Meeting Agenda

1. Pledge of Allegiance to the American Flag
2. Roll Call: John Purcell, Matthew Prochaska (Chair), Scott Gryder (Vice Chair), Bob Davidson, Judy Gilmour
3. Approval of the Agenda
4. Approval of the February 8, 2016 Meeting Minutes
5. Public Comment
6. Ken Com Report
7. Coroner’s Report
8. EMA Report
9. Sheriff’s Report
   a. Records Division
   b. Corrections Division
   c. Operations Division
10. Old Business
11. New Business
   ➢ Approval of RFP for Jail Food Service
   ➢ Approval of Accurate Controls Maintenance and Service Agreement
   ➢ Energy Efficiency and Public Safety Center Presentation – Leopardo Companies, Inc.
12. Executive Session
13. Public Comment
14. Adjournment
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance.

Committee Members Present: Matthew Prochaska – here, John Purcell – yes, Scott Gryder – present, Bob Davidson - yes. With all members present voting ave, a quorum was determined to conduct business.

Member Gilmour arrived at 5:33 p.m.

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, EMA Director Joe Gillespie, Jim Smiley

Approval of the Agenda – Member Gryder made a motion to approve the agenda, second by Member Davidson. With all in agreement, the motion carried.

Approval of Minutes – Member Davidson made a motion to approve the December 14, 2015 meeting minutes, second by Member Gryder. With all in agreement, the motion carried.

Public Comment – None

Ken Com Report – As submitted. Member Purcell reported the January 2016 calls were down, and the Sheriff’s calls were down as well. Member Purcell asked if that was due to the weather. Chief Deputy Koster stated that he would concur that the decrease was probably due to the weather, and less need for response to vehicular accidents by deputies.

Coroner’s Report – As submitted

EMA Report – Director Gillespie reported:

- Director Gillespie conducted the EMA Business Meeting to discuss upcoming events
- Director Gillespie submitted quarterly grant documentation for the EMA grant. Director Gillespie reported that they are not currently receiving grant funds for the nuclear portion of the EMA grant.
- Director Gillespie informed the committee of the March 3, 2016 Basic Severe Weather Spotter Class to be held at Oswego Fire Station One, from 7:00-9:00 p.m., and said there is no cost to attend the class.

Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month
Sheriff's Report

➢ RECORDS DIVISION – Undersheriff Martin provided statistics for the month of January:

Sheriff Sales
51 Sales Scheduled 27 Sales Cancelled 24 Sales Conducted

Civil Paperwork
130 Papers Served 0 Replevins 125 Subpoena/FOIA Requests

Warrants
1,802 on file 131 New Warrants Issued
95 Warrants Served 16 Warrants Quashed

Evictions
20 Scheduled 8 Cancelled 12 Conducted

Fees - Total $13,355.84 received January 2016
$3,458.50 Civil Process $9,300.00 Sheriff Sales
$145.00 Records/Fingerprinting $452.34 Bond Processing

Human Resources
0 Terminations 2 Resignations (Retirements) 0 New Hires
108 Sworn Personnel 1 New Worker’s Comp 1 Squad Damage

➢ CORRECTIONS DIVISION – Undersheriff Martin provided the following statistics for the month of January:

Jail Population
256 New Intake Bookings 246 Inmates Released 118 Average Daily Pop

Food Service/Medical Management
10,215 meals prepared at $.104 per meal Total medical billing $33,349.70

Inmate Transports - 214 Total Inmate Transports
111 To/From County Courthouse 10 Other County Court Transports
35 Out of County Prisoner Pickups 9 to I.D.O.C.
7 Medical/Dental Transports 1 Court Ordered Medical Transport
11 Federal Transports 30 Juvenile To/From Youth Homes/Courts

Out of County Housing
42 Inmates Housed/Other Jurisdictions $50,460.00 Invoiced/Other Jurisdictions

Federal Inmates
11 Federal Inmates Housed $25,200.00 Invoiced for Housing
$3,102.08 Invoiced for Court Transport $565.18 Invoiced for Medical Transport

Outstanding FTA Fees $0.00
Sex Offender/Violent Offenders Against Youth Registrations
12 Sex Offender Registrations
10 Sex Offender Verifications Completed
29 Sex Offender Verifications Attempted
1 Violent Offenders Against Youth Registrations
0 Violent Offenders Address Verification Completed
4 Violent Offenders Address Verification Attempted

> OPERATIONS DIVISION – Chief Deputy Koster reported the following statistics for the month of January:

**Police Services**
563 Calls for Service  320 Police Reports  135 Arrests

**Traffic Services**
743 Traffic Contacts  318 Traffic Citations Issued
5 DUI Arrests  1 Zero Tolerance

**Traffic Crash Investigations - 49 Total Crash Investigations**
42 Property Damage  7 Personal Injury Accidents  0 Fatalities

**Vehicle Usage**
64,274.00 Total Miles Driven  $1,866.78 Vehicle Maintenance Expenditures
$8,105.00 Fuel Expenditures  4,927 Fuel Gallons Purchased

**Auxiliary Deputies - 20.5 Total Auxiliary Hours**
3 Training/Meeting Hours  12 Ride-A-Long Hours
5.5 Auxiliary Hours

**Evidence/Property Room**
105 New Items into Property Room  35 Disposal Orders Processed
30 Items Disposed Of  20 DVD/VHS Copy Requests
11 Items Sent to Crime Lab  2 Items Processed by Evidence Custodian

**Court Security Division**
14,847 Entries  6,848 Items X-Rayed
47 Bond Calls  88 Items of Contraband Refused
30 Arrests made at Courthouse

**Investigation/COPS Activities**
37 Total Cases Assigned  30 Total Cases Closed
80 Current Open Cases  15 Community Policing Meetings/Presentations
KSCO TRAINING
0 Classes Cancelled due to State Budget Crisis  2015 Training All Divisions: 690 Hours

