COMB CRT SVS \$5,159.04; CONTRCT SRVS \$36,602.29; CORONR \$5,579.95; CORR \$26,528.69; CNTY ADMIN \$21,233.00; CNTY BRD \$969,454.03; CNTY CLK \$2,798.77; HIGHWY \$482,177.82; TREASR \$4,352.52; DONATIONS \$12,000.00; ELECTION \$65,407.09; EMA \$17.00; FCLT MGMT \$15,648.22; FP DIR \$108.90; GIS COORD \$282.12; HLTH & HMN SRV \$137,476.51; JURY \$1,667.70; PBZ SNR PLNNR \$800.00; PBZ \$246.39; PRSD JDGE \$2,200.00; PROB SPVSR \$5,861.48; PUB DFNDR \$444.00; SHRF \$47,086.01; ST ATTY \$3,220.63; TECH \$53,248.02; TREASR \$941.83; UTIL \$17,028.10; VET \$1,518.00; FP \$304,851.11; SHF \$16,054.04; SHF \$45,272.38; JURY \$3,797.25; ELECTION JUDGE \$2,457.00; ELECTION JDG \$60,960.04; CIVIL \$235,312.00.

**Kendall Township**

Member Kellogg moved to approve an agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with Kendall Township for the amount of \$20,047. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**RECESS**

Member Cesich introduced the new Animal Control Director – Taylor Cosgrove.

**CHAIRMAN’S REPORT**

Chairman Gryder spoke about his tenure as Chairman and those he worked with throughout the years.

**OTHER BUSINESS**

Outgoing Board Members – Amy Cesich, Judy Gilmour, Scott Gryder and Robyn Vickers were honored for their service.

**ADJOURNMENT**

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

Approved and submitted this 7th day of December, 2022.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**KENDALL COUNTY BOARD  
REORGANIZATIONAL MEETING  
DECEMBER 5, 2022**

STATE OF ILLINOIS     )  
                                  )SS  
COUNTY OF KENDALL    )

The Kendall County Board Special Meeting was held at the Kendall County Office Building in the City of Yorkville on Monday, December 5, 2022 at 6:00 p.m.

**INTRODUCTIONS**

County Clerk, Debbie Gillette welcomed everyone.

**PLEDGE OF ALLEGIANCE**

**SWEARING IN OF COUNTY BOARD MEMBERS**

Hon. Stephen Krentz and Hon. John McAdams swore in the following County Board members: Mr. Zach Bachmann, Mr. Brian DeBolt, Ms. Elizabeth Flowers, Mr. Scott Gengler, Mr. Matt Kellogg, Mr. Dan Koukol, Mr. Jason Peterson, Mr. Ruben Rodriguez, Ms. Brooke Shanley, and Mr. Seth Wormley.

**ROLL CALL**

The County Clerk called the roll. Members present: Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Matt Kellogg, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley.

The County Clerk reported that a quorum was present.

**SPECIAL MODERATOR**

The County Clerk will be the Special Moderator for the elections and appointment.

County Clerk Gillette stated that the County Board's Rules of Order do not specify a specific method for nominations for each office. A motion that all the nominations for the offices to be voted upon tonight will be made from the floor would be entertained.

Member Rodriguez moved to approve that the nominations for the offices would be made from the floor. Member Gengler seconded the motion. Clerk Gillette asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**ELECTION OF COUNTY BOARD CHAIRMAN**

The Clerk opened the floor for nominations for the office of County Board Chairman.

Member Rodriguez nominated Matt Kellogg. Member Koukol seconded the nomination.

The Clerk then called the roll for Matt Kellogg for the position of County Board Chairman. All members voting aye except Member Koukol. **Motion carried 9-1.**

**ELECTION OF COUNTY BOARD VICE-CHAIRMAN**

The Clerk opened the floor for nominations for the office of County Board Vice Chairman.

Member Wormley nominated Scott Gengler. Member Rodriguez seconded the nomination.

The Clerk then called the roll for Scott Gengler for the position of County Board Vice Chairman. All members present voting aye. **Motion carried.**

**ELECTION OF FOREST PRESERVE PRESIDENT**

The Clerk opened the floor for nominations for the office of Forest Preserve President.

Member Gengler nominated Brian DeBolt. Member Kellogg seconded the nomination.

The Clerk then called the roll for Brian DeBolt for the position of Forest Preserve President. All members present voting aye. **Motion carried.**

#### **ELECTION OF FOREST PRESERVE VICE-PRESIDENT**

The Clerk opened the floor for nominations for the office of Forest Preserve Vice President.

Member Kellogg nominated Ruben Rodriguez. Member Gengler seconded the nomination.

The Clerk then called the roll for Ruben Rodriguez for the position of Forest Preserve Vice President. All members present voting aye. **Motion carried.**

#### **ELECTION OF FOREST PRESERVE SECRETARY**

The Clerk stated that on June 20, 2017 the Forest Preserve Commission approved Resolution 17-06-003 the approval of the rules of order in which the Secretary has become an appointed position. The President as soon as possible after assuming office shall appoint with the advice and consent of the commission by a majority affirmative vote of those present.

#### **APPOINTMENT OF FOREST PRESERVE TREASURER**

Member Koukol made motion to appoint the County Treasurer as the Forest Preserve Treasurer. Member Flowers seconded the motion.

The Clerk called the roll on the motion. All members present voting aye. **Motion carried.**

#### **CHAIRMAN'S COMMENTS**

Chairman Kellogg gave his thanks to board members and family for their support. Mr. Kellogg stated that he is excited to work with the board members who come from so many different backgrounds, they are going to be able to accomplish many things together working with the County staff.

#### **ADJOURNMENT**

Member Peterson moved to adjourn. Member DeBolt seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Respectfully submitted by  
Debbie Gillette  
County Clerk

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2023-\_\_

**RESOLUTION GRANTING THE KENDALL COUNTY CIRCUIT CLERK AUTHORITY TO ENTER INTO AGREEMENTS WITH HOV SERVICES, INC., AN EXELA TECHNOLOGIES, INC. COMPANY ON BEHALF OF KENDALL COUNTY, ILLINOIS**

WHEREAS, the Kendall County Circuit Clerk has negotiated with HOV Services, Inc., an Exela Technologies, Inc. Company (“Excela”) regarding the use of Excela’s scanning services; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Document Scanning Agreements attached to this Resolution as exhibits A, B, & C.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Circuit Clerk the authority, on behalf of Kendall County, to enter into the agreements, attached to this Resolution as exhibits A, B, & C with Excela.

Approved and adopted by the County Board of Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Board Chairman Signature:

Attest:

\_\_\_\_\_  
Matt Kellogg, Chairman  
County Board

\_\_\_\_\_  
Debbie Gillette  
County Clerk



**DOCUMENT SCANNING  
AGREEMENT With  
HOV Services, Inc., an Exela  
Technologies, Inc. Company**

**Bill To: Ship To:**

Customer:	<input type="text" value="KENDALL County Circuit Clerks Office"/>	Customer:	<input type="text" value="KENDALL County Circuit Clerks Office"/>
Address:	<input type="text" value="KENDALL County Courthouse&lt;br/&gt;807 W. John Street&lt;br/&gt;Yorkville, IL 60560-9249"/>	Address:	<input type="text" value="KENDALL County Courthouse&lt;br/&gt;807 W. John Street&lt;br/&gt;Yorkville, IL 60560-9249"/>
Contact:	<input type="text" value="Matthew G. Prochaska (Circuit Clerk)"/>	Contact:	<input type="text" value="Matthew G. Prochaska (Circuit Clerk)"/>
Email:	<input type="text" value="mprochaska@kendallcountyil.gov"/>	Email:	<input type="text"/>
Phone #:	<input type="text" value="(630) 553-4183"/>	Fax #:	<input type="text"/>
Current Acct. #:	<input type="text" value="4774m"/>	New Acct. #:	<input type="text"/>
		Sales Force Oppty. ID:	<input type="text" value="0182024"/>
Purchase Order Required / #:	<input type="text" value="No"/>	Invoice Out of Which Location:	<input type="text" value="Rantoul"/>

This Document Scanning Agreement, together with the attached Terms and Conditions (collectively, this "Agreement"), entered into as of the last date listed across from the signatures to this Agreement, set forth the understanding of the nature and scope of the document scanning services ("Services") that HOV Services, Inc., an Exela Technologies, Inc. company, and a Delaware corporation ("Company"), will provide to Customer (as defined above) and for which Customer will pay Company. Company will provide the following Services commencing on December 2, 2022 (the "Commencement Date") and ending either upon completion of the Services as described below, or if earlier, as provided in Section 6 of the Terms and Conditions.

