

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

Kendall County Office Building, Rooms 209 & 210

Tuesday, September 4, 2018 at 6:00 p.m.

Amended 9/1/18 9:20 am

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Special Recognition
 - A. Special Presentation to the LaVerne Hansen family
7. Citizens to Be Heard
8. Executive Session
9. Old Business
10. New Business
 - A. Approval for the grant for up to \$12,601.00, with the Illinois Emergency Management Agency (IEMA) for the Illinois Plan for Radiological Accidents (IPRA)
 - B. Approval of 5th quarter re-allotment of the 2017 EMA Grant
 - C. Authorize the Sheriff to enter into a service agreement with Voiance Language Services LLC for Over the phone interpretation services
 - D. Approve Resolution Granting the Kendall County Sheriff the Authority to Enter into Police Services Agreements on Behalf of Kendall County, Illinois
 - E. Approve Ordinance Increasing the County Law Library Fund Fees
 - F. Approve Resolution Increasing the Document Storage Fee Collected by the Circuit Court Clerk
 - G. Approve Resolution Adopting an Amended Fee Schedule for the Kendall County Circuit Court Clerk
11. Standing Committee Reports
 - A. Law, Justice & Legislation
 1. Approve the amendment to the existing service contract with Securus to add tablets for the inmate use in an amount not to exceed \$7,200 annually and will be funded from the commissary account
 - B. Administration HR
 1. Approval of the release of March 6, 2017 Executive Session Minutes
 - C. Finance Committee
 1. Approve claims in an amount not to exceed \$ 908,374.27
 2. Approve Coroner claims in an amount not to exceed \$ 2,323.82
 - D. Animal Control
 1. Approval of the release of July 31, 2015 Executive Session Minutes
 - E. Economic Development
 1. Approval of Reauthorizing the 2006 Kendall County Revolving Loan Fund Recapture Strategy Previously Instated by Ordinance #17-26 Until June 30,2019
 2. Approval of 2018 Chicago Regional Growth Corporation Membership Dues in an amount not to exceed \$5,000
 - F. Standing Committee Minutes Approval
12. Special Committee Reports
 - A. Kencom Executive Board
 - B. Housing Authority
 - C. Historic Preservation
 - D. Juvenile Justice Council
13. Chairman's Report
 - A. The U.S. Board on Geographic Names, at its August 9, 2018 Meeting, approved the proposal to apply the new name Weis Creek to an unnamed stream in Kendall County

Appointments

Karen Clementi – Zoning Board of Appeals – 5 year term – expires September 2023

Jim Horton – Public Aid Appeals – 2 year term – expires September 2020

Ken Walker – Public Aid Appeals – 2 year term – expires September 2020

14. Other Business
15. Citizens to be Heard
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.

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
August 7, 2018**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, August 7, 2018 at 6:00 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick (6:22pm), Bob Davidson, Elizabeth Flowers, Judy Gilmour, Audra Hendrix, Matt Kellogg and Matthew Prochaska.

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

THE AGENDA

Member Flowers moved to approve the agenda. Member Cullick seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

CITIZENS TO BE HEARD

Todd Milliron spoke about the health insurance increase and how he is a big advocate of HRA's. Mr. Milliron also stated that the GIS data should be charged for and not given away.

STANDING COMMITTEE REPORTS

Administration/HR

Advisory Referendum – Vehicle Mile Tax

Member Gilmour moved to approve the advisory referendum regarding opposition to the Vehicle Mileage Tax for the General Election on November 6, 2018. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 18-39
SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY
TO THE ELECTORS OF KENDALL COUNTY**

WHEREAS, Section 5-1005.5 of the Counties Code, 55 ILCS 5/5-1005.5, provides that a County Board, by a vote of a majority of its members, may authorize an advisory question of public policy to be placed on the ballot at the next regularly scheduled election in the County; and

WHEREAS, Section 28-2(c) of the Election Code, 10 ILCS 5/28-2 (c), provides that resolutions of a unit of local government which initiate the submission of public questions pursuant to law must be adopted not less than 79 days before a regularly scheduled election to be eligible for submission on the ballot at such election; and

WHEREAS, the next regularly scheduled election in Kendall County is the General Election to be held on November 6, 2018.

NOW, THEREFORE, BE IT RESOLVED by the County of Kendall, a unit of local government, by and through the Kendall County Board, as follows:

SECTION ONE:

The following advisory question of public policy shall be submitted to the qualified electors of the County of Kendall at the General Election on November 6, 2018:

SHOULD KENDALL COUNTY OPPOSE THE CREATION OF A VEHICLE MILEAGE TAX AS PROPOSED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING ON ALL MOTORISTS ON A PER MILE BASIS?	YES _____ NO _____
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SECTION TWO:

That this advisory question of public policy, as fully set forth in Section One of this Resolution, is authorized and shall be submitted to the qualified electors of Kendall County at the General Election to be held on November 6, 2018, in accordance with all applicable provisions of Illinois law.

SECTION THREE:

That the County Clerk is hereby directed to certify said advisory question of public policy to the election authority in Kendall County, the Kendall County Clerk, in accordance with the Illinois Election Code on or before August 22, 2018.

SECTION FOUR:

That the ballot to be used at the November 6, 2018 General Election, for the advisory question of public policy shall be in substantially the same form as set forth in Section One herein, with such alterations, changes, insertions and deletions as are required by Article 24A of the Illinois Election Code, if an electronic, mechanical, or electric voting system is used in said election.

SECTION FIVE:

That this Resolution shall be in full force and effect from and after passage and approval pursuant to law.

Enacted and approved this 7th day of August, 2018 in Kendall County, Illinois.

Approved:
Scott R. Gryder, County Board Chairman

Attest:
Debbie Gillette, County Clerk and Recorder

Advisory Referendum – Statewide Property Tax

Member Gilmour moved to approve the advisory referendum regarding opposition to the Statewide Property Tax for the General Election on November 6, 2018. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 18-40
SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY
TO THE ELECTORS OF KENDALL COUNTY**

WHEREAS, Section 5-1005.5 of the Counties Code, 55 ILCS 5/5-1005.5, provides that a County Board, by a vote of a majority of its members, may authorize an advisory question of public policy to be placed on the ballot at the next regularly scheduled election in the County; and

WHEREAS, Section 28-2(c) of the Election Code, 10 ILCS 5/28-2 (c), provides that resolutions of a unit of local government which initiate the submission of public questions pursuant to law must be adopted not less than 79 days before a regularly scheduled election to be eligible for submission on the ballot at such election; and

WHEREAS, the next regularly scheduled election in Kendall County is the General Election to be held on November 6, 2018.

NOW, THEREFORE, BE IT RESOLVED by the County of Kendall, a unit of local government, by and through the Kendall County Board, as follows:

SECTION ONE:

The following advisory question of public policy shall be submitted to the qualified electors of the County of Kendall at the General Election on November 6, 2018:

<p>SHOULD KENDALL COUNTY OPPOSE THE CHICAGO FEDERAL RESERVE'S PROPOSAL FOR THE CREATION OF A STATEWIDE 1% PROPERTY TAX TO FUND THE STATE'S PENSION PROGRAMS?</p>	<p>YES _____ NO _____</p>
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SECTION TWO:

That this advisory question of public policy, as fully set forth in Section One of this Resolution, is authorized and shall be submitted to the qualified electors of Kendall County at the General Election to be held on November 6, 2018, in accordance with all applicable provisions of Illinois law.

SECTION THREE:

That the County Clerk is hereby directed to certify said advisory question of public policy to the election authority in Kendall County, the Kendall County Clerk, in accordance with the Illinois Election Code on or before August 22, 2018.

SECTION FOUR:

That the ballot to be used at the November 6, 2018 General Election, for the advisory question of public policy shall be in substantially the same form as set forth in Section One herein, with such alterations, changes, insertions and deletions as are required by Article 24A of the Illinois Election Code, if an electronic, mechanical, or electric voting system is used in said election.

SECTION FIVE:

That this Resolution shall be in full force and effect from and after passage and approval pursuant to law.

Enacted and approved this 7th day of August, 2018 in Kendall County, Illinois.

Co Board 8/7/18

Approved:
Scott R. Gryder, County Board Chairman

Attest:
Debbie Gillette, County Clerk and Recorder

Facilities

Public Safety Center Air Conditioner

Members discussed the air conditioner bid received for the replacement of the system at the Public Safety Center. Members discussed the Energy Performance Contracting program and legislation. Members discussed the vote taken at the June 20, 2017 meeting regarding rescinding the Leopardo energy proposal.

Member Cullick made a motion to approve a recommendation to proceed with a design, bid and build option for a chiller system at the Public Safety Center to hire an architect who we have agreements with at this point.

Member Cullick withdrew her motion.

Member Cullick made a motion for recommendation for staff to choose an architect that the county has worked with in the recent past and/or have an agreement with to design, bid and build a system at the Public Safety Center that would encompass the chiller system and other items that need to be replaced.

Member Prochaska suggested to reach out to the US Communities Purchasing Program.

Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cullick, Gilmour, Gryder and Prochaska. Members voting nay include Davidson, Flowers, Hendrix and Kellogg. Motion failed 4-4.

Member Davidson stated that he had information from the City of Yorkville from March 27th which had the dates for the solar field as April 12th, May 1st, and May 9th City Council votes May 22nd. The July and August meetings were cancelled looking at November. County Administrator Scott Koeppel spoke with Bart Olson from the City of Yorkville and the Plan Council meeting August 9th, Economic Development Committee meeting September 4th, Planning & Zoning Commission public hearing October 10th and the City Council vote November 13th.

Finance

CLAIMS

Member Cullick moved to approve the claims submitted in the amount not to exceed \$1,034,301.65 and Petit Jurors in an amount not to exceed \$616.60. Member Kellogg seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$6,295.86, B&Z \$1,801.44, CO CLK & RCDR \$553.80, ELECTION \$91.19, ED SRV REG \$352.84, SHRFF \$4,139.83, CRRCTNS \$14,195.04, MERIT \$456.00, EMA \$247.37, CRCT CT CLK \$38.01, JURY COMM \$736.60, CRCT CT JDG \$2,555.63, CRNR \$1,308.80, CMB CRT SRV \$12,664.43, ST ATTY \$2,051.19, SPRV OF ASSMNT \$40.30, EMPLY HLTH INS \$625.00, OFF OF ADM SRV \$200.11, GNRL INS & BNDG \$183.00, CO BRD \$48.32, TECH SRV \$19,585.02, FAC MGT UTLS \$78,792.54, CO HWY \$34,097.98, TRNSPRT SALES TX \$439,939.54, KC TRANSP ALT PRGM \$1,000.00, HLTH & HMN SRV \$44,710.13, FRST PRSRV \$394.83, ELLIS HOUSE \$165.00, ELLIS BRN \$165.00, ELLIS GRNDS \$1,009.11, ELLIS CMPS \$45.00, ELLIS BDAY PARTIES \$134.18, HOOVER \$2,534.63, ENV ED SCHL \$9.00, ENV ED CMPS \$145.75, ENV ED NTRL BGNNGS \$31.44, ENV ED LWS OF NTR \$28.00, GRNDS & NTRL RSRCS \$1,814.06, ANML MED CR FND \$435.86, ANML CNTRL EXPS \$182.93, CO RCDR DOC STRG \$672.85, HIDTA \$16,002.51, CO CMSRY FND \$460.65, COOK CO REIMB FND \$538.65, CRT SEC FND \$88.68, LAW LBRY FND \$57.00, CRCT CT DOC STRG \$825.75, CRT AUTOMA \$10,000.00, CRNR \$3,042.48, PRBTN SRV \$9,820.86, KC DRG CT FND \$2,338.20, GIS \$16,280.39, ENG/CNSLTG ESCRW \$1,287.88, CO RSRV FND \$692.73, PUB SFTY \$281,107.90, CRTHS RNVNNS \$100.00, ANML POP CNTRL \$644.50, VAC \$3,208.00, CRCT CLK OP/ADMIN \$1,248.75, CRNR SPCL FND \$845.71, FP BND PRCDs '07 \$11,850.00

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Coroner Claims

Chairman Gryder stated that member Purcell has recused himself from the discussion and under the Board Rules of Order shall be treated as if not present.

Member Cullick moved to approve the Coroner claims in an amount not to exceed \$5,196.99. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Finance Committee Recommendations

Members spoke about the budget and health insurance costs as it relates to the budget and a budget short fall. Members will be looking to the Department Heads and Elected Officials for help to reduce the budget. Members discussed the biggest hit on the budget is salaries and discussed how to reduce staff costs.

Member Cullick made a motion to approve the Finance Committee's recommendations of a two percent FY2019 budget decrease county-wide, and up to a three percent salary increase for non-union employees. Member Kellogg seconded the motion.

Member Cullick withdrew her motion. Member Kellogg withdrew his second.

This will be reviewed again at a Finance Committee meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Flowers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated that they will meet on August 23, 2018.

Housing Authority

Member Prochaska stated that they will meet on August 24, 2018.

Historic Preservation

Member Flowers informed the board that they drafted a letter regarding the Millbrook Bridge and are working on the ordinance.

Highway

Member Kellogg stated that the meeting is cancelled and there will be an update on projects at the COW meeting.

CHAIRMAN'S REPORT

Chairman Gryder informed the board that the Antos Bridge has been completed.

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

Appointments

Sarah Herbig – Historic Preservation Commission – 3 year term – Expires August 2021

Shawn Flaherty – Sheriff's Merit Commission – 3 year term – Expires August 2021

Don Marrone – Sheriff's Merit Commission – 4 year term – Expires August 2022

Cliff Fox – Zoning Board of Appeals – 5 year term – Expires August 2023

Audra Hendrix – Workforce Development Board – 2 year term – Expires September 2020

Announcement

Dr. Anette K.S. Mnabhi – TB Board – 2 year term – Expires August 2020

CITIZENS TO BE HEARD

Todd Milliron told the board that they can find \$100,000, the Undersheriff salary.

EXECUTIVE SESSION

Member Hendrix made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 15th day of August, 2018.

Respectfully submitted by,
Debbie Gillette, Kendall County Clerk

Co Board 8/7/18



Kendall County

Office of the Sheriff

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville, Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



TO: SHERIFF BAIRD
FROM: DEPUTY COMMANDER LANGSTON
SUBJECT: TELEPHONIC VOICE TRANSLATION SERVICE CHANGE RECCOMENDATION
DATE: AUGUST 29, 2018
CC: AS NEEDED

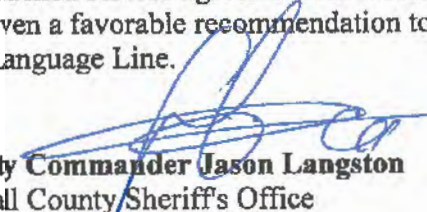
Sheriff,

Ongoing assessment of policies and services are always taking place to ensure our office is utilizing the most competitively priced and effective options. During research of over the phone interpretation services as part of Lexipol Policy 305, Limited English Proficiency Services, telephone based translation service options for patrol were assessed and a potential savings was discovered. Deputy Stoch conducted research of multiple over the phone translation services including the current contract with Language Line. Deputy Stoch ultimately recommended the Kendall County Sheriff's Office enter into a subscription with Voiance to provide telephonic based translation services due to lower fees and the ability to still meet the needs of the office.

The need for telephonic based translation service is intermittent and needed infrequently, however our current subscription with Language Line is significantly higher than the price quoted by Voiance. The current contract with Language line charges fees of \$2.25 per minute and Voiance has quoted a flat rate of \$0.75 per minute. A comparison of money spent versus projected expenditures at the Voiance rate over the last 5 years by the Kendall County Sheriff's Office is shown below:

Language Line	Voiance (Estimated)
2018: \$480.70 (YTD)	2018: \$160.23
2017: \$92.54	2017: \$30.85
2016: \$13.54	2016: \$4.51
2015: \$99.51	2015: \$33.17
2014: \$38.68	2014: \$12.89
2013: \$9.05	2013: \$3.02
Total: \$734.02	Total: \$244.67
Total Estimated Savings: \$489.35	

I concur with the recommendation of Deputy Stoch that the Kendall County Sheriff's Office pursue future telephonic translation services via Voiance. This is the most cost effective option and would be capable of satisfying the needs of both corrections as well as patrol functions for over the phone interpretation services. The attached service agreement for Voiance has been vetted by the Kendall County State's Attorney's Office and given a favorable recommendation to proceed. A 90 day notice is required to terminate the current contract with Language Line.


Deputy Commander Jason Langston
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville IL 60560

*Approval [Signature]
Forward to the Board*



VOIANCE

Service Agreement

<p>Vendor name and address: Voiance Language Services, LLC ("Vendor") 5780 North Swan Road Tucson, AZ 85718</p>	<p>Client name and address: Kendall County, Illinois("Client") 1102 Cornell Lane Yorkville, IL 60560</p> <p>Additional Client facilities listed on Exhibit F (with the above address, collectively, "Facilities")</p>
<p>Services:</p>	<p>Exhibit (Exhibit attached hereto if box is checked):</p> <p><input checked="" type="checkbox"/> A: Over-the-Phone interpretation/OPI <input type="checkbox"/> A-1: ClearLink® Telephones</p> <p><input type="checkbox"/> B: Translation and Localization</p> <p><input type="checkbox"/> C: Interpreter Training and Evaluations</p> <p><input type="checkbox"/> D: On-Site Interpretation</p> <p><input type="checkbox"/> E: Video Remote Interpretation/VRI <input type="checkbox"/> E-1: Video Remote Interpreting Equipment</p> <p><input type="checkbox"/> F: Facilities</p>
<p>Voiance Language Services, LLC:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Kendall County, Illinois:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Introduction. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Formation.** This Service Agreement ("Agreement") is formed between Vendor and Client.
- 2. Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services, as described in Exhibit A, to the Kendall County Sheriff and others designated by him and to the Facilities.
- 3. Payment.** Client will be invoiced by Vendor for Services actually accessed and shall remit payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1, et seq.). Vendor's preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted.
- 4. Term and Termination.** This Agreement shall commence on the date by which: (i) all Parties have executed this document ("Commencement Date"), and (ii) a copy of the executed document has been delivered to Vendor; and shall terminate three (3) years from the Commencement Date, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. On the initial termination date, and on each successive anniversary of that date,

this Agreement shall renew for one year unless terminated by either party upon written notice of termination to the other party not less than thirty (30) days' prior to the next date of renewal. The "Termination Date" of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party's notice of termination to the other party, or (ii) the date on which Vendor terminates Client's access to Services. Either party may terminate this Agreement for convenience upon written notice without penalty or further payment other than for Services already rendered.