Corrections Division – 262.5 Total Hours (Medical Marijuana, Ethics/Cultural Diversity, U.S. Marshals Training, Staff and Command, Training Specialist Course, FTO School, BAO Re-certification, How Law Enforcement Career/Family Life)

Operations Division - 755.5 Total Hours (SLEA, Medical Marijuana, Ethics/Cultural Diversity, First Line Supervisory School, Staff and Command, Coordinating the Community Response, Illinois Liquor Control Commission, Search and Seizure Course, LEADS Certification, States Attorney Key Date Training)

Court Security - 12 Total Hours (U.S. Marshals Training)

Corrections/Operations Combined – 40 Total Hours (SRT)

Records Division - 0 Total Hours

Auxiliary - 6 Total Hours (Medical Marijuana)

Old Business

➢ Card Access Project - Deputy Commander Gillespie reported that he is approximately halfway through the rebuilding process of the card access system, and hopes to complete the project by the end of February.

New Business

➢ Food Service Management – Undersheriff Martin reported that current Food Service Manager Trebor is retiring on July 6, 2016. The Sheriff said they have begun researching outside food service options for jail inmates, and one proposal is currently being reviewed by the State’s Attorney’s Office. The Sheriff will continue to update the committee on the process, and prepare a draft RFP for the committee’s review and present for County Board approval, possibly in March.

Executive Session – None needed

Public Comment – None

Action Items for County Board - None

Adjournment – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting. With all in agreement, the meeting adjourned at 6:17 p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

Kendall County Public Safety Committee Meeting Minutes  February 8, 2016
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| Percentage                        |        |        |        |        |        |        |        |        |        |        |        |        |
|-----------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|        |
| % of Police calls to total        | 87%    | 88%    | 89%    | 89%    | 89%    | 89%    | 89%    | 88%    | 88%    | 89%    | 88%    | 87%    | 87%    |
| % of Fire/EMS to total            | 13%    | 12%    | 11%    | 11%    | 11%    | 11%    | 11%    | 12%    | 12%    | 11%    | 12%    | 13%    | 13%    |

| Increase or ( ) decrease in year  | -196   | -44    | -240   |        |        |        |        |        |        |        |        |        |
|                                   | -2.6%  | -4.0%  | -2.8%  |        |        |        |        |        |        |        |        |        |

**Note:** Chart on right is data for last 5 years
## KenCom Public Safety Dispatch Center
### Police, Fire and EMS Activity Report
#### February 2015 through February 2016

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| **Oswego Fire/EMS**                  | 366    | 404    | 384    | 397    | 389     | 370     | 401    | 377     | 386    | 408    | 428    | 399    | 354    |
| **Bristol Kendall Fire /EMS**         | 203    | 218    | 234    | 219    | 227     | 251     | 237    | 224     | 223    | 236    | 212    | 228    | 222    |
| **Little Rock Fox Fire/EMS**          | 121    | 125    | 108    | 118    | 143     | 120     | 119    | 123     | 132    | 98     | 121    | 131    | 107    |
| **Newark Fire/EMS**                   | 18     | 21     | 37     | 14     | 26      | 35      | 35     | 31      | 23     | 28     | 31     | 19     | 18     |
| **Lisbon/Seward Fire**                | 7      | 14     | 23     | 14     | 10      | 13      | 16     | 11      | 18     | 9      | 4      | 12     | 7      |
| **Sandwich Fire**                     | 104    | 92     | 87     | 95     | 102     | 108     | 99     | 132     | 128    | 114    | 133    | 126    | 129    |
| **Aurora Township Fire**              | 44     | 56     | 45     | 62     | 62      | 69      | 54     | 62      | 49     | 53     | 49     | 60     | 44     |
| **Montgomery/Countryside Fire**       | 77     | 76     | 100    | 93     | 93      | 82      | 91     | 76      | 94     | 87     | 91     | 78     | 82     |
| **Total Fire & EMS Incidents**        | 940    | 1006   | 1018   | 1012   | 1042    | 1048    | 1052   | 1036    | 1053   | 1033   | 1069   | 1053   | 963    |

| **Total Police, Fire & EMS**          | 7689   | 9330   | 8882   | 9448   | 9310    | 9728    | 9030   | 8787    | 9274   | 8273   | 8118   | 8282   | 7993   |

| **% of Police calls to total**         | 88%    | 89%    | 89%    | 89%    | 89%     | 89%     | 88%    | 89%     | 88%    | 87%    | 88%    | 87%    | 88%    |
| **% of Fire/EMS to total**             | 12%    | 11%    | 11%    | 11%    | 11%     | 11%     | 12%    | 11%     | 12%    | 13%    | 13%    | 13%    | 12%    |

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</table>

Total calls for all departments 11219
Total 9-1-1 Calls 2679
Cell 9-1-1 Calls = 74% of all 9-1-1 calls
# KENDALL COUNTY CORONER

## February 2016 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
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<td>Sunday, January 31, 2016</td>
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<td>Monday, February 22, 2016</td>
<td>1602065*</td>
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<td>Monday, February 22, 2016</td>
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<td>2:02 PM</td>
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<td>Tuesday, February 23, 2016</td>
<td>1602067*</td>
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<td>Assisted Living</td>
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* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 61%

## Statistics:

**FY 2016 Statistics**

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<th>Stats for Same Period in FY 2015</th>
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<td>2015 Total Deaths.....</td>
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<td>Toxicology Samples.</td>
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<td>Cremation Permits...</td>
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**Coroner's Office Personnel Update:**

* Coroner Toftoy provided New Hire Orientation for a new Kendall County Sheriff’s Office Deputy on February 2, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation to the Law Enforcement Class at Oswego High School on February 17, 2016.