**Application Details:**

- Application Name:
- Document Type and Condition:
- Document Sizes:  Sequence of Files:
- Turnaround Specs:
- Unique Qualities (Carbon Backed...):
- Additional Info:
- Will Customer Request Retrievals?

8. PROJECT SUMMARY

**Project 1.**

**KENDALL COUNTY FLAT FILES (for import into Jano Case Management System (No Film Needed))**

Case Type	Years	Inches	Boxes	Cost Per Box	Total Est.
Contempt	Contempt of Court 1996 through 2007	12	1	\$ 161.00	\$ 138.00
CH	95CH60 = 25" and 2005 through 2007	720	51	\$ 161.00	\$ 8,280.00
CF (older)	1971CF164, 2007 - 1984	330	24	\$ 216.00	\$ 5,091.43
CF	1985 - 2001	1,703	122	\$ 161.00	\$ 19,584.50
Misdemeanor	2005 through 2007	736	53	\$ 161.00	\$ 8,464.00
D (older)	75D145, 1983 through 2007	125	9	\$ 216.00	\$ 1,928.57
D	1985-2007	3,296	235	\$ 161.00	\$ 37,904.00
DUI	2004 through 2005	93	7	\$ 161.00	\$ 1,069.50
ED	1996 through 2007	56	4	\$ 161.00	\$ 644.00
F (older)	1971 through 1984	92	7	\$ 216.00	\$ 1,419.43
F	1985-2007	878	63	\$ 161.00	\$ 10,097.00
L	Law: 96L17, 00L29, & 05L69 plus 2006 through 2007	315	23	\$ 161.00	\$ 3,622.50
LM	2001 cases and 2005 through 2007	240	17	\$ 161.00	\$ 2,760.00
MR	Misc. Remedy: misc. 2001 cases and 2005 through 2007	514	37	\$ 161.00	\$ 5,911.00
OP	1996 through 2007	163	12	\$ 161.00	\$ 1,874.50
P	1990 through 2007	714	51	\$ 161.00	\$ 8,211.00
SC	2006 through 2007	280	20	\$ 161.00	\$ 3,220.00
TX	2005 through 2007 plus 90TX3 through 1995	228	16	\$ 161.00	\$ 2,622.00
<b>TOTAL ESTIMATE AMOUNTS:</b>		<b>10,495</b>	<b>750</b>		<b>\$ 122,841.43</b>

**\*Legal Size File folder with about 10.5 inches of files per box**

**ASSUMPTIONS**

**· Closed Case File Boxes, Pick up, Prep, Scan, Jano Output, and Destruction**

- Flat Files in folders
- Flat Files in folders of Closed files from 1985 to Current Date \$ 160.00 box
- Flat Files in folders of Closed files from 75-84 to Current Date \$ 216.00 box
- Output format of images into Jano
- Groups of cases with few gaps between the case numbers.
- Pricing applies to standard 15x12x12 Exela provided file storage boxes
- Legal-size folders must contain predominately letter-size documents
- Boxes must be appropriately packed. You must be able to insert a fist into the back of the box to allow for patch insertion, which we are assuming approximately 10.5" of actual legal size file folders in the box.

Note: Above numbers are estimates only. Actual amounts will vary. Exact amounts will be invoiced.

Note: No charge pickup cost if 100 boxes or more are picked up at one time.

Return of select CF Case files needing returned if needed will be billed for shipping costs is sent UPS or FED X or per mile. If a courier is required for return, the price will be \$1.75 per mile round trip for box return. TBD



9. Customer to Prep:  Explain:

10. Company to Prep:  Condition of Documents:

11. Company to Sort or Organize Documents in any way:  Provide Specifics Below:

- 12. Docket Sheet Handling:  Insert docket sheet missing target if not found  
 No target needed if docket sheet is not found
- 13. Sealed Envelope Handling:  Scan sealed envelope contents, place on "Sealed" DVD  
 Pull and return to Customer, insert sealed envelope removed target  
 Pull and return to Customer, no target needed
- 14. Exhibit Handling:  Pull and return to Customer, insert exhibit removed target  
 Pull and return to Customer, no target needed
- 15. Judges Notes Handling:  Scan judges notes, place on "Sealed" DVD and roll  
 Pull and return to Customer, insert judges notes removed target  
 Pull and return to Customer, no target needed

**Poor Quality Documents:** Company uses scan settings that provide the best possible overall quality. There may be some documents scanned with very light print or very dark paper. The final image may be missing some information due to the quality of the documents provided. When trying to make all images darker to help a few lighter documents, it is possible to lose the quality of darker documents and vice versa. Company is unable to individually enhance each image, dark or light, in a production setting.

- 16. Poor Quality Document Handling:  No special handling needed, scan under normal settings  
 Stamp poor quality documents with a poor-quality stamp

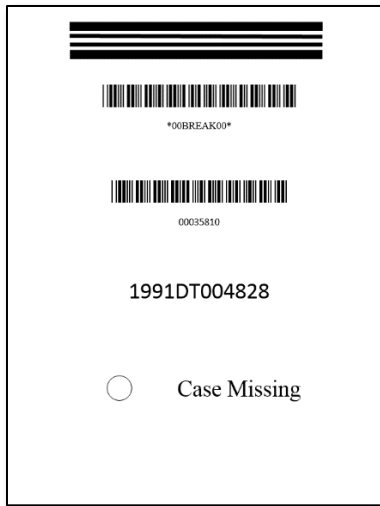
**DOCUMENTS OVER 9 INCHES WIDE:** Documents wider than 9 ½ inches cannot be cut to microfilm at 40x duplex. Documents wider than 12 inches cannot be scanned without being cut. Company will take every precaution to cut documents in a way so that Customer's document is still readable (horizontally, or if room on right or left margin vertically). If Customer instructs Company not to cut oversize documents, Company can pull them and ship them back to Customer (if so indicate below).

- 17. Oversize Documents:  Cut Oversize Documents and Scan (i.e. drawings, plans)  
 Do Not Cut Oversize Documents, Pull and Return to Customer.  
NOTE: All index books will be oversized

- 18. Any additional special instructions or services as it relates to organization, indexing, re-stapling, storage, prepping at the scanner, or anything which affects productivity?

- 19. Prior to scanning, Company will produce patches containing the case number barcode. This patch will be inserted in front of each new case. The patch image will be kept and will become the first image in the case. If a case number is missing, the patch will be marked accordingly and scanned.

Sample of patch sheet below:



**Special Microfilm Index Book Report:**

This excel file list can be included on Customer's DVD in Case Type, Year and Case number and roll and frame number which can be printed and placed in Customer's microfilm index book. This file can also be put into an IDX format for upload into a case file management system.