4.1 Survival. Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses).

5. Independent Contractor Relationship. The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

6. Insurance. Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$2,000,000.00
Products -- Completed Operations Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Damage (Rented Property)	\$1,000,000.00
Medical Expenses	\$10,000.00

6.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$5,000,000.00
Worker's Compensation	\$500,000.00

7. Limited Liability. Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control.

8. Background Checks. Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of or plead guilty to any felony or misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of the Kendall County Sheriff, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has identified as having resided, worked or attended school.

9. **Confidentiality/Prohibited Uses.**

- 9.1. **FOIA.** Notwithstanding any other provision of this Agreement, Vendor understands and agrees that all contracts entered into by a government body, such as Client, are open to public review and as such will be on file with the Kendall County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, et seq.).
- 9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.
- 9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.
- 9.4. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.
10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.
11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.
12. **Cost of Living Increase.** The contracted pricing may be increased at each anniversary of the contract in accordance with the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI). Vendor shall notify Client of the increase at least sixty (60) days prior to said anniversary date.
13. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.
14. **Marketing and Publicity.** Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.
15. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Vendor may, at its sole and absolute discretion, terminate this Agreement upon Client's breach or within ten (10) days of learning of Client's breach. Any decision by Vendor to forego cancellation upon a breach by Client shall not constitute a waiver of Vendor's right to terminate due to a subsequent breach by Client.
16. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein, marked "Attn: Controller".

17. **Equal Opportunity.** In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Vendor, 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.
18. **Certification.** Vendor certifies that Vendor, 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). Vendor further certifies by signing the Agreement that Vendor, 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 Vendor 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.
19. **Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3
20. **Entire Agreement.** This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.
21. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Illinois, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state courts of Kendall County, Illinois. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.
22. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.
23. **Force Majeure:** Notwithstanding any other provision of this Agreement, Vendor shall not be liable in any way for any loss, damage, delay or failure of performance resulting from any cause which is beyond Vendor's reasonable control and not caused by Vendor's intentional misconduct or negligence, including, but not limited to fire, explosion, lightning, power surges or failures, acts of God and acts or omissions of communications carriers (including without limitation local exchange companies).
24. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

[EXHIBITS BEGIN ON NEXT PAGE]

EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide the Kendall County Sheriff and others designated by him (and to the Facilities) with Over-The-Phone Interpretation ("OPI") Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages listed below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor's standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor's standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor's telephone interface or Vendor's ClearLink telephones by entering a valid PIN. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to the Kendall County Sheriff, Client, their subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is solely responsible for the security of Client's PIN cards and preprogrammed ClearLink telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client's PINs, Vendor shall promptly disable any such PIN upon Client's request and issue a replacement PIN.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly

OPI Interpretation	\$ 0.75	Per Minute
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*Pricing is effective as of the later of the Commencement Date or the date by which all parties have executed the Agreement and delivered an executed copy to Vendor.

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2018-__

**RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF AUTHORITY
TO ENTER INTO POLICE SERVICES AGREEMENTS ON BEHALF OF
KENDALL COUNTY, ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that “units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Kendall County wishes to provide individuals, associations, corporations, school districts and other government entities within Kendall County, Illinois, with well-trained and equipped Kendall County Sheriff’s deputies, as defined within the Counties Code, 55 ILCS 5/3-6001 *et seq.*, to provide law enforcement services to ensure the safety and welfare of the public at private, school district, and other government entity property locations, at the request of the individuals, associations, corporations, school districts or other government entities who own the property, and in exchange for fair, financial compensation; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Kendall County Sheriff’s Office Law Enforcement Services Agreement, attached as exhibit A, which will serve as the standard agreement for law enforcement services provided to private entities, school districts, and other government entities by the Kendall County Sheriff’s Office; and

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to “impose additional duties, powers and functions upon county officers”; and

WHEREAS, the Kendall County Board recognizes that the nature of law enforcement services agreements is such that an agreement may need to be executed within a short period of time, which does not allow adequate time for the Kendall County Board to review and approve it; and

WHEREAS, the Kendall County Board recognizes the Kendall County Sheriff, as the elected official responsible for the operation of the Kendall County Sheriff’s Office, is the county officer best situated to determine if and when it is appropriate for the Kendall County Sheriff’s Office to enter into a law enforcement services agreement with another entity, and, if such an agreement shall be executed, the scope of services to be performed by Kendall County Sheriff’s Office staff.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into law enforcement services agreements with private entities, school districts, and other government entities without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Sheriff substantially complies with the Kendall County Sheriff's Office Law Enforcement Services Agreement, attached as exhibit A, and the term of any such agreement does not exceed one (1) calendar year.

This Resolution further serves to ratify all existing Kendall County Sheriff's Office Law Enforcement Services Agreements, which substantially comply with this Resolution and exhibit A.

All revenues received under such law enforcement agreements are paid directly to the Kendall County Treasurer and shall be placed in Kendall County's General Fund.

The authority herein granted to the Kendall County Sheriff will continue for two years after the date of adoption ("Termination Date"). The County Board may extend the authority every two years thereafter, by a majority vote. The County Board may revoke the authority granted to the Kendall County Sheriff at any time, with a majority vote of the County Board.

Approved and adopted by the County Board of Kendall County, Illinois, this fourth day of September, 2018.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

LAW ENFORCEMENT SERVICES AGREEMENT

THIS LAW ENFORCEMENT SERVICES AGREEMENT ("Agreement") is executed this ____ day of _____, 20__ ("Effective Date") by and between Kendall County, Illinois and the Kendall County Sheriff's Office (collectively referred to as "Kendall County") and _____ ("Client"), with its principal place of business located at _____. Kendall County and Client desire to establish mutually satisfactory terms and conditions under which the Kendall County Sheriff's Office will provide certain law enforcement services ("Services") to Client.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Client is an individual, association, or corporation desiring to obtain the Services of well-trained and equipped Sheriff's deputies ("Deputies"), as defined within the Counties Code 55 ILCS 5/3-6001 *et seq.*, for the time period specified in this Agreement, to ensure the safety and welfare of the public within the boundaries of the private property identified in the Project Statement ("Service Location"), in Kendall County, Illinois; and

WHEREAS, Kendall County wishes to provide Client with well-trained and equipped Deputies to ensure the safety and welfare of the public within the Service Location, pursuant to the terms of this Agreement; and

WHEREAS, the Kendall County Board has, by Resolution Number 18-____, approved on the fourth day of September, 2018, granted authority to the Kendall County Sheriff or his designee to enter into and modify law enforcement services agreements, on behalf of Kendall County and with private entities, as long as the agreements remain substantially compliant with the agreement approved by said Resolution.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

I. **RECITALS:** The above recitals are incorporated as if fully restated herein.

II. **SERVICES:**

A. **Project Statement:** The parties agree that Kendall County shall provide the Services described in Exhibit A attached hereto (“Project Statement”), in accordance with the terms and conditions set forth herein. The Project Statement shall: (i) describe the Service(s) to be performed by the Kendall County Sheriff’s Office (“KCSO”); (ii) include the start and completion dates of Services; (iii) describe the resources, specific facilities, work areas, and equipment which shall be made accessible to the KCSO; (iv) describe the price, payment, and invoicing schedules; and (v) specify such other terms and conditions as are to be applicable to the performance of the Services to the extent such terms are in addition to the terms of this Agreement. The terms and conditions set forth in Project Statement are hereby incorporated by reference as if fully stated herein. In the event of a conflict between the Project Statement and this Agreement, this Agreement shall govern.

B. **Traffic Enforcement:** Certain agreements for enforcement of traffic laws on private property must comply with 625 ILCS 5/11-209 or 625 ILCS 5/11-209.1. Client affirms it has reviewed these provisions and it has and will take any and all necessary action to ensure compliance with these provisions. Client understands that, in addition to other requirements, it may be required to (1) request and obtain an enabling ordinance from Kendall County under 625 ILCS 5/11-209.1, before entering into this Agreement, or (2) record this Agreement with the Kendall County Recorder’s Office, as required under 625 ILCS 5/11-209, before the Agreement is effective.

C. **Equipment:** All standard police equipment used by Deputies will be purchased, provided, and maintained by Kendall County and shall remain at all times, sole property of Kendall County. This equipment includes, but is not limited to, uniforms, body armor, traffic radar guns, police vehicles, service weapons, and radio equipment.