* Deputy Coroner Jacquie Purcell provided a morgue tour for the Law Enforcement Class from Oswego High School on February 19, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation to the Advanced Health/Health Careers Class at Oswego East High School on February 25, 2016.
EMR Report

February 2016

1. Hosted in EOC Volunteer and Donations Management on 02/08
2. Hosted in EOC Volunteer Reception Center Management on 02/09 - 02/10
3. Hosted ICS 300 on 02/09 - 02/10
4. Hosted ICS 400 on 02/23 - 02/24
5. Prepared for Weather Spotter Seminar on 03/03, 150 attendees registered
6. Conf. Call regarding the IPRA Grant
7. Continued with siren testing on the first Tuesday morning of the month
8. Continued with STARCOM testing first Tuesday morning of the month
9. Continued with WSPY EAS testing first Tuesday morning of the month
KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT

February

2016
**OPERATIONS DIVISION**

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<tr>
<th>POLICE SERVICES</th>
<th>February-15</th>
<th>February-16</th>
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<td>Calls for Service</td>
<td>626</td>
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<td>Police Reports</td>
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<td>Total Arrests</td>
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<td>Medical/Dental Transports</td>
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<tr>
<td>Court ordered medical transports</td>
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<td>Juvenile To and From Youth Homes/Courts</td>
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<td>19</td>
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<td>Sales Conducted</td>
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### SUBPOENA/FOIA REQUESTS

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<td>Background Checks</td>
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<td>Incidents</td>
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### WARRANTS

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<td>Warrants Quashed</td>
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### EVICTIONS

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<tr>
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### FEES

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### KCSO TRAINING

**CORRECTIONS DIVISION**

**NATURE OF TRAINING**

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<th>Training Type</th>
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<tbody>
<tr>
<td>Acting Officer In Charge</td>
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<td>FTO School</td>
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<td>Corrections Academy</td>
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<tr>
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<tr>
<td>Blood Borne Pathogens</td>
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<td></td>
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<tr>
<td>Staff and Command</td>
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**TOTAL HOURS**

412.5
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<tr>
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<tr>
<td><strong>OPERATIONS DIVISION</strong></td>
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<td>ARIDE</td>
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<tr>
<td>Imprimus ET</td>
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<td><strong>TOTAL HOURS</strong></td>
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<td><strong>CORRECTIONS/OPERATIONS COMBINED</strong></td>
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<tr>
<td>Squad Damage Reports</td>
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Kendall County Sheriff's Office
Request for Proposals
to provide
Food Service for the Kendall County Jail

at the
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560
PROJECT OVERVIEW

Kendall County and the Kendall County Sheriff's Office ("KCSO") hereinafter collectively referred to as "County," is requesting proposals for the retention of a food service management firm to provide all necessary food, labor, and supplies for Kendall County Jail ("Facility"). This proposal is for a high quality and cost effective food service system. The successful vendor will be responsible for procuring food, preparing food, maintaining supplies and inventory, and staffing all administrative and operational functions described herein. The successful vendor will be able to provide food services, consisting of three (3) meals each day of the year, two of which will be hot meals, for approximately 140 inmates. The vendor will also make provisions for a medically approved/necessary special meals and snack program to meet special needs requirements.

DEFINITIONS

RFP: Request for Proposal.

County: The collective reference to Kendall County and the Kendall County Sheriff’s Office.

KCSO: Kendall County Sheriff’s Office.

Vendor: Party submitting a proposal to County under this Request for Proposal.

Agreement: The document formalizing the contractual relationship between the successful Vendor and the County, resulting from the RFP.

Contractor: The successful Vendor that enters into the contractual relationship with the County.

Facility: The Kendall County Jail, including the kitchen facilities.

Capital Equipment: Equipment that is used to prepare, store, cook, or deliver food, identified in Appendix A and attached and incorporated herein.

Jail Administrator: The Jail Administrator is the corrections Commander and is responsible for all of the operations that take place in the Jail.

ADP: Average Daily Population

INSTRUCTION TO VENDORS

General Description: County is requesting sealed proposals to provide inmate food services for the inmates housed in the Facility, located at 1102 Cornell Lane Yorkville, IL 60560.
Questions concerning this RFP:

All questions should be directed to: Commander Sabrina D. Jennings
Kendall County Sheriff’s Office
1102 Cornell Lane
Yorkville, IL 60560
(630) 553-7500 x1104
sjennings@co.kendall.il.us

All replies will be issued to all Vendors of record in writing and will become part of the Agreement. Questions will not be answered orally. All questions must be submitted at least seven business days prior to the submittal deadline.

Pre-bid Conference and Facility Tour

A mandatory pre-bid conference and Facility Tour is scheduled for ____________, 2016 at _______ CST. Any Vendor who does not attend the pre-bid conference and Facility tour will be disqualified from consideration for this project. At the Facility Tour, the Vendor must review the Capital Equipment identified Appendix A to insure that the Capital Equipment is sufficient to perform all work as proposed.

Submission of Proposals

All Vendors must submit one original and two copies of their proposal in a sealed package plainly marked in the lower left-hand corner “Food Services Proposal.” Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The proposal must be addressed to: Commander Sabrina D. Jennings
Kendall County Sheriff’s Office
1120 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than ____________, 2016 (“Due Date”). Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County’s request, the Vendor(s) agrees to an extension.

Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on ____________, 2016 at _________ CST in the KCSO. Proposals will be evaluated and an award, if any, will be made to the lowest responsible bidder.
Reserved Rights: County reserve the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVE THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY’S OPINION, OFFERS THE BEST PROGRAM OF SERVICES.

Property of the County: The Vendor acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Vendor acknowledges that the County’s decision is final, binding, and conclusive upon the Vendor for all purposes.