LIST CONTENTS: Case Number, Roll and Frame number

- YES (send index list)
- NO (I do not need a list)
  - EXCEL FORMAT (can be printed out for your microfilm index book)
  - IDX FILE FORMAT (used to upload into data system)

**Scanning Specifics:**

20. Scanning Format:  Resolution:

21. Drop Blank Backs on Byte Size:

**NOTE:** Not all blank backs will be dropped. If the byte count is set too high, backs with only a small amount of writing will be dropped. Backs of documents with bleed-through from the printing or stamps will exceed this byte count and will be kept. Images will not be viewed individually to delete these images.

22. QC of Scanned Images:

**Indexing Specifics:**

23. Indexing Information Found On:

Batch Headers

Field #	Field Name/Title	Field Length	Field Type	Capture Method
1	Case type	2	Alpha	Barcode
2	Year	4	Numeric	Barcode
3	Case Number	6	Numeric	Barcode
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.

**Note:** Data Entry will be performed with approximately 99.5% accuracy per keystroke.

**Output Specifics:**

24. Output(s) Required:

Generic DVD with Index for Jano System

25. Image Output Format:

Multiple Page PDF

26. Sample Output Structure:

SAMPLE File Structure (Sample Only)

- CF
  - 1997
    - 1997CF00001
    - 1997CF00002
    - 1997CF00003 etc.....
  - 1998
    - 1998CF00001
    - 1998CF00002
    - 1998CF00003 etc.....
- CF (Impounded or Sealed)
  - 1997
    - 1997CF00043
    - 1997CF00143
    - 1997CF00634 etc.....
  - 1998
    - 1998CF00092
    - 1998CF00343
    - 1998CF00822 etc.....

27. Specific index file output details, ASCII comma delimited. Attach sample:

28. Delivery Media:

DVD

# of Copies:

1 org. only

**Archive Film Specifics:**

29. Digital Archive Film Required:

None Required

30. Film Format:

31. Image Marks / Film Writing Required:

32. Duplicate Roll Required:  How Many Copies:
33. Brown Toning Required:
34. Cartridge Required for Original Roll:
35. Cartridge Required for Duplicate Roll(s):

**Document Disposition:**

36. After Scanning, Company is to:  Return Documents to Customer  
 Destroy Documents upon receipt of Signed Destruction Letter

Comments Regarding Destruction:

**Other Comments or Special Instructions Not Outlined Above:**

Company will deliver an invoice to Customer approximately monthly (or more frequently at Company's discretion) for Services and other charges incurred. Payment of such invoice(s) is due upon receipt. If Customer fails to pay all amounts due within thirty (30) days of the invoice date, Company may, at its option and sole discretion and in addition to any other remedies it may have at law or in equity, (i) terminate the Services, or (ii) assess a late fee in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law on the delinquent amount. If Customer objects to any charges on an invoice, the undisputed charges contained in the invoice shall be payable per the terms herein. Customer shall promptly notify Company of any disputed charges and Company and Customer will work together to expeditiously resolve the disputed amounts. In addition to the charges payable hereunder, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by Customer hereunder.

Prepared by:

**Robert Beier**

Date:

**12-01-2022**

[Click here to enter text.](#)

**Customer Approval (MUST BE SIGNED TO BEGIN WORK)**

This Agreement, including the attached Terms and Conditions, embodies the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, whether written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Accepted: HOV Services, Inc.  
2701 E. Grauwlyer, Irving, TX, 75061

By: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
NAME Date

Accepted: KENDALL County Circuit Clerks Office

By: X \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
NAME Date

**SERVICES NOT LISTED ON THIS FORM WILL NOT BE PERFORMED WITHOUT APPROVAL BY COMPANY OPERATION MANAGER**

Please review the set-up information and make any corrections necessary.

Please sign at the X the set-up at the "CUSTOMER APPROVAL" location above.

If there are any questions, please contact Rob Beier at (469) 679-3262 Email: Robert.Beier@Exelatech.com

Please Fax or Email ALL PAGES of this signed set-up attention to:

HOV Services, Inc., an Exela Technologies, Inc. Company  
Attention: Robert Beier  
Fax: (217) 893-9239  
Phone: (469) 679-3262  
Email: Robert.Beier@Exelatech.com

## TERMS AND CONDITIONS

The Services (defined on the attached Document Scanning Agreement) will be provided by HOV Services, Inc. ("Company") to Customer (as defined in the attached Document Scanning Agreement) subject to the following Terms and Conditions (these Terms and Conditions, together with the attached Document Scanning Agreement, are referred to herein as this "Agreement"):

1. **Services.** Company will provide to Customer the Services and Customer shall pay Company for such Services in accordance with this Agreement. Customer agrees to review Company's work product for errors, and agrees to notify Company promptly, and in any event within thirty (30) days after the affected work becomes available for review by Customer, if errors have occurred.
2. **Confidentiality.** (a) Company agrees to implement and maintain reasonable and appropriate security measures and safeguards designed to (i) protect the security and confidentiality of Customer data identified as confidential and provided to Company by Customer ("Customer's Confidential Data"), and (ii) prevent access to, use or disclosure of Customer's Confidential Data to persons other than those officers, employees and agents of Company to whom such access, use and disclosure is necessary or appropriate to the performance of Company's obligations and except as required by law or consented to in writing by Customer.  
(b) Should Company ever be required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, Company will promptly notify Customer both orally and in writing, unless prohibited from doing so by applicable law. Customer shall have the option to (i) provide attorneys at Customer's expense to seek to avoid such disclosure or access or (ii) advance and reimburse Company for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such disclosure or access and not paid by the entity seeking the data. If notwithstanding Customer's efforts contemplated by the prior sentence, Company is nonetheless required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, Company will not be liable as a result of any such production, disclosure or action.
3. **Rights in Data.** Company does not convey nor does Customer obtain any rights in the programs, system data, materials, or storage or other media utilized or provided by Company in the ordinary course of business in the performance of this Agreement, except that the following shall be the property of Customer: all files, data, and other input materials provided by Customer and any output materials physically delivered to Customer that are developed solely for Customer and paid for by Customer in connection with the performance of the Services, whether or not confidential or proprietary.
4. **Warranty Disclaimer.** Neither Company nor any person acting on Company's behalf has made or makes any statement, affirmation, representation or warranty to Customer, express or implied, as to the nature, extent, quality, condition, accuracy, completeness, reliability or suitability of Company's Services. In the event of any material deficiencies in the Services, Company shall, at its option (a) redo the work affected by the error or omission, without further charge to Customer; or (b) refund to Customer the charges paid to Company for the work affected by the error or omission. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Limitation of Liability.** Company's total liability to Customer or any third party for any claims, losses or damages, whether under theories of contract, negligence or other tort, statutory duty or other theories (a) shall not exceed in the aggregate the total charges to Customer hereunder for the six (6) months preceding the event for which damages are claimed and (b) in no case will Company be liable (i) for any incidental, special, indirect, consequential, punitive or exemplary damages of any kind or for any lost profits, lost opportunities, business interruption or (ii) for any liability incurred by Customer to any third party.
6. **Termination.** These Terms and Conditions shall survive any termination of this Agreement. Until Company completes the Services, the Services may only be terminated as follows: (a) by Customer effective following the expiration of at least 30 calendar days' prior written notice to Company; or (b) by Company, (i) effective following the expiration of at least 30 calendar days' prior written notice to Customer, or (ii) if Customer is not then current in payment of fees, effective following the expiration of 10 calendar days' prior written notice to Customer. Termination of the Services shall not terminate, discharge, affect or impair the rights of Company or obligations of Customer under this Agreement as of the effective date of termination or as to any matter other than termination of Services. Customer shall pay all outstanding invoices prior to Customer's providing any notice of termination of Services to Company. Company will continue to provide the Services during the period after notice of termination and prior to the effective date of termination and Customer shall pay for all such Services.
7. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Company or Customer, as applicable, at the address set forth in the Document Scanning Agreement (or such other address subsequently provided for such notice) and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
8. **Force Majeure.** To the extent performance by Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law regulation or ordinance, war or war conditions, act of terrorists or by reason of any other matter beyond Company's reasonable control, then such performance shall be excused and this Agreement, at Company's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
9. **Validity of Provisions, Severability.** If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (b) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not impact the meaning of this Agreement.
10. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.
11. **Jurisdiction, Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws principles and the parties hereto (a) agree that any legal action or proceeding arising under this engagement letter shall be brought in the State or Federal Court in Dallas, County, Texas, (b) irrevocably submit to the jurisdiction of such Court, (c) agree not to assert any claim or defense that they are not subject to the jurisdiction of such Court, that any such forum is not convenient or the venue thereof is improper, or that this Agreement or the subject matter hereof may not be enforced in such Court, (d) agree to accept service of process by certified or registered mail or by any other method authorized by law; and (e) the prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled to seek, in addition to any other rights and remedies it may have, reimbursement for its expenses incurred in connection therewith, including court costs and reasonable attorneys' fees.