D. **Assignment of Deputies:** If practicable, five calendar days prior to the start of Services, Kendall County will provide Client with a list of Deputies assigned to Client, and the shifts for which they are assigned.

If the term of services provided is for more than one month, Kendall County will notify Client of the Deputies assigned to Client for the subsequent month, and the shifts for which they are assigned, by the 25th of each month, if practicable. There will be no more than one Deputy assigned to the Client at any given time, unless other arrangements are agreed to in the Project Statement. KCSO reserves the right to modify or revise the list of Deputies at anytime with or without notice to Client.

- E. **Consent:** By entering into this Agreement, Client voluntarily gives Deputies legal consent to be present in all privately-owned areas identified in the Project Statement and authority to investigate, search, seize, and enforce any reasonably-suspected criminal activity or violation of any federal, State or local, law, ordinance, or regulation, perceived within the Service Location. Client agrees to fully cooperate in any such investigations, searches, seizures, and enforcement by Deputies.

III. COMPENSATION:

- A. **Time & Material:** Client shall compensate Kendall County on a time and materials basis at the rates set forth in the Project Statement. Client shall make payment within twenty (20) calendar days of receiving an invoice from Kendall County. All payments for Services rendered shall be made directly to the Kendall County Treasurer. Any amount unpaid after 20 calendar days will incur a penalty of 1% for each 30 calendar day period, or a fraction thereof, until the amount is paid in full. If Client is a school district or other government entity, all payments will be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.
- B. **Expenses:** Client shall reimburse Kendall County for the following expenses reasonably incurred in conjunction with the Services and supported by the relevant documentation: (a) reasonable travel expenses, including mileage calculated at the IRS rate in place at the time of invoicing; (b) lodging expenses; and (c) reasonable communications, administrative, and out-of-pocket expenses approved in advance, and in writing by Client, such approval shall not be unreasonably withheld by Client.

C. **Insurance and Deductibles:** Kendall County will be responsible for all liability and worker's compensation insurance for the Deputies, through Kendall County's existing insurance programs. Client, however, will purchase and maintain, at all times this Agreement is in effect, an insurance policy to cover Kendall County's deductibles under its automobile insurance, general liability insurance, and worker's compensation insurance. Client will be responsible for paying all Kendall County insurance deductibles for damages, injuries, or claims incurred as a result of this Agreement. Client will maintain all necessary and appropriate insurance policies to cover its property and employees, including but not limited to property insurance, automobile insurance, general liability insurances, and worker's compensation insurance.

IV. SERVICES WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNITY:

A. **Services Warranty:** Kendall County will perform Services in accordance with the industry standards generally applicable to the performance of such Services.

B. **General Disclaimer of Warranties:** The Warranties set forth in this section are, to the maximum extent permitted by applicable law, exclusive, and in lieu of all other warranties and conditions, express, implied, statutory or otherwise in any federal, state, or local jurisdiction with respect to the Services provided under this Agreement. Further, Client acknowledges that the implied warranties and conditions of mercantile, fitness for a particular purpose, title, and quality of service are expressly disclaimed.

C. **Limitation of Liability:** To the fullest extent permitted by applicable law, the total aggregate liability of Kendall County, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, failure of essential purpose, or any other theory of liability under this Agreement, shall be limited to the fees actually paid by Client to Kendall County for the specific Services giving rise to the liability.

- D. **Disclaimer:** In no event will Kendall County be liable for any claim based upon a third-party claim or for any consequential, incidental, indirect, punitive or special damages of any nature whatsoever (including without limitation loss of profits, data, business or goodwill), or costs or attorney's fees, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, or any other theory of liability, and even if advised of the likelihood of such damages. Notwithstanding this section, Kendall County does not exclude or limit liability to the extent such liability cannot be excluded or limited under applicable law.
- E. **Indemnification:** To the extent permitted by law, Client shall defend, with counsel of Kendall County's own choosing, indemnify, and hold harmless Kendall County, including past, present, and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from Client's negligent or intentional conduct. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Client's duty to indemnify, defend, and hold Kendall County harmless, as set forth above. Nothing in this Agreement shall constitute a waiver of any privileges, defenses, or immunities Kendall County may have under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*

V. CHANGES, DELAYS, AND COOPERATION:

- A. **Change Order/Modifications:** In the event that Client wishes to make changes to the Project Statement, it shall notify Kendall County in writing of such proposed change ("Change Order"). Kendall County shall accept or reject such Change Order within ten (10) business days of receipt of the Change Order. Failure to respond during the approval period shall not result in any liability of Kendall County to Client, and

shall be deemed to be a rejection of the Change Order. In the event that Kendall County approves a Change Order, and performance of the Change Order results in a change to or delay in performance of the Services, then the period of performance under the Project Statement shall be extended accordingly and the price for such Services correspondingly adjusted to the mutual satisfaction of the parties. All other modification of this Agreement must be in writing and signed by both parties.

- B. **Force Majeure:** Both parties shall be excused from performance and will not be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, police emergencies, fire, explosions or other casualties, vandalism, riots or war, epidemics, communication line failures, power failures, earthquakes, floods or other natural disasters. The non-performing party shall promptly notify the other party in writing, describing the nature and estimated duration of its inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the non-performing party with all reasonable dispatch.

VI. TERM AND TERMINATION:

- A. **Term of Agreement:** This Agreement shall be effective as of the Effective Date and shall remain in effect thereafter until the earlier of (i) the project completion date as set forth in the Project Statement, not to exceed one year; or (ii) the termination of this Agreement in accordance with section VI(B).
- B. **Termination:** Either party may terminate this Agreement upon five (5) business days prior written notice to the other party. Client shall be responsible for payment of all services rendered and expenses incurred by Kendall County prior to the last day of this Agreement.

C. **Effect of Termination:** The terms of Sections III, IV, V, VI and VII shall survive the termination or expiration of this Agreement.

VII. GENERAL

A. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws and provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Twenty-Third Judicial Circuit Court, in Kendall County, Illinois, or in a federal court in the Northern District of Illinois.

B. **Notices:** All notices required under this Agreement shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile; (ii) the date it was delivered by courier; or (iii) the date received, if sent by registered or certified mail, return receipt requested, postage prepaid. Notice must be sent to the names and addresses set forth below or to such other address or individual as the parties may specify from time to time by written notice to the other party. As of the date of execution, notices shall be delivered to the parties at the following addresses:

Client:

Fax: _____

Kendall County:

Dwight Baird, Sheriff
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
Fax: 630-553-1972

Copy to: Kendall County State's Attorney
807 John Street
Yorkville, IL 60560
Fax: 630-553-4204

C. **Assignment:** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either party, except by operation of law, and any such attempted assignment shall be void and of no effect. The terms and conditions of

this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the identified parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

- D. **Non-Discrimination:** Client and Kendall County agrees 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.

- E. **Relationship of the Parties:** Nothing contained in this Agreement, nor any act of Kendall County or Client pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any joint employer relationship and/or any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and Client. Deputies are not employees of, partners of, agents of, or in a joint venture with Client. All Deputies remain under the supervision of the Kendall County Sheriff while providing Services under this Agreement. Should Client have a complaint regarding the conduct of a Deputy assigned to Client under this Agreement, Client shall promptly notify the Kendall County Sheriff or his designee.

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

- G. **Entire Agreement:** This Agreement, together with its Exhibit(s) attached hereto, the terms and conditions of which are hereby incorporated by reference, constitutes the entire business agreement between the parties hereto and supersedes any and all prior

agreements, arrangements and/or understandings between the parties relating to the subject matter hereof.

- H. **No Waiver:** The failure of Kendall County, at any time, to require performance by the other of any provision hereof shall in no way constitute a waiver thereof unless waived in writing. Nor shall the waiver of any breach of any provision hereof be held to be a waiver of any subsequent breach of such provision or any other provision.
- I. **Remedies:** If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- J. **Severability:** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- K. **Counterparts and Exchanges by Fax:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.
- L. **Taxes, Benefits, and Licenses:** Each party shall be solely responsible for the following with respect to its personnel: (a) paying all federal, state, and local taxes and all appropriate deductions or withholdings; (b) paying or providing any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; (c) obtaining any applicable business or other commercial licenses; and (d) hiring, firing, supervising and paying compensation or other benefits to any agent, independent contractor, employee or assistant engaged by the party to perform any aspect of the Services.

- M. **Third Party Beneficiaries:** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns, and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- N. **Compliance With Laws:** Each party shall comply (and assist the other party in complying) with all applicable federal, state, and local laws, ordinances, and regulations.

- O. **Authority:** Kendall County and Client each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

- P. **Contingency:** This Agreement is contingent upon approval of an agreement between Kendall County, and all applicable unions, which represent KCSO employees, regarding the law enforcement services set forth in this Agreement. If no agreement is agreed to and signed by all applicable unions, Kendall County will promptly send notice to Client, and this Agreement will terminate immediately upon receipt of that notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local
government of the State of Illinois

By: _____
Kendall County Sheriff

Signature: _____

Date: _____

Name: _____

Title: _____

Date: _____

PROJECT STATEMENT

Date: ___/___/___

CLIENT INFORMATION:

Name: _____

Address: _____

Telephone Number: _____

Type of Business: _____

Tax I.D. or SS #: _____

Service Location

Instructions: Please be specific in identifying the location and boundaries of the private property subject to this Agreement.