Award Criteria: In determining the lowest responsible Vendor the County will consider the following criteria:

- Quality, organization, clarity, and thoroughness of the proposal
- Quality and quantity of the inmate food services to be rendered
- Qualifications and experience of the Vendor and key personnel
- Understanding of the project and the uniqueness of the Facility’s needs
- Overall satisfaction of current and former clients
- Ability of the Vendor to begin services on an agreed upon date
- Reasonableness of the cost proposal
- Any exceptions or conditions the Vendor sets forth in their proposal

Execution of Agreement: The accepted Vendor shall assist and cooperate with the County and the KCSO in preparing the Agreement, and within ten (10) business days of receiving the agreement shall execute same and return it to the KCSO. The Agreement shall substantially comply with the agreement attached as Appendix B. Each Vendor shall be prepared, upon written notice of bid acceptance, to commence work within ____ days of the execution of the Agreement.

Compliance with RFP: Proposals that fail to comply with this RFP may be disqualified from consideration.

Mandatory Proposal Requirements:

Proposals for this project must contain the following information and be organized in the sequence identified below. Any supporting documentation should be included after the required information. All costs incurred in replying to this RFP are the responsibility of Vendor.

1. Vendor Information: Vendor name, primary contact, address, telephone number, facsimile, email, key personnel, and a brief history of the Vendor.
2. **Narrative:** Narrative statement explaining why the Vendor is especially qualified to undertake this project.

3. **Resumes:** Resumes of key personnel who will oversee this project.

4. **Statement of Food Handling:** A statement detailing how Vendor will provide for the correct handling, prompt storage, and/or rotation of food items, and how the Vendor will respond to issues that may occur with regard to food items purchased, including but not limited to food items ordered but not received or food items that are no longer fit for consumption when received.

5. **Transition Plan:** A detailed plan for transitioning the Facility from its current food service program to Vendor's food service program.

6. **Menus:** Sample menus to be served for a period of at least four (4) weeks, including a nutritional analysis of submitted menus and nutrition Compliance Statement, approved by a Registered Dietitian.

7. **Staff Recruitment:** An explanation of Vendor's method for recruiting and hiring staff for the Facility; attaching job descriptions as well as a copy of the Vendor's policy covering Equal Employment Opportunity practices.

8. **Education and Training:** An explanation as to how Vendor will provide continuing education and training for its employees and agents, the Facility's inmates, and the Facility's staff.

9. **References:** A list of at least three (3) of the Vendor's current clients with an ADP similar to that of this project, including the facility's name, ADP, primary contact's name and title, address, telephone number, and email.

10. **Scope of Services:** The proposal must address all items listed in the Scope of Services section.

**OBJECTIVE**

A. To select a professional food service management firm to provide food service for the Facility.

B. To collect information necessary for the evaluation of competitive proposals submitted by qualified proposers.

C. To provide for a fair and objective evaluation of proposals.

D. To obtain an Agreement with the successful Vendor that will meet the following objectives:
1) To deliver high quality food service that meets or exceeds the standard of the American Correctional Association Core Standards and Illinois County Jail Standards, and provides wholesome, healthy meals with caloric content of at least 2,400 calories per day.

2) To operate the food service program at a staffing level that is appropriate to accomplish the tasks contained herein.

3) To operate, in a cost effective manner, as an Independent Contractor, accountable to the Jail Administrator or his/her designee.

4) To maintain a cooperative collaborative relationship with the administration and staff of County.

5) To maintain complete and accurate records of meals served and billings for the purpose of providing a monthly report to the Jail Administrator.

SCOPE OF SERVICES

The successful Vendor that enters into an agreement with the County ("Contractor") will be expected to provide the following services as part of the food service management program:

OPERATIONAL RESPONSIBILITIES

A. Services:

Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.

Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.

All menus shall be reviewed and approved by the Contractor’s Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.

Contractor shall maintain detailed records of all meals served.

Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.
No food extenders or filler will be used.

Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.

Contractor shall provide sack meals as requested.

Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

Special meals for medical, religious, or safety issues are included in the Agreement pricing.

The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee’s meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.

Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.

Contractor will provide food and meals, as necessary, in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.

Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO’s emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO’s emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor’s employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.
B. *Food Preparation Standards:*

Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.

Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.

Contractor will cause the food to be plated or trayed in an eye-pleasing manner.

Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.

Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean, and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.

Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.

Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.

Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. *Employees/Inmate Labor*

Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.

All inmate workers will be trained and carefully supervised by Contractor’s employees.

Contractor’s employees shall hold appropriate licenses and certifications required for
this type of food service.

Contractors shall be responsible for any damage by its employees or agents, or damage done by an inmate worker due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security.

KCSO will, at all times, be responsible for the physical security of the Facility and the continuing security of the inmates.

Contractor’s employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.

Contractor’s employees and agents will follow security procedures established by County and will take direction from the KCSO correctional staff in an emergency situation.

E. Grievances. Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

EQUIPMENT AND FACILITIES

A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.

B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.

C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in Appendix C.

D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment, which the County placed within the Facility.

E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be
biodegradable or recycleable. Polystyrene is not acceptable.

F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County-owned equipment.

G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.

H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.

I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.
AGREEMENT FOR FOOD SERVICES AT THE KENDALL COUNTY JAIL

Now comes ___________, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this ____ day of ________________, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

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, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated ______, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

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

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

2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.

3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious
wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

A. The American Correctional Association,
B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
C. The State of Illinois.

4. TERM: The initial term of this Agreement shall be from the ____ day of ____ 2016 through and including the ____ day of ____________, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.

5. PRICES: Pricing shall be set at $ ____ per meal for the first one year term of this Agreement.

6. ANNUAL PRICE ADJUSTMENTS: If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.

7. PROMPT PAYMENT: Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).

8. OPERATIONAL RESPONSIBILITIES

A. Services: Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
   i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
   ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
   iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of
iv. Contractor shall maintain detailed records of all meals served.

v. Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

vi. No food extenders or filler will be used.

vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.

ix. Contractor shall provide sack meals as requested.

x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.

xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee’s meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.

xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.

xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.

xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO’s emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO’s emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor’s employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.
B. Food Preparation Standards:
   i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
   ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
   iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
   iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
   v. Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
   vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
   vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
   viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor
   i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
   ii. All inmate labor will be trained and carefully supervised by Contractor’s employees.
   iii. Contractors employees shall hold appropriate licenses and certifications required for this type of food service.
   iv. Contractors shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security:
i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.

ii. Contractor’s employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.

iii. Contractor’s employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.