CIRCUIT CLERKS RETRIEVAL REQUEST FORM  
 Fax to 217-893-9239  
 Email to [Retrievals@exelaonline.com](mailto:Retrievals@exelaonline.com)

COUNTY NAME:	<i><b>KENDALL COUNTY CIRCUIT CLERKS OFFICE</b></i>
REQUESTORS NAME:	
REQUESTORS PHONE # :	
REQUESTORS FAX # :	
REQUESTORS E-MAIL ADDRESS:	
DATE & TIME OF REQUEST:	

Please fill in any applicable information:

Year	Case Type	Case Number	Plaintiff or Defendant Name

Any special need or comments concerning above retrieval:	
--	--

For questions please call 217-305-6670



**DOCUMENT SCANNING  
AGREEMENT With  
HOV Services, Inc., an Exela  
Technologies, Inc. Company**

**Bill To: Ship To:**

<b>Customer:</b>	<input type="text" value="KENDALL County Circuit Clerks Office"/>	<b>Customer:</b>	<input type="text" value="KENDALL County Circuit Clerks Office"/>
<b>Address:</b>	<input type="text" value="KENDALL County Courthouse&lt;br/&gt;807 W. John Street&lt;br/&gt;Yorkville, IL 60560-9249"/>	<b>Address:</b>	<input type="text" value="KENDALL County Courthouse&lt;br/&gt;807 W. John Street&lt;br/&gt;Yorkville, IL 60560-9249"/>
<b>Contact:</b>	<input type="text" value="Matthew G. Prochaska (Circuit Clerk)"/>	<b>Contact:</b>	<input type="text" value="Matthew G. Prochaska (Circuit Clerk)"/>
<b>Email:</b>	<input type="text" value="mprochaska@kendallcountyil.gov"/>	<b>Email:</b>	<input type="text"/>
<b>Phone #:</b>	<input type="text" value="(630) 553-4183"/>	<b>Fax #:</b>	<input type="text"/>
<b>Phone #:</b>	<input type="text"/>	<b>Fax #:</b>	<input type="text"/>
<b>Current Acct. #:</b>	<input type="text" value="4774m"/>	<b>New Acct. #:</b>	<input type="text"/>
		<b>Sales Force Oppty. ID:</b>	<input type="text" value="0185944"/>
<b>Purchase Order Required / #:</b>	<input type="text" value="No"/>	<b>Invoice Out of Which Location:</b>	<input type="text" value="Rantoul"/>

This Document Scanning Agreement, together with the attached Terms and Conditions (collectively, this "Agreement"), entered into as of the last date listed across from the signatures to this Agreement, set forth the understanding of the nature and scope of the document scanning services ("Services") that HOV Services, Inc., an Exela Technologies, Inc. company, and a Delaware corporation ("Company"), will provide to Customer (as defined above) and for which Customer will pay Company. Company will provide the following Services commencing on December 2, 2022 (the "Commencement Date") and ending either upon completion of the Services as described below, or if earlier, as provided in Section 6 of the Terms and Conditions.

**Application Details:**

- Application Name:
- Document Type and Condition:
- Document Sizes:  Sequence of Files:
- Turnaround Specs:
- Unique Qualities (Carbon Backed...):
- Additional Info:
- Will Customer Request Retrievals?



8. PROJECT SUMMARY

**Project 2.**

**Kendall County Book Scanning**

**Proposed Pricing for 53 Index Books @ 460 Estimated Pages Per Book**

Task	Count	per	Rate	Total
Book Scan at 300 dpi b/w (Arhive microfilm and duplicate included)	24,380	Images	\$ 0.7300	\$ 17,797.40
<b>ESTIMATING 53 books @ Estimated 460 images per book</b>				
Optional Pricing	Count	Per	Rate	Total
Porable Hard Drive		Drive	\$ 100.00	\$100.00
Post Scan Storage Per Month > 60 Days		Box	\$ 5.00	
Any additional prep such as bursting computer print outs		Hour	\$ 25.00	
Retrievals During Production		Hour	\$ 30.00	
Round Trip Rantoul to Yorkville Illinois (if delivered back 2 round trips)	2	Trip	\$ 500.00	\$1,000.000
<b>Total Estimate:</b>				<b>\$18,897.40</b>

**Pricing Assumptions:**

Documents will be couriered to the Rantoul IL facility for conversion.
Any return shipping will be billed back to Customer.
Customer to provide a manifest per shipment. Manifest will be verified upon receipt in Rantoul. Customer will be notified of any discrepancies.
Scanning in 300 dpi b/w. and (Arhive microfilm and duplicate included)
Paper to Image quality audit is not industry standard and is not included in price.
Delivered in multi-page PDF format. PDF will be bookmarked similar to the physical book.
Retrievals during production are billed at \$30.00 hour. Each retrieval request will have a 15 minute minimum charge. Retrievals will be scanned and returned as PDF via SFTP.
Scan quality is assessed at 98% accuracy assuming the original document is of good quality with no light or non-readable text. The proof of concept will set the expectation of the scanning quality.
Projected timeline is 2 months from contract signing and Poof of Concept QC approval.
<b>Project minimum billing is \$10,000.</b>

Note: Above numbers are estimates only. Actual amounts will vary. Exact amounts will be invoiced.

9. Customer to Prep:  Explain:

10. Company to Prep:  Condition of Documents:

11. Company to Sort or Organize Documents in any way:  Provide Specifics Below:

12. Docket Sheet Handling:  Insert docket sheet missing target if not found  
 No target needed if docket sheet is not found

- 13. Sealed Envelope Handling:
  - Scan sealed envelope contents, place on "Sealed" DVD
  - Pull and return to Customer, insert sealed envelope removed target
  - Pull and return to Customer, no target needed
- 14. Exhibit Handling:
  - Pull and return to Customer, insert exhibit removed target
  - Pull and return to Customer, no target needed
- 15. Judges Notes Handling:
  - Scan judges notes, place on "Sealed" DVD and roll
  - Pull and return to Customer, insert judges notes removed target
  - Pull and return to Customer, no target needed

**Poor Quality Documents:** Company uses scan settings that provide the best possible overall quality. There may be some documents scanned with very light print or very dark paper. The final image may be missing some information due to the quality of the documents provided. When trying to make all images darker to help a few lighter documents, it is possible to lose the quality of darker documents and vice versa. Company is unable to individually enhance each image, dark or light, in a production setting.