On-Site Contacts

1. Name: _____ Title: _____

Telephone Number: _____

2. Name: _____ Title: _____

Telephone Number: _____

Dates of Service

Hours of Service

Resources, Facilities, and Equipment

Instructions: Please identify all resources, specific facilities, work areas, and equipment which shall be made accessible to the KCSO.

Scope of Services

General Services: patrol private roadways and parking lots, respond to emergencies, investigate crimes, ticket traffic violations, enforce all federal and State law intended to be enforced by police officers, and enforce all local ordinances intended to be enforced by police officers.

Additional Services/Terms/Conditions: _____

Approval: _____

Kendall County Sheriff

***All additional services, terms, or conditions must be approved by the Kendall County Sheriff or his designee and evidenced by his signature above.**

Hourly Rate & Invoicing Schedule

Rate: _____ per hour, per Deputy **Number of Deputies:** _____

Invoicing: Kendall County will submit an invoice to Client on a monthly basis, for the Services performed in the preceding month. Client must remit payment within 20 days of receiving the invoice.

Approved:

Kendall County Sheriff

Expiration Date:

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2015-14

**RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF AUTHORITY
TO ENTER INTO POLICE SERVICES AGREEMENTS WITH PRIVATE
ENTITIES AND ON BEHALF OF KENDALL COUNTY, ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government “may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Kendall County wishes to provide individuals, associations, and corporations within Kendall County, Illinois, with well-trained and equipped Kendall County Sheriff's deputies”), as defined by 55 ILCS 5/3-6001 *et seq.*, to provide law enforcement services to ensure the safety and welfare of the public at private property locations, at the request of the individuals, associations or corporations who own the private property, and in exchange for fair, financial compensation; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Kendall County Sheriff's Office Law Enforcement Services Agreement, attached as exhibit A, which will serve as the standard agreement for law enforcement services provided to private entities by the Kendall County Sheriff's Office; and

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to “impose additional duties, powers and functions upon county officers”; and

WHEREAS, the Kendall County Board recognizes that the nature of law enforcement services agreements is such that an agreement may need to be executed within a short period of time, which does not allow adequate time for the Kendall County Board to review and approve it; and

WHEREAS, the Kendall County Board recognizes the Kendall County Sheriff, as the elected official responsible for the operation of the Kendall County Sheriff's Office, is the county officer best situated to determine if and when it is appropriate for the Kendall County Sheriff's Office to enter into a law enforcement services agreement with a private entity, and, if such an agreement shall be executed, the scope of services to be performed by Kendall County Sheriff's Office staff.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into law enforcement services agreements with private entities, without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Sheriff substantially complies with the Kendall County Sheriff's Office Law Enforcement Services Agreement, attached as exhibit A and the term of any such agreement does not exceed one (1) calendar year.

All revenues received under such law enforcement agreements are paid directly to the Kendall County Treasurer and shall be placed in Kendall County's General Fund.

The authority herein granted to the Kendall County Sheriff will terminate two years after the date of adoption ("Termination Date"), unless this Resolution, and the authority granted herein is extended for an additional two years, by a majority vote of the County Board. The County Board may revoke this authority granted to the Kendall County Sheriff at any time, with a majority vote of the County Board.

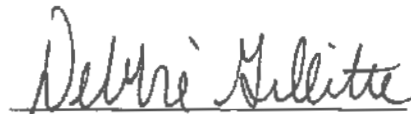
Approved and adopted by the County Board of Kendall County, Illinois, this 17 day of March, 2015.

Board Chairman Signature:



John A. Shaw, Chairman
County Board

Attest:



Debbie Gillette
County Clerk

COUNTY OF KENDALL, ILLINOIS
ORDINANCE 2018-_____

ORDINANCE INCREASING
COUNTY LAW LIBRARY FUND FEES

WHEREAS, 55 ILSC 5/5-39001 permits the County Board to establish and maintain a County Law Library to be located in any county building or privately or publicly owed building at the county seat of government.

WHEREAS, the facilities of those libraries shall be freely and available to all licensed Illinois attorneys, judges, other public officers of the county, and all members of the public, whenever the courthouse is opened, and may include self-help centers and other legal assistance programs for the public as part of the services it provides on-site and on-line.

WHEREAS, pursuant to 55 ILCS 5/5-39001 is authorized to require the Clerk of all trial courts located at the county seat of government to charge and collect a Law Library Fee of \$2.00 and the county board may authorize a county law library fee of not to exceed \$21 through December 31, 2021 and \$20.00 on and after January 1,2022, to defray the expense of maintaining the library, including the expense of any attendant, self-help centers and legal assistance programs.

WHEREAS, 55 ILCS 5/5-39001 allows the Law Library Fee to be paid at the time of filing on the first pleading, paper, or other appearance filed by each party in all civil cases, but no additional fee shall be required if more than one party is represented in a single pleading, paper, or other appearance.

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kendall County that the fees to be collected by the Circuit Clerk for the County Law Library Fund shall be increased from \$13.00 to \$21.00 for all Civil cases pursuant to 55 ILCS 5/5-39001. This ordinance shall be effective October 1, 2018.

APPROVED and **ADOPTED** by a majority vote of the County Board of Kendall County, Illinois this 4th day of September, 2018.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2018-**

**RESOLUTION INCREASING THE DOCUMENT STORAGE FEE
COLLECTED BY THE CIRCUIT COURT CLERK**

WHEREAS, the County of Kendall, Illinois, pursuant to the Clerks of the Court Act, 705 ILCS 105/27.3c, is authorized to require the Clerk of the Circuit Court to charge and Collect a Document Storage Fee of not less than \$1.00 nor more than \$25.00 to defray the expense in any county that elects to establish a document storage system and convert the records of the Circuit Court Clerk to electronic or micrographic storage; and

WHEREAS, 705 ILCS 105/27.3c allows the Document Storage Fee to be collected from each party upon the filing on the first pleading, paper, or appearance in all civil cases or by the defendant in any felony, misdemeanor, traffic, ordinance, or conservation matter on a judgment of guilty or grant of supervision; and

WHEREAS, pursuant to 705 ILCS 105/27.3c the County Board of Kendall County may increase the Document Storage Fee by Resolution; and

WHEREAS, the Kendall County Circuit Clerk is recommending that the County Board of Kendall County increase the Document Storage Fee to \$20.00 from \$15.00 to meet the increased cost relative to the storage of court records, including hardware, software, research and development costs and personnel related thereto, in the Office of the Circuit Clerk. It is further recommended that the Document Storage Fee, for any traffic, ordinance or conservation case satisfied without a court appearance, should remain \$5.00.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

- 1) The above listed recitals are incorporated herein by reference.
- 2) The fees collected by the Circuit Clerk for the Document Storage Fee pursuant to 705 ILCS 105/27.3c shall be increased to \$20.00 from \$15.00 to meet the increased cost for the storage of court records, including the cost of hardware, software, research and development costs and personnel related thereto, in the Office of the Circuit Clerk. Further, the Document Storage Fee, for any traffic, ordinance or conservation case satisfied without a court appearance, should remain \$5.00.
- 3) The Document Storage Fee is to be collected from each party upon the filing on the first pleading, paper, or appearance in all civil cases or by the defendant in any felony, misdemeanor, traffic, ordinance, or conservation matter on a judgment of guilty or grant of supervision
- 4) Pursuant to 705 ILCS 105/27.3a(d) the court document fee shall not be charged in any matter coming to the clerk on change of venue or in any proceeding to review the decision of any administrative officer, agency or body.
- 5) The Document Storage Fee shall be in addition to all other fees and charges authorized to be collected by the Circuit Clerk.
- 6) This Resolution replaces and supersedes all prior resolutions related to the Document Storage Fee.
- 7) This Resolution shall be effective October 1, 2018.

APPROVED and **ADOPTED** by a majority vote of the County Board of Kendall County, Illinois this 4th day of September, 2018.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2018-____**

**RESOLUTION ADOPTING AN AMENDED FEE SCHEDULE FOR THE
KENDALL COUNTY CIRCUIT COURT CLERK**

WHEREAS, 705 ILCS 105/27.1a permits a county board to set certain fees, in accordance with the statute, to be charged by the circuit clerk; and

WHEREAS, the Kendall County Board has reviewed the filing fees presently charged by the Clerk of the Circuit Court, and has determined that an increase in said fees is necessary and appropriate; and

WHEREAS, the proposed Kendall County Circuit Court Fee Schedule attached to this Resolution has been prepared by the Clerk of the Circuit Court and is in compliance with 705 ILCS 105/27.1a; and

WHEREAS, by the passage of this Resolution, the Kendall County Board intends to increase the subsequent filing fees to be charged by the Clerk of the Circuit Court;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Kendall County hereby adopts the attached Kendall County Circuit Clerk Fee Schedule (Attachment A) for Subsequent Filings, pursuant to 705 ILCS 105/27.1a and becomes effective on October 1, 2018.