E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES

A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.

B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.

C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.

D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.

E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.

F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor’s employees or agents. The County will provide preventative maintenance and repair service on all County owned equipment.
G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.

H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.

I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. **NOTICE**. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County:  
Kendall County Sheriff's Office,  
Attention: Sheriff Dwight Baird,  
Kendall County Public Safety Center,  
1102 Cornell Lane,  
Yorkville, Illinois, 60560,  
fax (630) 553-4379,

with copy sent to:  
Kendall County State’s Attorney,  
807 John Street,  
Yorkville, Illinois, 60560,  
fax (630) 553-4204.

Notice to Contractor:  


Fax:

11. **TERMINATION**: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the

6 of 12
County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. **WARRANTIES.** All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.

13. **ASSIGNMENT.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. **FORCE MAJEURE.** Neither party will 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, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with
all reasonable dispatch.

15. BACKGROUND CHECKS/SECURITY. Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor’s consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and in County’s sole discretion, may require Contractor and/or Contractor’s employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor’s employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION. Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County’s own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents, Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State’s Attorney and appointed a Special Assistant State’s Attorney. County’s and the Kendall County Public Building Commission’s participation in their defense shall
not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.

17. **INSURANCE.** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident and $2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers’ compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.

18. **PRISON RAPE ELIMINATION ACT OF 2003 (PREA).** Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.

19. **REMEDIES.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If 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, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

20. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that
Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor’s officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor’s officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor’s officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor’s officers, employees and agents. Contractor hereby agrees to defend with counsel of County’s own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION. Contractor certifies that Contractor, 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).

Contractor further certifies by signing the Contract documents that Contractor, 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 Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor’s own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before
specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors, within a reasonable time or as directed by the County.

23. NON-DISCRIMINATION. Contractor, 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.

24. AUTHORITY TO EXECUTE AGREEMENT. County and Contractor 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.

25. CHOICE OF LAW AND VENUE. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. TAXES. Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.

27. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

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

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

The vendor TBA

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Kendall County Clerk

Kendall County Sheriff

Date

Date

Date

Date
Appendix- A (Capital Equipment)

1. Stove top W/oven six (6) burner
2. Convection oven
3. Hobart mixer
4. Three station wash sinks
5. Hoshizaki ice machine
6. Ecolab dishwasher W/ heater element
7. Garbage disposal #1
8. Garbage disposal #2
9. Walk-in freezer and cooler combo
10. Steam table six (6) station
11. Fryer # 1
12. Fryer # 2
13. Grill/stove top W/ 2 ovens and 4 burners
14. Food tray cart three (3) door, we have four (4) of them
STOVE TOP W/OVEN six (6) burner
HOBART MIXER
3 station wash sinks
STEAM TABLE six (6) station
GRILL/STOVE TOP W/2 OVENS
FOOD TRAY CART / 3 door we have 4 of them
APPENDIX B

AGREEMENT FOR FOOD SERVICES AT THE KENDALL COUNTY JAIL

Now comes ____________, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff’s Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this _____ day of ________________, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

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, County seeks to obtain food services at the Facility (“Services”) and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff’s Office Request for Proposals to Provide Food Services for Kendall County Jail, dated ______, 2016, (“RFP”), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

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

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

2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.
3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

A. The American Correctional Association,
B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
C. The State of Illinois.

4. TERM: The initial term of this Agreement shall be from the ____ day of _____ 2016 through and including the ____ day of ____________, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.

5. PRICES: Pricing shall be set at $ ____ per meal for the first one year term of this Agreement.

6. ANNUAL PRICE ADJUSTMENTS: If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.

7. PROMPT PAYMENT: Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).

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   ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
   iii. All menus shall be reviewed and approved by the Contractor’s Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States
Department of Agriculture, and the United States Department of Health and Human Services.

iv. Contractor shall maintain detailed records of all meals served.

v. Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

vi. No food extenders or filler will be used.

vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.

ix. Contractor shall provide sack meals as requested.

x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

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xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee’s meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.

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xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.

xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO’s emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO’s emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor’s employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the
County for employee meals.

B. Food Preparation Standards:
   i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
   ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
   iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
   iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
   v. Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
   vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
   vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
   viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor
   i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
   ii. All inmate labor will be trained and carefully supervised by Contractor’s employees.
   iii. Contractors employees shall hold appropriate licenses and certifications required for this type of food service.
   iv. Contractors shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.
D. Security:
   i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
   ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
   iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.

E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES

A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.

B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.

C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.

D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.

E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.

F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor’s employees or agents. The County will provide preventative maintenance and repair service on all
County owned equipment.

G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.

H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.

I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff’s Office, Attention: Sheriff Dwight Baird, Kendall County Public Safety Center, 1102 Cornell Lane, Yorkville, Illinois, 60560, fax (630) 553-4379,

with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

Notice to Contractor:

Fax:

11. TERMINATION: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of
such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. **WARRANTIES.** All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures’ and equipment suppliers’ specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.

13. **ASSIGNMENT.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. **FORCE MAJEURE.** Neither party will 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, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event.
The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

15. **BACKGROUND CHECKS/SECURITY.** Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor’s consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and in County’s sole discretion, may require Contractor and/or Contractor’s employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor’s employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. **HOLD HARMLESS / INDEMNIFICATION.** Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County’s own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents, Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State’s Attorney and appointed a Special Assistant State’s Attorney. County’s and the
Kendall County Public Building Commission’s participation in their defense shall not remove Contractor’s duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.

17. **INSURANCE.** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident and $2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.