- 16. Poor Quality Document Handling:
  - No special handling needed, scan under normal settings
  - Stamp poor quality documents with a poor-quality stamp

**DOCUMENTS OVER 9 INCHES WIDE:** Documents wider than 9 ½ inches cannot be cut to microfilm at 40x duplex. Documents wider than 12 inches cannot be scanned without being cut. Company will take every precaution to cut documents in a way so that Customer's document is still readable (horizontally, or if room on right or left margin vertically). If Customer instructs Company not to cut oversize documents, Company can pull them and ship them back to Customer (if so indicate below).

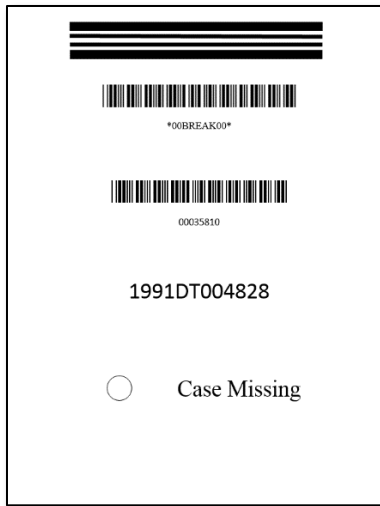
- 17. Oversize Documents:
  - Cut Oversize Documents and Scan (i.e. drawings, plans)
  - Do Not Cut Oversize Documents, Pull and Return to Customer.

NOTE: All index books will be oversized
- 18. Any additional special instructions or services as it relates to organization, indexing, re-stapling, storage, prepping at the scanner, or anything which affects productivity?

Click here to enter text.

- 19. Prior to scanning, Company will produce patches containing the case number barcode. This patch will be inserted in front of each new case. The patch image will be kept and will become the first image in the case. If a case number is missing, the patch will be marked accordingly and scanned.

Sample of patch sheet below:



**Special Microfilm Index Book Report:**

This excel file list can be included on Customer's DVD in Case Type, Year and Case number and roll and frame number which can be printed and placed in Customer's microfilm index book. This file can also be put into an IDX format for upload into a case file management system.

LIST CONTENTS: Case Number, Roll and Frame number

- YES (send index list)
- NO (I do not need a list)
  - EXCEL FORMAT (can be printed out for your microfilm index book)
  - IDX FILE FORMAT (used to upload into data system)

**Scanning Specifics:**

20. Scanning Format:  Resolution:

21. Drop Blank Backs on Byte Size:

**NOTE:** Not all blank backs will be dropped. If the byte count is set too high, backs with only a small amount of writing will be dropped. Backs of documents with bleed-through from the printing or stamps will exceed this byte count and will be kept. Images will not be viewed individually to delete these images.

22. QC of Scanned Images:

**Indexing Specifics:**

23. Indexing Information Found On:

To be provided by Kendall County Team

Field #	Field Name/Title	Field Length	Field Type	Capture Method
1	Book Name with Date and Volume	TBD	Alpha	Barcode
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.

**Note:** Data Entry will be performed with approximately 99.5% accuracy per keystroke.

**Output Specifics:**

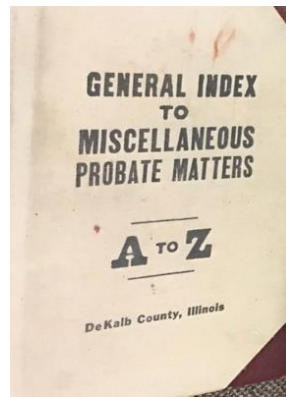
24. Output(s) Required:

Images will be placed on a fully labeled DVD's (original and duplicate) or one portable hard drive for image delivery.

25. Image Output Format:

Multiple Page PDF

26. Sample Output Structure:



\*EXAMPLE:

General Index to Miscellaneous Probate Matters 1956 thru 1970  
 Index Section (if needed or there)  
 (Hyperlink to this above section)  
 A – Z Section (hyperlink to this section below)  
 A (hyperlink to this section)  
 B (hyperlink to this section)

27. Specific index file output details, ASCII comma delimited. Attach sample:

28. Delivery Media:

DVD

# of Copies:

1 Original and 1 Duplicate

**Archive Film Specifics:**

29. Digital Archive Film Required:

Yes, Specs Below

30. Film Format:
31. Image Marks / Film Writing Required:
32. Duplicate Roll Required:  How Many Copies:
33. Brown Toning Required:
34. Cartridge Required for Original Roll:
35. Cartridge Required for Duplicate Roll(s):

**Document Disposition:**

36. After Scanning, Company is to:  Return Documents to Customer  
 Destroy Documents upon receipt of Signed Destruction Letter

Comments Regarding Destruction:

**Other Comments or Special Instructions Not Outlined Above:**

Book Scanning

Before scanning books, Kendall County will need to provide the name and dates for each book to be scanned.

Consistency is recommended to keep the books sorted correctly for easy retrieval once books are scanned. Books will sort by name. It is important that Kendall will supply the correct name for each book.

Before scanning, Exela will prepare each book to be scanned. Books that are not bound will be taken apart. Exela will scan court book pages at 300 dpi, utilizing a high-quality, large-format scanner for optimal imaging quality output.

Blank pages will not be scanned. During scanning, each page must be scanned, cropped, and straightened. Documents will be scanned in a simplex mode in black as bi-tonal images. Images will be viewed during the scanning process to ensure the quality of imaging. Note that some books are computer printouts and would need additional document preparation to burst pages within books.

Images will be placed on a fully labeled DVD's (original and duplicate) or one portable hard drive for image delivery. Exela will output images into a PDF book format with appropriate PDF hyperlinks to section breaks, A thru Z tab links, and page numbering links. Each PDF book will be named by the actual book name with dates and volume names or numbers. Books can be downloaded from the DVDs or portable hard drive onto the user's PCs or on a file server for everyone to view. All books will also be placed onto Archive Microfilm for long-term storage. Note: some books may require a different method to the example below. For these books, we will put together the best possible process of hyperlinks.

Company will deliver an invoice to Customer approximately monthly (or more frequently at Company's discretion) for Services and other charges incurred. Payment of such invoice(s) is due upon receipt. If Customer fails to pay all amounts due within thirty (30) days of the invoice date, Company may, at its option and sole discretion and in addition to any other remedies it may have at law or in equity, (i) terminate the Services, or (ii) assess a late fee in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law on the delinquent amount. If Customer objects to any charges on an invoice, the undisputed charges contained in the invoice shall be payable per the terms herein. Customer shall promptly notify Company of any disputed charges and Company and Customer will work together to expeditiously resolve the disputed amounts. In addition to the charges payable hereunder, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by Customer hereunder.

Prepared by:

**Robert Beier**

Date:

**12-01-2022**

[Click here to enter text.](#)

**Customer Approval (MUST BE SIGNED TO BEGIN WORK)**

This Agreement, including the attached Terms and Conditions, embodies the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, whether written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Accepted: HOV Services, Inc.  
2701 E. Grauwlyer, Irving, TX, 75061

By: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
NAME Date

Accepted: KENDALL County Circuit Clerks Office

By: X \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
NAME Date

**SERVICES NOT LISTED ON THIS FORM WILL NOT BE PERFORMED WITHOUT APPROVAL BY COMPANY OPERATION MANAGER**

Please review the set-up information and make any corrections necessary.

Please sign at the X the set-up at the "CUSTOMER APPROVAL" location above.