APPROVED and **ADOPTED** by a majority vote of the County Board of Kendall County, Illinois this 4th day of September, 2018

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk



Kendall County

Office of the Sheriff



MEMORANDUM

TO: SHERIFF DWIGHT BAIRD
FROM: D. C. JOE GILLESPIE
SUBJECT: SECURUS TABLETS FOR THE JAIL.
DATE: 08/31/2018

Sheriff,

The Secure View Tablet focuses on proactive and constructive ways to prepare incarcerated individuals for successful reentry into society.

The tablets host a variety of applications for education to assist with rehabilitation, communication with family and friends, entertainment, and job placement. Thousands of users across the United States are currently using this tablet program.

The tablets are set up on an intra-net network meaning that they have no access to the outside everything is contained an internal server.

The inmates will be able to access at no charge educational services, religious services, self-help opportunities such as mental health and addiction recovery services. Inmates will also be able to access for fee preapproved music, movies and games.

One more thing the tablets can do is eMessaging, this allows family and friends to communicate with an incarcerated loved one using email like messaging.

I've reached out to other institutions that are using tablets they have noticed a downturn in inmate violence against other inmates and staff. Behavioral problems are all so down due to the inmates having something to do.

The tablets will be \$5.00 dollars per month at this time I would recommend bringing in 120 tablets which would be \$600.00 dollars per month or \$7,200.00 per year which we would fund with no tax payer dollars using the inmate health and welfare commissary account.

When inmates are using the non-educational services on the tablet that would be subject to a fee, other agencies have generated revenue that far succeeds the dollars paid out for the service.

Overall, I see the secure view tablet a win for the facility. As it would be keeping inmates occupied with things to do and giving them the opportunity to educate and get the help they need, also reducing violence and horse playing by the inmates. The Sheriff's Office staff will have the ability to monitor activities that are happening on the tablets.

I have attached the amendment to the already States Attorney's approved contract with Securus Technologies Video Visitation.

Deputy Commander Joseph Gillespie

**COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE MEETING
Tuesday, August 28, 2018**

CALL TO ORDER - The meeting was called to order by Committee Chair Lynn Cullick at 5:33 p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Lynn Cullick	here		
Elizabeth Flowers	present		
Judy Gilmour	here		
Matthew Prochaska	here		
John Purcell	ABSENT		

STAFF PRESENT: Scott Koeppel, Tracy Page, Becki Rudolph

APPROVAL OF AGENDA – Motion made by Member Prochaska second by Member Gilmour to approve the agenda. **With four members voting aye, the agenda was approved.**

APPROVAL OF MINUTES – Member Flowers made a motion to approve the minutes from August 14, 2018, second by Member Prochaska. **With four members voting aye, the motion carried.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

Administrative Services – Mr. Koeppel informed the committee that he received the proposed Property, Casualty & Liability Insurance Broker contract from Alliant Mesirow today, and will send requested changes he has and will send it back to Alliant Mesirow to change, once received, he will forward to the State’s Attorney’s Office for legal review, and then to the County Board for approval in September.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

Approval for Request to Bid for SAN 2018 Proposal – Mr. Koeppel reported that this has already been approved by the committee in 2016, but the bids came back too high. Mr. Koeppel reported that they refused those bids, and are now going out for bids for a small version for the Public Safety Center. Once bid results are received, they will come back to committee before proceeding to the County Board for final approval. **There was consensus by the committee to proceed with the request RFB for SAN 2018.**

Discussion and Recommendation for Approval of the County Hiring Freeze Resolution – Member Prochaska reported that this item came from the August 21, 2018 County Board meeting, where members felt there were still too many unanswered questions,

and needed more review. Member Gilmour also stated that there was comment that Elected Officials and Department Heads have been doing, and would be able to manage this without a County policy.

Discussion on the need for such a resolution or policy, the three-month time frame noted in the resolution, when the freeze would actually take effect, and how a Department Head or Elected Official would proceed if an offer has already been extended to someone for a current opening, how to operate with some offices already short-staffed, and if there is really need for such action.

Member Prochaska made a motion to table the item until further information is received regarding the Health Insurance increases, and other budget related information, before continuing with the discussion, second by Member Gilmour. **With four members voting aye, the motion carried.**

PUBLIC COMMENT - None

QUESTIONS FROM THE MEDIA – None

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 – Member Flowers made a motion to enter into Executive Session at 5:54p.m., second by Member Prochaska.

Roll Call: Member Cullick - yes, Member Prochaska - yes, Member Gilmour - yes, Member Flowers – yes

With four members voting aye, the committee entered into Executive Session at 5:53p.m.

The committee reconvened in Open Session at 6:03p.m.

ITEMS FOR THE COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR THE COUNTY BOARD – *Approval of the Release of March 6, 2018 Executive Session Minutes*

ADJOURNMENT – Member Flowers made a motion to adjourn the meeting, second by Member Prochaska. **With four members voting aye, the meeting was adjourned at 6:05p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

01 COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, August 16, 2018

Call to Order

Committee Vice Chair Lynn Cullick called the Budget and Finance Committee meeting to order at 6:15p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Lynn Cullick	Here		
Bob Davidson	Yes		
Matt Kellogg	Yes		
Matthew Prochaska	Here		
John Purcell	ABSENT		

Staff Members Present: Scott Koepfel

Approval of Agenda – Member Davidson made a motion to approve the agenda, second by Member Prochaska. **With four members present voting aye, the agenda was approved by a vote of 4-0.**

Approval of Claims – Member Davidson made a motion to forward Approval of Supplemental Claims in an amount not to exceed \$498,586.25, and Coroner Claims in an amount not to exceed \$6,714.55 to the County Board, second by Member Kellogg. **With four members present voting aye, the claims were approved by a vote of 4-0.**

Department Head and Elected Official Reports - None

Reports from Other Committees

Facilities Management Committee – Member Davidson updated the committee on ongoing permit issues with the City of Yorkville.

Planning, Building and Zoning – Member Davidson also updated the committee on the Special Permit request for a Solar Field in Newark, and on the County’s permit request from the City of Yorkville for a Solar Field near the Courthouse.

Items of Business

- *Matthew Prochaska Discussion with Health Department concerning Health Department FY19 Benefits* – Member Prochaska informed the committee about his discussion with a Board of Health member, and a separate discussion with Dr. Tokars regarding the budget and levies. Mr. Koepfel updated the committee on past contributions made by the Health Department toward their employees IMRF, Social Security, and Insurance Benefits. Discussion on the various levies (Social Security, Health Insurance, IMRF), the transfer of contribution funds from the Health Department in previous years, and no contribution some years, and the budgeted numbers, contributions from the Health Department, Animal Control GIS, and the KC Forest Preserve, and

how the Treasurer's Office currently tracks and reconciles contributions from these entities for employee IMRF, Social Security, and Health Insurance costs on a monthly basis. Member Prochaska suggested presenting this proposal with a potential 5-year projection to the committee, and then to the Board of Health Finance committee and Health Department Executive Director for review and further discussion. There was consensus by the committee that there is need to have an Intergovernmental Agreement between the County Board and the Board of Health when, or if there is any change to the budget process and levy for the Health Department. The County Administrator was directed to meet with the Health Department Administration regarding the budget prior to the next meeting.

- *2019 Budget* – Member Cullick asked the committee if they needed to have further discussion or items to expound upon from the discussion at the Committee of the Whole meeting. Discussion on concerns from Board members, the actual percentage amount that needs to be cut in the budget, the projected health insurance increase, the projected CPI, and the proposed salary increase for non-union employees to equal salary increases for union employees.
- *Discussion and Recommendation for Approval of the County Hiring Freeze Resolution* – Member Davidson stated that this action should have been done years ago to aid in the budget process, and that this is preferable to employee lay-offs. Mr. Davidson reminded the committee that the Sheriff has been diligent in reducing his staff, and in delaying filing vacancies. Member Davidson made a motion to forward the resolution to the County Board for approval by the County Board, second by Member Prochaska. **With four members voting aye, the motion carried by a vote of 4-0.**

Public Comment – None

Questions from the Media – None

Items for the August 21, 2018 County Board Agenda

Approval of Supplemental Claims in an amount not to exceed \$498,586.25, and Coroner Claims in an amount not to exceed \$6,714.55

Approval of the Resolution establishing the County Hiring Freeze

Approval of the Finance Committee's recommendations of a two percent FY2019 budget decrease county-wide, and up to a three percent salary increase for non-union employees

Items for the August 16, 2018 Committee of the Whole Agenda - None

Executive Session – Not needed

Adjournment – Member Kellogg made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting was adjourned at 7:24p.m. by a 4-0 vote.**

Respectfully submitted,
Valarie McClain, Administrative Assistant and Recording Secretary



Wednesday, August 29, 2018 at 8:30AM
MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Elizabeth Flowers at 8:32a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Lynn Cullick		8:37a.m.	
Elizabeth Flowers	Present		9:40a.m.
Matt Kellogg	Yes		
Matthew Prochaska		8:34a.m.	
John Purcell	Aye		

With three members present, a quorum was established to conduct committee business.