18. **PRISON RAPE ELIMINATION ACT OF 2003 (PREA).** Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.

19. **REMEDIES.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If 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, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

20. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of,
agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor’s officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor’s officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor’s officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor’s officers, employees and agents. Contractor hereby agrees to defend with counsel of County’s own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION. Contractor certifies that Contractor, 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)

Contractor further certifies by signing the Contract documents that Contractor, 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 Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor’s own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable
extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors, within a reasonable time or as directed by the County.

23. **NON-DISCRIMINATION.** Contractor, 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.

24. **AUTHORITY TO EXECUTE AGREEMENT.** County and Contractor 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.

25. **CHOICE OF LAW AND VENUE.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. **TAXES.** Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. **KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER:** xxxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.

27. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

28. **COUNTERPARTS.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

The vendor TBA

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Kendall County Clerk

Kendall County Sheriff
Appendix - C (Kitchen, pots, pans, equipment and utensils)

1. ladles (1) ea 3oz., 6oz., 32oz.
2. scrapers (2)
3. wire whip (2)
4. tongs (4)
5. brushes (2)
6. serving spoons (6)
7. turner (2)
8. stainless steel bowels 2qt (4) 4qt (3)
9. full sheet pans (15)
10. half sheet pans (4)
11. full sheet pans 3’ deep (4)
12. stock pot w/ lids (3)
13. fry pans 14” (2)
14. 15qt pots w/ lids (3)
15. 24qt pots w/ lids (2)
16. drink coolers (4)
17. two handle colander (1)
18. hand held strainer (1)
19. can opener (1)
20. four slice toaster (1)
21. steam table covers (11)
22. steam table pans full size (12)
23. steam table pans half size (8)
24. cutting board (2)
25. microwave oven (2)
26. inmate spoons (500)
27. inmate food trays (250)
MAINTENANCE AND SERVICE AGREEMENT
(Security Automation Systems)

THIS AGREEMENT executed on this the ____ day _________ of , 2016 , but agreed to be effective from and after the 28th day of January, 2016 , by and between Kendall County, Kendall County Sheriff’s Office (hereinafter “Client”), and ACCURATE CONTROLS, INC., (hereinafter “ACI”). NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services
ACI agrees to perform maintenance services for the Security Automation Systems, installed by ACI, at the Client’s facility located at 1102 Cornell Lane, Yorkville, IL 60560. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the owner provide an internet link for remote access so we can better support your facility.

BRONZE PLAN:
Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual maintenance visit. Annual maintenance visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled maintenance date shall be determined at the beginning of the Agreement.

<table>
<thead>
<tr>
<th></th>
<th>Typical</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ ANNUAL FEE (for 1 year Agreement):</td>
<td>$7,202.68</td>
<td>$4,861.00</td>
</tr>
<tr>
<td>☐ TWO YEAR FEE* (for 2 year Agreement):</td>
<td>$14,117.25</td>
<td>$9,528.34</td>
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<tr>
<td>☐ THREE YEAR FEE* (for 3 year Agreement):</td>
<td>$20,527.64</td>
<td>$13,854.99</td>
</tr>
</tbody>
</table>

*The two year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.

Any additional visits made by Accurate Controls’ maintenance staff will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the Agreement.

Option #2: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twenty-four (24) months from the effective start date of the Agreement.

Option #3: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of thirty-six (36) months from the effective start date of the Agreement.

Maintenance and Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Maintenance and Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Maintenance and Service Agreement via the use of a signed purchase order from the facility. Terms and conditions of the existing Maintenance and Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order.
SECTION 3 – Payment Terms

3.1 ACI’s payment terms shall be as follows:
   a. ACI’s payment terms shall be as follows: All payments to ACI shall be made in compliance with Illinois Local Government Prompt Payment Act. 50ILCS 505/1, et seq.
   b. Agreement billing shall be as follows:
      1. 1 Year Plan: Shall be billed in full at initiation of contract or 12 equal payments. Select Plan.
         ☑ One Invoice, payment in full
         ☐ Monthly Invoices
      2. 2 Year Plan: Shall be billed in two installments. First installment, equal to 50% of the total Agreement amount, billed at initiation of Agreement and final installment equal to 50% of the total Agreement, billed one year from date of first billing. Twenty-four monthly invoice option also available. Select Plan.
         ☐ Two Invoices
         ☐ Monthly Invoices
      3. 3 Year Plan: Shall be billed in three installments. First installment, equal to 45% of the total Agreement amount, billed at initiation of Agreement. Second installment equal to 35% of the total Agreement amount shall be billed one year from date of first billing. Final installment equal to 20% of the total Agreement amount shall be billed two years from date of first billing. Thirty-six monthly invoice option also available. Select Plan.
         ☐ Three Invoices
         ☐ Monthly Invoices

Any additional equipment costs over ACI’s maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2 Late fees may be subject to increase.

SECTION 4 – Maintenance Services

4.1 In case of emergency, ACI will promptly respond to the Client’s call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.

4.2 Except in emergency, maintenance services will normally be carried out between the hours of 8:00 am to 4:30 pm on weekdays.

4.3 Major maintenance services will be undertaken during hours as agreed in advance between the Client and ACI.

4.4 Routine maintenance service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

5.1 All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.

5.2 Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to client's negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered into.

5.3 ACI's normal working hours are 8 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the maintenance agreement rate.

5.4 The security system will not work properly if equipment is tampered with, and, or otherwise damaged.

5.5 ACI agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to environmental laws, civil rights laws, prevailing way and labor.
SECTION 6 – Unacceptable Services or Contractor’s Personnel

6.1 Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.

6.2 Any personnel of ACI who are, in the Client’s reasonable opinion, incompetent or in any other way unacceptable (including but not limited to, those situations articulated in Section 9.1) shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

7.1 ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

8.1 ACI shall at all times keep a listing of all spare parts sufficient for all service and repair work as may become necessary during the Agreement period. ACI will order parts for next day delivery from its manufacturers, suppliers and distributors. ACI shall notify Client when spare parts become obsolete.

8.2 Any parts required to be replaced during scheduled maintenance calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled maintenance call.

SECTION 9 – Liability of the Contractor

9.1 ACI is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. ACI understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to ACI’s officers, employees, and agents for the performance of services set forth in the Agreement. ACI further understands and agrees that ACI is solely responsible for making all required payroll deductions and other tax and wage withholding pursuant to state and federal law for ACI’s officers, employees and/or agents who perform services as set forth in the Agreement. ACI also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ACI, ACI’s officers, employees and agents and agrees that Client is not responsible for providing any insurance coverage for the benefit of ACI, ACI’s officers, employees and agents. ACI hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Client, Kendall County, past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that ACI, its officers, employees and/or agents may sustain while performing services under the Agreement.

ACI shall exercise general and overall control of its officers, employees. For public security purposes, ACI further agrees that it shall not assign any individual to perform work on-site at Kendall County unless ACI has completed a criminal background investigation for each individual to be performing work on-site at Kendall County. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, ACI agrees that it shall not assign the individual to perform work on-site at Kendall County absent prior consent from Client. Client, at any time and in Clients sole discretion, may require ACI to remove any individual from performing any further work on-site under this Agreement. Should Client have a complaint regarding the performance of the services or the behavior of ACI’s officers, employees and/or agents performing services under this Agreement, or should Client request a change in the manner in which services are being performed pursuant to this Agreement, Client shall transmit the same to ACI’s on-site foreman and/or to any other member of ACI’s management, who shall take immediate action and shall resolve the problem to Clients satisfaction. ACI’s failure to take immediate action and/or to resolve the problem to Clients satisfaction may result in a material breach of the Agreement.
9.2 ACI shall at its own expense arrange and maintain insurance to cover its liability under this Contract. ACI will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be canceled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, ACI shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease, Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of ACI's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect ACI, nor be deemed as a limitation on ACI's liability to Kendall County in this Agreement.

SECTION 10 – Independent Contractor

10.1 ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

11.1 This Agreement may be terminated at any time by the Client giving not less than thirty (30) days written notice to ACI. In the event that this contract is terminated prior to its expiration, the client will be entitled to a refund of its fee paid in advance as follows: For each scheduled visit not completed by ACI, the client will be refunded $1,316.00. In addition, the remainder of the contract total less the cost of scheduled on-site visits completed shall be refunded on a per diem basis (remaining contract total divided by total contract days multiplied by a contract days used).

11.2 This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.

11.3 This Agreement may also be terminated by ACI at any time in the event of the Client being more than sixty (60) days overdue with payment, when taking into account the Illinois Local Government Prompt Payment Act (50ILC 505/1 et seq.) or in the event of the Client's bankruptcy, receivership or liquidation. Should ACI choose to exercise this option, it shall first notify Client in writing fourteen (14) days prior to such termination to allow for Client to cure the default.

SECTION 12 – Assignment & Subletting

12.1 ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.

12.2 The terms of this contract extend to the Client's successors, assignees, and legal representatives.

12.3 It is understood and agreed between the parties hereto that time is of the essence to this contract and this applies to all terms and conditions contained herein.

a. This Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be the Circuit Court of Kendall County.

12.4 In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. 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 and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

12.5 ACI and Client each hereby warrant and represent that their respective signature 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.
12.6 This Agreement may be executed in counterparts (including facsimile signature), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

12.7 The undersigned Client has read completely the terms of this contract and understands and agrees to follow the terms and obligations as specified herein.

12.8 ACI agrees to indemnify and hold harmless Client, including Client’s past, present and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which Client, its past, present and future board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising out of ACI’s performance or failure to adequately perform its obligations pursuant to this Agreement.

12.9 All contractors and subcontractors rendering services under this Agreement must comply with all requirement of the Prevailing Wage Act (820 ILCS 130/0.01, et seq.). Including, but not limited to all wage, notice and record-keeping duties.

12.10 ACI certifies that ACI is 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 820 ILCS130/1. Et seq. (The Prevailing Wage Act).

12.11 ACI, 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. Also, ACI agrees to provide a drug free workplace as provided for in 30 ILCS 580/1, et seq.

12.12 If during the term of the Agreement there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Preference Act”), ACI agrees to employ Illinois laborers on this Project in accordance with the Preference Act. ACI understands that the Preference Act defines (a) “period of excessive unemployment” “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. ACI understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

12.13 Any notice to be given under this agreement shall be sent via certified mail return receipt requested to:

For the Client:
Kendall County Sheriff
Attn: Commander Sabrina J. Jennings
1102 Cornell Lane
Yorkville, IL 60560

Kendall County State Attorney's Office
807 W. John St.
Yorkville, IL 60560

For ACI:
Accurate Controls Inc.
Attn: Lynn Pribe
326 Blackburn St.
Ripon, WI 54971

For ACI:
Accurate Controls Inc.
Attn: Lynn Pribe
326 Blackburn St.
Ripon, WI 54971
12.14 In the event that Client is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Client’s obligations under this Agreement during said fiscal period, Client agrees to provide prompt written notice of said occurrence to ACI. In the event of a default due to non-appropriation of funds, Client has the right to terminate the Agreement upon providing thirty (30) days written notice to ACI. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

SECTION 13 – Entire Agreement

13.1. This Agreement represents the entire agreement between parties and may not be modified except in writing signed by both parties.

Dated this ______ day ______________ of 2016.

Client

Signed by:________________________________________

Printed name and title: __________________________________

For and on behalf of: __________________________________

Signed by:________________________________________

Printed name and title: __________________________________

For and on behalf of: __________________________________

ACI

Signed by:________________________________________

Printed name and title: __________________________________

For and on behalf of: __________________________________

Client

Signed by:________________________________________

Printed name and title: __________________________________

For and on behalf of: __________________________________

Signed by:________________________________________

Printed name and title: __________________________________

For and on behalf of: __________________________________
SCHEDULE A
Fees and Expenses for Time and Material

1. Online technical assistance:
   a. $123.00 per hour billed in 30 minute increments without an Agreement
   b. $84.00 per hour billed in 30 minute increments with an Agreement

2. Telephone technical assistance:
   a. $123.00 per hour billed in 30 minute increments without an Agreement
   b. $84.00 per hour billed in 30 minute increments with an Agreement

3. Programming assistance:
   a. $162.00 per hour billed in 30 minute increments without an Agreement
   b. $105.00 per hour billed in 30 minute increments with an Agreement

4. After normal working hours telephone technical assistance (After normal working hours are from 4:30 pm. To 8:00 am.)
   a. $246.75 per hour billed in 30 minute increments without an Agreement
   b. $168.00 per hour billed in 30 minute increments with an Agreement

5. On-site Services:
   a. $123.00 per hour per person, including travel time to and from facility without an Agreement
   b. $84.00 per hour per person, including travel time to and from facility with an Agreement

6. Additional Training:
   a. $125.00 per hour per person, including travel time to and from facility without an Agreement
   b. $100.00 per hour per person, including travel time to and from facility with an Agreement

7. Door hardware service: $162.75 per hour per person, including travel time to and from facility.

8. Travel per diem expense:
   a. $2,878.00 per required round trip to Yorkville, IL without an Agreement.
   b. $1,734.00 per required round trip to Yorkville, IL with an Agreement.

9. Per Diem expense: $173.00 per required overnight stay per person.
Lynn Priebe – Accurate Controls, Inc.

Service Manager
326 Blackburn Street
Ripon, WI. 54971
Phone: 920-748-6603 ext. 226
Fax: 920-748-9397
lpriebe@accuratecontrols.com
www.accuratecontrols.com
What is an **Energy Saving Performance Contract?**

Paid from **Savings Improvement Strategy**

- Guaranteed **Energy Savings**
- 20% - 40% reduction in utility & operating costs
- NO UPFRONT CAPITAL REQUIRED
- State Legislation 50 ILCS 515/1

- Improve Infrastructure
- Energy & Operational Cost Savings Pay for the project
We work with municipal governments who face similar challenges

- **Substantial Pressure on Operating Budgets**
- **Over $100 Billion Dollar Deferred Maintenance Problem**
- **State/Local Gcv. Waste Over $1.5 Billion a Year in Energy**
- **State/Local Gov. Struggling to Fund Repairs/Upgrades**
- **Energy Efficient Initiative from the State Level**

**Bottom Line:** invest utility waste into improving environment and addressing infrastructure needs
How PC Works – Redirection of Funds

- Reduce Energy & Operating Budget
- Fund Capital Improvements from These Savings
- Utilize the Positive Cash Flow as Needed

Energy & Operational Costs

Savings

Project Implementation

Reduced Energy & Operational Costs

Before Performance Contract

During Performance Contract

After Performance Contract

Utility Savings

Savings

Reduced Energy & Operational Costs
Traditional Energy Conservation Measures (ECM’s)

1. Lighting
2. Retro Commissioning
3. Building Automation Controls
4. Water Conservation
5. Mechanical Upgrades HVAC
6. Building Envelope
7. Renewable Energy
8. Fleet Services
Non Traditional ECM’s

1. Utility Plant Upgrades
2. Roadway, Water & Storm Projects
3. Information Technology
4. Equipment Upgrades
A Comprehensive Bundled Approach

Quick Payback

- Cost
- Savings

- Lighting
- Building Controls
- Fleet Upgrades
- Water Conservation
- Retro-Commissioning

Long Payback

- Cost
- Savings

- Windows
- Roofs
- Doors
- HVAC Upgrades
- Renewables

Bundled Payback

- Cost
- Savings
Cost of Operations Profile

- Utility Costs
- Operational Costs
- Fleet Costs
- Budgeted Capital Outlay
- Other Costs
### Financial Analysis – Customer Example:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Utility &amp; Operational Costs</td>
<td>$683,870</td>
</tr>
<tr>
<td>Annual Utility &amp; Operational Savings</td>
<td>$300,344</td>
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<tr>
<td>% of Savings</td>
<td>43%</td>
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<tr>
<td>Total Project Cost</td>
<td>$2,945,793</td>
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<tr>
<td>Annual Payment</td>
<td>$233,568</td>
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<tr>
<td>Positive Annual Cash Flow</td>
<td>$66,746</td>
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</table>
## Customer Example: 15 Year Program Cash Flow

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Energy &amp; Operational Savings</th>
<th>Annual Facility Improvement Program (Loan Payment)</th>
<th>Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$300,344</td>
<td>$233,568</td>
<td>$66,746</td>
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<tr>
<td>2</td>
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<td>15</td>
<td>$416,424</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>$5,320,161</strong></td>
<td><strong>$3,503,514</strong></td>
<td><strong>$1,816,647</strong></td>
</tr>
</tbody>
</table>
Simple 4 Step Process

1. Have a comprehensive infrastructure analysis performed by an entity with experience in the design and implementation of energy conservation measures

2. Initiate a request for proposal

3. Analyze proposal or proposals received and select a company

4. Execute the Project
Summary of ESPC Benefits

It modernizes facility infrastructure to increase asset value

- Eliminates need for up front capital
- Fund project from savings
- Single point of responsibility
- Creates local jobs
- Fixed Costs – No Change Orders

Guaranteed Energy Savings
What is the Next Step?

No Cost Comprehensive Infrastructure Analysis

- Professionally Engineered Review
- Energy Star Benchmarking
- Asset Management Report
- Energy & Operational Saving Report
- Energy Conservation Measurement Strategy
Are there any questions?