If there are any questions, please contact Rob Beier at (469) 679-3262 Email: Robert.Beier@Exelatech.com

Please Fax or Email ALL PAGES of this signed set-up attention to:

HOV Services, Inc., an Exela Technologies, Inc. Company  
Attention: Robert Beier  
Fax: (217) 893-9239  
Phone: (469) 679-3262  
Email: Robert.Beier@Exelatech.com

## TERMS AND CONDITIONS

The Services (defined on the attached Document Scanning Agreement) will be provided by HOV Services, Inc. ("Company") to Customer (as defined in the attached Document Scanning Agreement) subject to the following Terms and Conditions (these Terms and Conditions, together with the attached Document Scanning Agreement, are referred to herein as this "Agreement"):

1. **Services.** Company will provide to Customer the Services and Customer shall pay Company for such Services in accordance with this Agreement. Customer agrees to review Company's work product for errors, and agrees to notify Company promptly, and in any event within thirty (30) days after the affected work becomes available for review by Customer, if errors have occurred.
2. **Confidentiality.** (a) Company agrees to implement and maintain reasonable and appropriate security measures and safeguards designed to (i) protect the security and confidentiality of Customer data identified as confidential and provided to Company by Customer ("Customer's Confidential Data"), and (ii) prevent access to, use or disclosure of Customer's Confidential Data to persons other than those officers, employees and agents of Company to whom such access, use and disclosure is necessary or appropriate to the performance of Company's obligations and except as required by law or consented to in writing by Customer.  
(b) Should Company ever be required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, Company will promptly notify Customer both orally and in writing, unless prohibited from doing so by applicable law. Customer shall have the option to (i) provide attorneys at Customer's expense to seek to avoid such disclosure or access or (ii) advance and reimburse Company for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such disclosure or access and not paid by the entity seeking the data. If notwithstanding Customer's efforts contemplated by the prior sentence, Company is nonetheless required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, Company will not be liable as a result of any such production, disclosure or action.
3. **Rights in Data.** Company does not convey nor does Customer obtain any rights in the programs, system data, materials, or storage or other media utilized or provided by Company in the ordinary course of business in the performance of this Agreement, except that the following shall be the property of Customer: all files, data, and other input materials provided by Customer and any output materials physically delivered to Customer that are developed solely for Customer and paid for by Customer in connection with the performance of the Services, whether or not confidential or proprietary.
4. **Warranty Disclaimer.** Neither Company nor any person acting on Company's behalf has made or makes any statement, affirmation, representation or warranty to Customer, express or implied, as to the nature, extent, quality, condition, accuracy, completeness, reliability or suitability of Company's Services. In the event of any material deficiencies in the Services, Company shall, at its option (a) redo the work affected by the error or omission, without further charge to Customer; or (b) refund to Customer the charges paid to Company for the work affected by the error or omission. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Limitation of Liability.** Company's total liability to Customer or any third party for any claims, losses or damages, whether under theories of contract, negligence or other tort, statutory duty or other theories (a) shall not exceed in the aggregate the total charges to Customer hereunder for the six (6) months preceding the event for which damages are claimed and (b) in no case will Company be liable (i) for any incidental, special, indirect, consequential, punitive or exemplary damages of any kind or for any lost profits, lost opportunities, business interruption or (ii) for any liability incurred by Customer to any third party.
6. **Termination.** These Terms and Conditions shall survive any termination of this Agreement. Until Company completes the Services, the Services may only be terminated as follows: (a) by Customer effective following the expiration of at least 30 calendar days' prior written notice to Company; or (b) by Company, (i) effective following the expiration of at least 30 calendar days' prior written notice to Customer, or (ii) if Customer is not then current in payment of fees, effective following the expiration of 10 calendar days' prior written notice to Customer. Termination of the Services shall not terminate, discharge, affect or impair the rights of Company or obligations of Customer under this Agreement as of the effective date of termination or as to any matter other than termination of Services. Customer shall pay all outstanding invoices prior to Customer's providing any notice of termination of Services to Company. Company will continue to provide the Services during the period after notice of termination and prior to the effective date of termination and Customer shall pay for all such Services.
7. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Company or Customer, as applicable, at the address set forth in the Document Scanning Agreement (or such other address subsequently provided for such notice) and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
8. **Force Majeure.** To the extent performance by Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law regulation or ordinance, war or war conditions, act of terrorists or by reason of any other matter beyond Company's reasonable control, then such performance shall be excused and this Agreement, at Company's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
9. **Validity of Provisions, Severability.** If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (b) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not impact the meaning of this Agreement.
10. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.
11. **Jurisdiction, Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws principles and the parties hereto (a) agree that any legal action or proceeding arising under this engagement letter shall be brought in the State or Federal Court in Dallas, County, Texas, (b) irrevocably submit to the jurisdiction of such Court, (c) agree not to assert any claim or defense that they are not subject to the jurisdiction of such Court, that any such forum is not convenient or the venue thereof is improper, or that this Agreement or the subject matter hereof may not be enforced in such Court, (d) agree to accept service of process by certified or registered mail or by any other method authorized by law; and (e) the prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled to seek, in addition to any other rights and remedies it may have, reimbursement for its expenses incurred in connection therewith, including court costs and reasonable attorneys' fees.



CIRCUIT CLERKS RETRIEVAL REQUEST FORM

Fax to 217-893-9239

Email to [Retrievals@exelaonline.com](mailto:Retrievals@exelaonline.com)

COUNTY NAME:	<i>KENDALL COUNTY CIRCUIT CLERKS OFFICE</i>
REQUESTORS NAME:	
REQUESTORS PHONE # :	
REQUESTORS FAX # :	
REQUESTORS E-MAIL ADDRESS:	
DATE & TIME OF REQUEST:	

Please fill in any applicable information:

Year	Case Type	Case Number	Plaintiff or Defendant Name

Any special need or comments concerning above retrieval:	
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For questions please call 217-305-6670





DOCUMENT SCANNING AGREEMENT With HOV Services, Inc., an Exela Technologies, Inc. Company

Bill To: Ship To: Customer: KENDALL County Circuit Clerks Office Address: KENDALL County Courthouse 807 W. John Street Yorkville, IL 60560-9249 Contact: Matthew G. Prochaska (Circuit Clerk) Email: mprochaska@kendallcountyil.gov Phone #: (630) 553-4183 Fax #: Current Acct. #: 04774M New Acct. #: Sales Force Oppty. ID: 0187289 Purchase Order Required / #: No Invoice Out of Which Location: Rantoul

This Document Scanning Agreement, together with the attached Terms and Conditions (collectively, this "Agreement"), entered into as of the last date listed across from the signatures to this Agreement, set forth the understanding of the nature and scope of the document scanning services ("Services") that HOV Services, Inc., an Exela Technologies, Inc. company, and a Delaware corporation ("Company"), will provide to Customer (as defined above) and for which Customer will pay Company. Company will provide the following Services commencing on December 2, 2022 (the "Commencement Date") and ending either upon completion of the Services as described below, or if earlier, as provided in Section 6 of the Terms and Conditions.

1. Application Name: Kendall County Circuit Clerks Office - Late 1800's TRI FOLDED CASE FILES Project 3
2. Document Type and Condition: Good to Poor
3. Document Sizes: Mixed Sequence of Files:
4. Turnaround Specs: 20 to 24 weeks
5. Unique Qualities (Carbon Backed...):
6. Additional Info: Click here to enter text.
7. Will Customer Request Retrievals? Retrieval Requests are Probable

8. PROJECT SUMMARY

**Project 3.**  
**Late 1800's TRI FOLDED CASE FILES**

<b>ASSUMPTIONS: 476 metal drawers of late 1800's Old Tri Fold Documts (Images and Microfilm)</b>			<b>Qty Estimate</b>
5,712 Total Estimated Inches (476 Drawers @ 12" drawers)			5,712
Estimated images per inch			85
Estimated total Images			485,520
Estimated custom case barcode sheets (48 estimated images per case separation bar code)			6,689
Estimated Images prepped per hour			250
Estimated <b>Boxes</b> to pick up (476 metal drawers)			809
<b>ESTIMATED COSTS:</b>			
	<b>Price</b>	<b>Quantity</b>	<b>Total Cost</b>
Cost per image (includes scan, archive film, film duplicate, and destruction)	\$ 0.0810	485,520	\$ 39,327.12
Cost per case separation target (bar code sheet with case number)	\$ 0.0330	6,689	\$ 220.74
Cost per hour prepped	\$ 25.00	1,942	\$ 48,552.00
Cost per keystroke (TBD only if needed) Bar codes numbers by in case number order	\$ 0.0109	-	
NO DVD NEEDED. (Portable Rotated Hard Dirve)	\$ 35.0000	-	\$ -
NO DVD NEEDED. (Portable Rotated Hard Dirve)	\$ 25.0000	-	\$ -
<b>Estimated Project Cost</b>			<b>\$ 88,099.86</b>
<b>OTHER COSTS:</b>			
	<b>Price</b>	<b>Per</b>	
Commercial Shipping (FedEx, UPS, etc.) To Send film and DVDs to Customer	At Cost		
Retrieval per hour to look up files	\$ 30.00		Hour
Retrieval per page photocopying	\$ 0.055		Page
Organization of boxes if not clearly labeled	\$ 25.00		Hour
Storage of boxes if customer has not approved destruction after 90 days	\$ 5.00		Box per Month
Note: Above numbers are estimates only. Actual amounts will vary. Actual amounts will be invoiced.			
Note: Minimum project pricing \$ 5,000.00.			

**Pricing Assumptions:**

Documents will be shipped to an HOV Services facility for conversion.
Any return shipping will be billed back to Customer.
Scan per image price includes Scan, DAW Microfilm, Destruction
Document prep consists of removal of staples and fasteners and inserting of patch sheet separator. This prep is considered medium level prepping. Reordering or validation of documents or cases will not be completed.
Scanning in 300 dpi b/w- : Backsides will be dropped at a tested DPI threshold. Some backs that have bleed through etc... will remain in the collection due to the byte count. Manual back deletion is not performed as a standard task. Documents may need to be captured upside down or out of correct reading orientation due to tatered/glued edges to jam in the scanners. Manual orientation is not performed as a standard task. Since County documents are processed to film, we cannot use auto orientation on those collections.
Scan quality is assessed at 99% accuracy assuming the original document is of good quality with no light or non readable text. The proof of concept will set the expectation of the scanning quality.
Paper to Image quality audit is not industry standard and is not included in price.
Case number will be indexed with single pass keying assuming text is typed or clearly legible at 95% accuracy.
Delivered in multi page PDF format
All pages are 8.5 X 14 or smaller
Images will be delivered on DVD or Portable Hard Drive
Retrievals during production are billed at \$30.00 hour. Each retrieval request will have a 15 minute minimum charge. Retrievals will be scanned and returned as PDF via SFTP.
Projected timeline is 5 months from contract signing and POC approval.
Project Minimum Billing is \$5,000.

Note: Above numbers are estimates only. Actual amounts will vary. Exact amounts will be invoiced.

9. Customer to Prep:  Explain:

10. Company to Prep:  Condition of Documents:

11. Company to Sort or Organize Documents in any way:  Provide Specifics Below:

- 12. Docket Sheet Handling:  Insert docket sheet missing target if not found  
 No target needed if docket sheet is not found
- 13. Sealed Envelope Handling:  Scan sealed envelope contents, place on "Sealed" DVD  
 Pull and return to Customer, insert sealed envelope removed target  
 Pull and return to Customer, no target needed
- 14. Exhibit Handling:  Pull and return to Customer, insert exhibit removed target  
 Pull and return to Customer, no target needed
- 15. Judges Notes Handling:  Scan judges notes, place on "Sealed" DVD and roll  
 Pull and return to Customer, insert judges notes removed target  
 Pull and return to Customer, no target needed

**Poor Quality Documents:** Company uses scan settings that provide the best possible overall quality. There may be some documents scanned with very light print or very dark paper. The final image may be missing some information due to the quality of the documents provided. When trying to make all images darker to help a few lighter documents, it is possible to lose the quality of darker documents and vice versa. Company is unable to individually enhance each image, dark or light, in a production setting.

- 16. Poor Quality Document Handling:  No special handling needed, scan under normal settings  
 Stamp poor quality documents with a poor-quality stamp

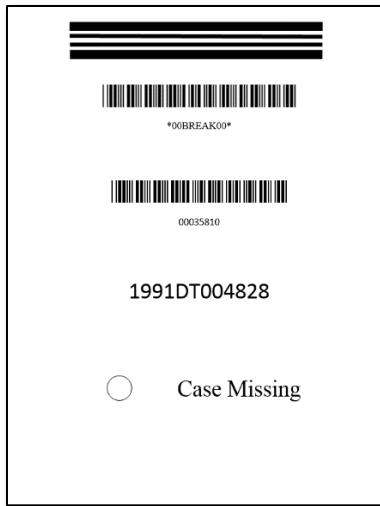
**DOCUMENTS OVER 9 INCHES WIDE:** Documents wider than 9 ½ inches cannot be cut to microfilm at 40x duplex. Documents wider than 12 inches cannot be scanned without being cut. Company will take every precaution to cut documents in a way so that Customer's document is still readable (horizontally, or if room on right or left margin vertically). If Customer instructs Company not to cut oversize documents, Company can pull them and ship them back to Customer (if so indicate below).

- 17. Oversize Documents:  Cut Oversize Documents and Scan (i.e. drawings, plans)  
 Do Not Cut Oversize Documents, Pull and Return to Customer.  
NOTE: All index books will be oversized

- 18. Any additional special instructions or services as it relates to organization, indexing, re-stapling, storage, prepping at the scanner, or anything which affects productivity?

- 19. Prior to scanning, Company will produce patches containing the case number barcode. This patch will be inserted in front of each new case. The patch image will be kept and will become the first image in the case. If a case number is missing, the patch will be marked accordingly and scanned.

Sample of patch sheet below:



**Special Microfilm Index Book Report:**

This excel file list can be included on Customer’s DVD in Case Type, Year and Case number and roll and frame number which can be printed and placed in Customer’s microfilm index book. This file can also be put into an IDX format for upload into a case file management system.

LIST CONTENTS: Case Number, Roll and Frame number

- YES (send index list)
- NO (I do not need a list)
  - EXCEL FORMAT (can be printed out for your microfilm index book)
  - IDX FILE FORMAT (used to upload into data system)

**Scanning Specifics:**

20. Scanning Format:  Resolution:

21. Drop Blank Backs on Byte Size:

**NOTE:** Not all blank backs will be dropped. If the byte count is set too high, backs with only a small amount of writing will be dropped. Backs of documents with bleed-through from the printing or stamps will exceed this byte count and will be kept. Images will not be viewed individually to delete these images.

22. QC of Scanned Images:

**Indexing Specifics:**

23. Indexing Information Found On:

Field #	Field Name/Title	Field Length	Field Type	Capture Method
1	Case Number	TBD	Alpha-Numeric	Single Key
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.
			Choose an item.	Choose an item.

**Note:** Data Entry will be performed with approximately 99.5% accuracy per keystroke.

**Output Specifics:**

- 24. Output(s) Required:
- 25. Image Output Format:
- 26. Sample Output Structure:
- 27. Specific index file output details, ASCII comma delimited. Attach sample:
- 28. Delivery Media:  # of Copies:

**Archive Film Specifics:**

- 29. Digital Archive Film Required:
- 30. Film Format:
- 31. Image Marks / Film Writing Required:
- 32. Duplicate Roll Required:  How Many Copies:
- 33. Brown Toning Required:
- 34. Cartridge Required for Original Roll:
- 35. Cartridge Required for Duplicate Roll(s):

**Document Disposition:**

- 36. After Scanning, Company is to:  Return Documents to Customer  
 Destroy Documents upon receipt of Signed Destruction Letter
- Comments Regarding Destruction:

**Other Comments or Special Instructions Not Outlined Above:**

Company will deliver an invoice to Customer approximately monthly (or more frequently at Company's discretion) for Services and other charges incurred. Payment of such invoice(s) is due upon receipt. If Customer fails to pay all amounts due within thirty (30) days of the invoice date, Company may, at its option and sole discretion and in addition to any other remedies it may have at law or in equity, (i) terminate the Services, or (ii) assess a late fee in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law on the delinquent amount. If Customer objects to any charges on an invoice, the undisputed charges contained in the invoice shall be payable per the terms herein. Customer shall promptly notify Company of any disputed charges and Company and Customer will work together to expeditiously resolve the disputed amounts. In addition to the charges payable hereunder, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by Customer hereunder.

Prepared by:

**Robert Beier**

Date:

**12-01-2022**

[Click here to enter text.](#)

**Customer Approval (MUST BE SIGNED TO BEGIN WORK)**

This Agreement, including the attached Terms and Conditions, embodies the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, whether written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Accepted: HOV Services, Inc.  
2701 E. Grauwlyer, Irving, TX, 75061

By: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
NAME Date

Accepted: KENDALL County Circuit Clerks Office

By: X \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
NAME Date

**SERVICES NOT LISTED ON THIS FORM WILL NOT BE PERFORMED WITHOUT APPROVAL BY COMPANY OPERATION MANAGER**

Please review the set-up information and make any corrections necessary.

Please sign at the X the set-up at the "CUSTOMER APPROVAL" location above.

If there are any questions, please contact Rob Beier at (469) 679-3262 Email: Robert.Beier@Exelatech.com

Please Fax or Email ALL PAGES of this signed set-up attention to:

HOV Services, Inc., an Exela Technologies, Inc. Company  
Attention: Robert Beier  
Fax: (217) 893-9239  
Phone: (469) 679-3262  
Email: Robert.Beier@Exelatech.com

## TERMS AND CONDITIONS

The Services (defined on the attached Document Scanning Agreement) will be provided by HOV Services, Inc. ("Company") to Customer (as defined in the attached Document Scanning Agreement) subject to the following Terms and Conditions (these Terms and Conditions, together with the attached Document Scanning Agreement, are referred to herein as this "Agreement"):

1. **Services.** Company will provide to Customer the Services and Customer shall pay Company for such Services in accordance with this Agreement. Customer agrees to review Company's work product for errors, and agrees to notify Company promptly, and in any event within thirty (30) days after the affected work becomes available for review by Customer, if errors have occurred.
2. **Confidentiality.** (a) Company agrees to implement and maintain reasonable and appropriate security measures and safeguards designed to (i) protect the security and confidentiality of Customer data identified as confidential and provided to Company by Customer ("Customer's Confidential Data"), and (ii) prevent access to, use or disclosure of Customer's Confidential Data to persons other than those officers, employees and agents of Company to whom such access, use and disclosure is necessary or appropriate to the performance of Company's obligations and except as required by law or consented to in writing by Customer.  
(b) Should Company ever be required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, Company will promptly notify Customer both orally and in writing, unless prohibited from doing so by applicable law. Customer shall have the option to (i) provide attorneys at Customer's expense to seek to avoid such disclosure or access or (ii) advance and reimburse Company for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such disclosure or access and not paid by the entity seeking the data. If notwithstanding Customer's efforts contemplated by the prior sentence, Company is nonetheless required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, Company will not be liable as a result of any such production, disclosure or action.
3. **Rights in Data.** Company does not convey nor does Customer obtain any rights in the programs, system data, materials, or storage or other media utilized or provided by Company in the ordinary course of business in the performance of this Agreement, except that the following shall be the property of Customer: all files, data, and other input materials provided by Customer and any output materials physically delivered to Customer that are developed solely for Customer and paid for by Customer in connection with the performance of the Services, whether or not confidential or proprietary.
4. **Warranty Disclaimer.** Neither Company nor any person acting on Company's behalf has made or makes any statement, affirmation, representation or warranty to Customer, express or implied, as to the nature, extent, quality, condition, accuracy, completeness, reliability or suitability of Company's Services. In the event of any material deficiencies in the Services, Company shall, at its option (a) redo the work affected by the error or omission, without further charge to Customer; or (b) refund to Customer the charges paid to Company for the work affected by the error or omission. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Limitation of Liability.** Company's total liability to Customer or any third party for any claims, losses or damages, whether under theories of contract, negligence or other tort, statutory duty or other theories (a) shall not exceed in the aggregate the total charges to Customer hereunder for the six (6) months preceding the event for which damages are claimed and (b) in no case will Company be liable (i) for any incidental, special, indirect, consequential, punitive or exemplary damages of any kind or for any lost profits, lost opportunities, business interruption or (ii) for any liability incurred by Customer to any third party.
6. **Termination.** These Terms and Conditions shall survive any termination of this Agreement. Until Company completes the Services, the Services may only be terminated as follows: (a) by Customer effective following the expiration of at least 30 calendar days' prior written notice to Company; or (b) by Company, (i) effective following the expiration of at least 30 calendar days' prior written notice to Customer, or (ii) if Customer is not then current in payment of fees, effective following the expiration of 10 calendar days' prior written notice to Customer. Termination of the Services shall not terminate, discharge, affect or impair the rights of Company or obligations of Customer under this Agreement as of the effective date of termination or as to any matter other than termination of Services. Customer shall pay all outstanding invoices prior to Customer's providing any notice of termination of Services to Company. Company will continue to provide the Services during the period after notice of termination and prior to the effective date of termination and Customer shall pay for all such Services.
7. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Company or Customer, as applicable, at the address set forth in the Document Scanning Agreement (or such other address subsequently provided for such notice) and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
8. **Force Majeure.** To the extent performance by Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law regulation or ordinance, war or war conditions, act of terrorists or by reason of any other matter beyond Company's reasonable control, then such performance shall be excused and this Agreement, at Company's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
9. **Validity of Provisions, Severability.** If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (b) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not impact the meaning of this Agreement.
10. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.
11. **Jurisdiction, Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws principles and the parties hereto (a) agree that any legal action or proceeding arising under this engagement letter shall be brought in the State or Federal Court in Dallas, County, Texas, (b) irrevocably submit to the jurisdiction of such Court, (c) agree not to assert any claim or defense that they are not subject to the jurisdiction of such Court, that any such forum is not convenient or the venue thereof is improper, or that this Agreement or the subject matter hereof may not be enforced in such Court, (d) agree to accept service of process by certified or registered mail or by any other method authorized by law; and (e) the prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled to seek, in addition to any other rights and remedies it may have, reimbursement for its expenses incurred in connection therewith, including court costs and reasonable attorneys' fees.



CIRCUIT CLERKS RETRIEVAL REQUEST FORM

Fax to 217-893-9239

Email to [Retrievals@exelaonline.com](mailto:Retrievals@exelaonline.com)

COUNTY NAME:	<i>KENDALL COUNTY CIRCUIT CLERKS OFFICE</i>
REQUESTORS NAME:	
REQUESTORS PHONE # :	
REQUESTORS FAX # :	
REQUESTORS E-MAIL ADDRESS:	
DATE & TIME OF REQUEST:	

Please fill in any applicable information:

Year	Case Type	Case Number	Plaintiff or Defendant Name

Any special need or comments concerning above retrieval:	
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For questions please call 217-305-6670