Others present: Scott Koeppel, Dr. Gary Schlapp, Laura Pawson

Approval of Agenda – Motion made by Member Kellogg to approve the agenda, second by Member Purcell. **With three members in agreement, the motion carried by a vote of 3-0.**

Approval of Minutes – Motion made by Member Prochaska to approve the minutes from May 23, 2018, second by Member Kellogg. **With four members in agreement, the minutes were approved by a 4-0 vote.**

Monthly Report – Laura Pawson reviewed the census report with the committee. Written report provided for July 2018.

Available Dogs for Adoption: 0

Available Cats for Adoption: 9 (7 Cats, 2 Kittens)

Bite Report – Total: 17 dogs

Visitors viewing animals – 85

Events/News

Saturday, September 8 Pet Supplies Plus Adoption Event
 Tuesday, September 18 Volunteer Orientation
 Weekly “Pet of the Week” ad in Shaw Media Newspaper

Operations Report – Written report provided. Ms. Pawson reported they have hired a part-time Kennel Technician, and one employee was terminated this week.

Ms. Pawson informed the committee that she created a Facebook page for Animal Control to post pictures of adoptable pets, upcoming events, and opportunities for volunteering. She reported that she named the Facebook page as “Kendall County Animal Control & Shelter”. Discussion on the fact that the word “shelter” can indicate a different meaning than is actually intended. **There was consensus by the committee that the title of the page should be “Kendall County Animal Control & Adoption Center”, in hopes that citizens will be encouraged to adopt animals that are available, on making the page “open” so that anyone can follow the page without asking for Animal Control’s permission to follow the page.** Ms. Pawson and Mr. Koepfel will work with Technology to ensure that the page is more user-friendly for citizens.

Mr. Koepfel updated the committee on the citizen complaint from the August 21, 2018 County Board meeting, involving an injured cat in his neighbor’s yard. Mr. Koepfel said that the citizen report he called Animal Control and left voice messages several times, but never received a call back. After hearing nothing from Animal Control, the neighbor finally took the injured cat to a local veterinarian, who determined that the injuries were extensive, and the decision was made to euthanize the cat. The neighbor paid a discounted rate of \$106.00 for the euthanization. The man that originally called Animal Control for them to come and get the cat, feels that the County should reimburse the neighbor for all costs incurred, saying that the County Animal Control would have had to pay for the service if they had responded to his voice messages. **There was consensus by the committee to have the County Administrator to proceed with reimbursing the neighbor for the cost for the euthanization out of the Animal Control Board & Care line item.**

Accounting Report - Written report provided. Ms. Pawson stated that donations normally increase toward the end of the year, and she anticipates that will happen this year as well.

Old Business - None

New Business

- *Discussion of Migrating to Shelter Pro Software to Replace Quickbooks and Petpoint shelter Management Software* – Director Pawson briefly reviewed the proposed software with the committee. Member Cullick moved to postpone any consideration of purchasing new software to a future meeting, second by Member Kellogg.

Roll Call: Member Prochaska – yes, Member Flowers – no, Member Cullick – yes, Member Purcell – yes, Member Kellogg - yes. **With Members Cullick, Kellogg, Prochaska and Purcell voting aye, and Member Flowers voting no, the motion carried by a vote of 4-1.**

- *Discussion and Recommendation for Half Price Cat Adoption Special* – After discussion, **the committee instructed Mr. Koepfel to bring a proposed permanent policy to the next meeting for consideration.**

- *Discussion of Part-Time Starting Hourly Wage* – Director Pawson reported she has researched various stores and other facilities regarding part-time pay for Kennel Technician, and stated that the County is substantially lower in pay than those facilities in this area. Ms. Pawson would like to increase the starting salary for Part-Time employees. **The committee instructed Ms. Pawson and Mr. Koeppel to create job descriptions based on 2 tiers for part-time employees, and present at the September meeting for review and approval.**

Executive Session – Member 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, second by Member Kellogg.

Roll Call: Member Purcell – no, Member Prochaska – yes, Member Cullick – yes, Member Kellogg – yes. With Members Cullick, Kellogg and Prochaska voting aye, and Member Purcell voting no, the committee entered into Executive Session at 9:52a.m.

The committee reconvened into Open Session at 10:23a.m.

Action Items for the County Board - None

Public Comment – None

Adjournment – Member Prochaska made a motion to adjourn the meeting, second to the motion by Member Cullick. **With three members present in agreement, the meeting was adjourned at 10:26a.m.**

Respectfully Submitted,

Valarie McClain,
Administrative Assistant & Recording Clerk

ORDINANCE NUMBER 2018 - _____

**AN ORDINANCE REAUTHORIZING THE 2006 KENDALL COUNTY REVOLVING
LOAN FUND RECAPTURE STRATEGY PREVIOUSLY INSTATED BY ORDINANCE
#17-26**

WHEREAS, Kendall County, Illinois (“Kendall County”) maintains a Revolving Loan Fund (“RLF”), which was capitalized by the Illinois Department of Commerce and Economic Opportunity’s (“DCEO”) Community Development Assistance program (“CDAP”), which was, in turn, funded by the U.S. Department of Housing and Urban Development’s (“HUD”) Community Development Block Grant Program, established under the Federal Housing Community Development Act of 1974; and

WHEREAS, Kendall County adopted a RLF Strategy in October of 2006, which complied with DCEO rules and regulations and was approved by DCEO (“2006 RLF Recapture Strategy”); and

WHEREAS, on or about October 11, 2016, the DCEO notified Kendall County (“DCEO Notification”) that HUD recently recommended DCEO review and improve its administration of the RLF program and advised DCEO, per HUD Notice CPD-04-11 issued on October 27, 2004, a RLF capitalized prior to October 1, 1992 no longer holds a federal identity and, thus, may be expended in any manner deemed appropriate by the community; and

WHEREAS, The DCEO Notification further informed Kendall County that Kendall County’s RLF was last capitalized prior to October 1, 1992 and is, therefore, considered dissolved, with no further reporting to DCEO required; and

WHEREAS, the DCEO also notified Kendall County that Kendall County may use the remaining funds in the RLF in whatever manner it deems appropriate; and

WHEREAS, upon further communications, the DCEO has acknowledged that due to oversight by the State of Illinois, the DCEO Notification currently appears to conflict with Illinois Administrative Code 47, Section 110.360 (e), which requires all RLFs “remain subject to the requirements of the approved recapture strategy.” 47 Ill. Admin. Code § 110360(e) (eff. October 30, 2014).; and

WHEREAS, as of the date of adoption of this Ordinance, Kendall County has approximately a \$1,702,173.99 reserve balance in its RLF; and

WHEREAS, on November 21, 2017, the County Board authorized the 2006 RLF Recapture Strategy (**Exhibit 1**) until June 30, 2018 in Ordinance 17-26; and

WHEREAS, the Kendall County Board wishes to continue to loans funds to eligible businesses through its RLF; and

WHEREAS, the Kendall County Board also intends to remain compliant with the existing State regulation, up to and until such regulation is removed or amended by State action.

NOW, THEREFORE, BE IT ORDAINED, by this County Board of Kendall County, Illinois that:

1. This Ordinance and the 2006 RLF Recapture Strategy (**Exhibit1**) shall be in full force and effective immediately upon its adoption, as provided by law.

2. The sections, paragraphs, sentences, clauses and phrases of this Ordinance and the Strategy are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance and/or the Strategy are declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance and the Strategy.

3. This Ordinance and the 2006 Recapture Strategy may be amended or repealed only by a majority vote of the Kendall County Board members present for said vote.

Passed and adopted by the County Board of Kendall County, Illinois this _____ day of September 2018.

AYES - _____

NAYS - _____

ABSTAIN - _____

ATTEST:

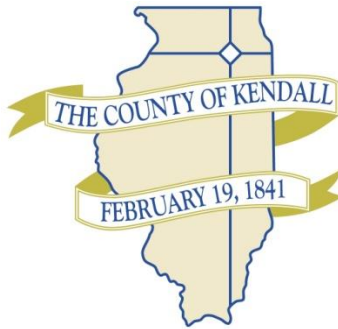
Scott R. Gryder, Chairman
Kendall County Board

Debbie Gillette, County Clerk
Kendall County, Illinois

KENDALL COUNTY ORDINANCE NO. 17-_____
EXHIBIT 1

COUNTY OF KENDALL

REVOLVING FUND PROGRAM
RECAPTURE STRATEGY



Kendall County
Office of Administrative Services
111 West Fox Street, Room 316
Yorkville, IL 60560
Phone: 630.553.4171
Fax: 630.553.4214
kendalledc@co.kendall.il.us

KENDALL COUNTY RF RECAPTURE STRATEGY

A. Revolving Fund Goals and Objectives

1. Stimulate economic growth in the County of Kendall, Illinois, by assisting with the retention and growth of the existing industrial and commercial base, providing needed equity to new start-up businesses, encouraging the development of minority and female owned businesses and providing an incentive for established businesses to relocate to the County of Kendall.
2. Assist new or existing Kendall County businesses to create and retain jobs.
3. Ensure that jobs are created or retained by business applicants benefit a minimum of 51% low-to-moderate income persons in the area.
4. Increase the County of Kendall property tax and sales base.
5. Provide businesses with the opportunity to expand.
6. Encourage and leverage loans to businesses by area private financial institutions.

B. Revolving Fund Strategy

1. Eligible use of funds
 - a. Site development/infrastructure extension costs.
 - b. Construction of new facility or additions.
 - c. Renovation of existing facilities.
 - d. Leasehold improvements.
 - e. Purchase of new or used machinery or equipment.
 - f. Working Capital
 - g. For every **\$15,000 of revolving funds provided, one full time equivalent (FTE) job should be created or retained, 51% of which must be given to individuals from low-to-moderate income households in the area.** (FTE jobs are positions consisting of a minimum of 1,950 hours worked per year).
 - h. Kendall County participation shall not exceed 30% of available RF funds or \$750,000, whichever is higher, and **shall not exceed 50% of total project financing.**
 - i. Projects of a speculative nature are ineligible for funding.
2. The geographic area served by the fund will be within the boundaries of the County of Kendall.
3. The funds will be targeted to assist existing industrial and commercial base, start up businesses, female and minority owned firms and established businesses that will relocated to Kendall County, Illinois, on a first come, first serve basis as the County

of Kendall expects to receive more applicants than available funding will cover. Applications that demonstrate the greatest potential for job creation and meeting the goals and objectives of the fund will be given the highest priority.

4. Applications will be generated by:
 - a. Sending RF information to the County's existing businesses.
 - b. Including RF information in the County's marketing package.
 - c. Provide information to municipal economic development commissions and area chamber of commerce associations to be included in their marketing information.
 - d. Staff participation in business related seminars, workshops or meetings held in the County.
 - e. Provide RF information to local chapter of NAACP, Urban League and other organizations representing minority groups and offer to speak at meetings periodically.
 - f. Provide information to area women's associations and service organizations.
 - g. Publicize approved loan projects by sending news releases to area media and holding ribbon cuttings and ground breaking ceremonies to encourage media coverage.
 - h. Area lending institutions will be provided with information about the RF and asked to inform potential borrowers of fund availability.

C. RF Management Plan

1. The County of Kendall shall appoint Kendall County Board members to the Kendall County Economic Development Commission. As needed, the Business Loan Review Committee shall consist of the Kendall County Economic Development Commission, State's Attorney, County Economic Development Director, County Treasurer and an experienced area financial institution lender. The committee shall review all applications to the revolving fund after the County Economic Development Director and a local financial institution lender have packaged the application and it is referred to the Kendall County Economic Development Commission. The Commission will meet with the applicant, meet with the representative of the participating lending institution, visit the site if necessary, negotiate terms, length, and security of loans and ensure compliance with the RF goals and objectives. A recommendation will be prepared for the County Board's review for approval or denial which will include a description of the project, project costs, and source of funds, security required, special conditions, and reasons for approval or denial. All other application information is kept confidential. The County Board will formally approve or deny the application.
2. The RF will be staffed by the County's Economic Development Director, State's Attorney and County Treasurer.
3. The loan documents, including commitment agreements, liens, title policies, security recordings, transfer tax declarations, amortization schedules and security releases, shall be obtained and completed by the State's Attorney. The County Treasurer and

Economic Development Director shall monitor repayments of the loan, job creation and/or retention reports required to be provided semi-annually until commitment is met, monitor other special conditions required by the loan and submit semi-annual reports on the status of the RF to the Department of Commerce and Economic Opportunity.

4. Delinquent Loans: When an RF payment becomes 10 days past due, the fund administrator will place a telephone call to the borrower and request payment. At 30 days past due the County will send a formal letter requesting payment. Should the payment become 45 days past due the matter will be turned over to the State's Attorney to pursue. All legal rights will be exercised by the county to reclaim funds. The County State's Attorney will be consulted during foreclosure and liquidation proceedings if events warrant.

D. Assurances

1. Not more than 10 percent of the annual revenue to the RF will be used for administration of the RF fund. Administrative expenses will be documented via receipts, bills, invoices, etc.
2. Assistance provided from the RF will result in at least 51 percent benefit to low-to-moderate income persons and these benefits will be documented by utilizing Job Training Partnership Act (JTPA) service providers, Illinois Employment and Training Centers, Workforce Investment Boards or the employee certification forms found in the RF handbook.
3. The County of Kendall agrees to report semi-annually on the status of the RF to the Department of Commerce and Economic Opportunity.
4. Any changes to the recapture strategy will be submitted to the Department of Commerce and Economic Opportunity.
5. The grantee shall agree to pursue legal remedy to recover delinquent loans. Legal action shall include that authorized by federal and state law, including, but not limited to, efforts to collect and pursue the interests of the RF through bankruptcy court.
6. A minimum leverage ratio of \$1 non-CDAP funds to \$1 CDAP RF funds must be obtained for each project. RF funds may not comprise more than 50% of the financing for any project.
7. The grantee shall assure that environmental reviews will be completed for each project funded, as well as prevailing wages paid if applicable.

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, August 20, 2018
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 8:30a.m.

ROLL CALL

Committee Members Present: Matthew Prochaska – here, Judy Gilmour – here, Member Flowers - present

Member Purcell arrived at 8:35a.m., and left the meeting at 9:01a.m.

Member Giles was Absent

Others Present: Megan Andrews, KC Soil & Water District Resource Conservationist, Matt Asselmeier, Terri Olson, Community Health Director, Dr. Amaal Tokars, Kendall County Health Department Executive Director

APPROVAL OF AGENDA – Member Prochaska made a motion to approve the agenda, second by Member Flowers. **With three members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Flowers made a motion to approve the meeting minutes from July 16, 2018, second by Member Prochaska. **With three members present voting aye, the motion carried.**

STATUS REPORTS

- **Board of Health** – The Board of Health will meet on Tuesday, August 21st. Dr. Tokars briefed the committee on the combined meeting between the Board of Health and the County Board on July 17, 2018, saying the meeting began with a presentation on the federal perspective of what’s happening with the Opioid Epidemic by Douglas Obrien, the Regional Director of the United States Department of Health & Human Services. Dr. Tokars also gave a brief presentation on the Community Assets matrix specific to County work, followed by a dialogue based on what’s happening in the County, around Dr. Tokar’s presentation.
- **Health Department** – Dr. Tokars updated the committee on the synthetic Cannabinoids (K2 and P2), and the side effects including internal bleeding, death, increased desire for stronger drugs, increased dependency and addiction, the new Illinois public law in effect, and a short list of “designer” drugs or synthetic Cathinones.

Zika Update – Dr. Tokars reported that it has now been discovered that one in seven babies born to a mother infected with the Zika virus are diagnosed with neurological issues within

the first five years of their lives. But, Dr. Tokars also reported that the increased measures of controlling mosquitos, and educating the public on the disease, especially in the southern states, has assisted in the decreased numbers of Zika cases in the United States.

Terri Olson, Director of Community Health provided information on the safe disposal of medications, and the Drug Enforcement Agency's National TakeBack Initiative. Ms. Olson stated that 1 in 4 teens has misused or abused prescription drugs, that most get the drugs from their parents or grandparents medicine cabinets, and most affected are small children through adults aged 28.

Ms. Olson briefed the committee on outdated or unused drug disposal options, and safe used Sharps (needles, syringes, lancets, auto injectors, infusion sets, and connection needles/sets) Disposal.

Ms. Olson also briefed the committee on the DEA National Takeback Awareness Day on October 27, 2018, and County drop-off points for used medications.

- **Kendall County Soil and Water District** – Megan Andrews provided an update on new employee, Hannah Weaver and her new ideas in the AG in the Classroom program, the AG in the Classroom fundraiser held recently at a local golf course, and their participation at the Kendall County Fair.

Ms. Andrews also provided information on soil health, and educating local farmers and landowners about building organic matter into the soil, testing the soil at least once every 4-years, the no-till farming practice (farming that utilizes the crop residue to blanket the soil surface to protect it from the forces of intense rainfall and summer heat), cover crops (a green, protective blanket through the winter months or fallow times), and ways to improve soil health.

- **Water Related Groups** – Matt Asselmeier stated the NWPA is currently working on a regional level on sustainable salting programs with large malls, parking lots, strip malls, on managing and educate property managers on sensible salting practices to avoid increased salt in local streams, wells, groundwater, etc.

On a local level, NWPA is still tracking the ground water level, their data is somewhat subjective on thresholds, water entry when the water enters an area vertically, so when it rains, they aren't tracking the horizontal flow of water. They also base their data with CMAP in the use of industrial wells, and the current pull of water from aquifers. Pete Wallers is scheduled to address these issues in the County at the September Committee of the Whole meeting.

OLD BUSINESS – None

NEW BUSINESS - None

CHAIRMAN’S REPORT – Member Gilmour reminded the committee that the meetings will return to the regular meeting time of 3:00p.m. beginning on September 17, 2018.

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

COUNTY BOARD ACTION ITEMS - None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Flowers. **With no objections, the meeting was adjourned at 9:26a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk