Meeting Agenda

1. Roll Call
2. Approval of the Agenda
3. Approval of the March 9, 2015 Meeting Minutes
4. Public Comment
5. Ken Com Report
6. Coroner’s Report
7. EMA Report
8. Sheriff’s Report
   a. Corrections Division
   b. Operations Division
   c. Records Division
9. Old Business
   - Noise Ordinance Update
   - Approval of RFP for Professional Design and Construction for KC Courthouse and Public Safety Center Security System Replacement
10. New Business
11. Executive Session
12. Public Comment
13. Adjournment
KENDALL COUNTY, ILLINOIS
Public Safety Committee
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, March 9, 2015
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 8:30a.m. and led the Pledge of Allegiance.

Committee Members Present: John Purcell (arrived at 8:33a.m.), Bob Davidson - yes, Scott Gryder - aye, Matthew Prochaska – present, Judy Gilmour – here. With all members present, a quorum was established.

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, Commander Joe Gillespie, Jim Smiley, Ken Toftoy, Jeff Wilkins

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

Approval of Minutes - Member Gryder made a motion to approve the February 9, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion carried.

Public Comment - none

Ken Com Report - No report

Coroner's Report – Coroner Toftoy reviewed the report with the committee, including autopsies, inquests, statistics and monthly calls.

EMAs Report – Director Gillespie reported:

Debris Management Planning meeting on 02/04/2015
Yorkville Emergency Response meeting on 02/11/2015
Hosted the Illinois Emergency Management Region 3 meeting on 02/19/2015

KCEMA and Oswego PD are hosting NWS Basic Weather Spotters Course on 03/12/2015 at 6:30p.m. at the Oswego Village Hall

The Dresden Drill is scheduled for 07/29/2015

Monitoring continued on weather conditions, including Winter Storm/Blizzard “Linus”

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

➢ **Corrections Division** – Undersheriff Martin provided the following statistics for the month of February: 180 new intake bookings on a total of 239 charges. The division released 215 inmates on 276 charges. 116 inmates were held over from the previous month.

The Food Service Management Section prepared 8,993 meals, with an average of 321 meals served per day at a cost of $.93 per meal.

The Division conducted 17 visitation days with 212 inmates seeing visitors.

The Correction Division logged 2743 miles during the month of February and transported 132 inmates. The medical staff saw a total of 317 inmates.

There were 22 video bond call days with 48 inmates. The Corrections Division housed 58 inmates for other jurisdictions within the month and billed $61,920 for 1032 days of confinement. The average daily population was 117.

Undersheriff Martin updated the committee on the application for housing federal inmates for the U.S. Marshalls.

➢ **Records Division** – Chief Deputy Koster stated that reports were attached and provided statistics for the month of February as 143 papers served, 19 evictions scheduled, 11 cancelled and 8 completed, 69 Sheriff’s Sales, and 125 FOIA requests filled. There were 12 warrants issued for the month of February with 2 quashed, and 8 served. The total fees received by the Records Division were $33,849.12 for the month of February 2015.

Human Resources reported there were 0 terminations, 0 resignations, 0 new hires, 1 Squad Damaged (cracked windshield) and 1 Workers Comp (medical only, exposure to cold) for the month of February.

➢ **Operations Division** – Chief Deputy Koster stated that the reports were attached, of which the following statistics were included for the month of February: The Sheriff’s Office had 626 calls for service, 852 officer initiated activities, 208 police reports, 7 felonies, 54 misdemeanors, and 41 warrants for a total of 102 arrests. There were 679 traffic contacts, 253 traffic citations, 6 DUI arrests, 0 Zero Tolerance, 56 property damage accidents, 4 personal injury accidents, and 0 fatal accidents for a total of 60 accidents.

The Operations Division drove 60,130 miles in the month of February. The Auxiliary deputies logged 42.75 hours for the month. The total number of cases assigned for Investigations/COPS Activities were 22 and there are currently 68 open cases.

Court Security had 12,582 entries, 5,453 articles x-rayed, 32 bond calls, 23 arrests, and 73 articles of contraband seized.
Old Business

➢ Discussion on Security System for Courthouse and Public Safety Center – Sheriff Baird provided an update on the survey, and the plan to move forward with the RFP for the design engineer.

New Business

➢ Law Enforcement Service Agreements with Private Parties – Sheriff Baird reviewed the proposed contract for services to private parties, as well as the resolution granting the Kendall County Sheriff Authority to enter into the Police Services Agreements with Private entities and on behalf of Kendall County.

Sheriff Baird said there will be a separate agreement between Kendall County and local businesses requesting services provided by the Sheriff’s Office.

Member Davidson made a motion to forward to the County Board for approval of Approval of the Resolution Granting the Kendall County Sheriff Authority to Enter into Police Services Agreements with Private Entities and on Behalf of Kendall County, Illinois, second by Member Gilmour. With all in agreement, the motion carried.

➢ Noise Ordinance – Discussion on the County ordinance and the current United City of Yorkville ordinance. Sheriff Baird will have his Records Division research the number of noise ordinance complaints reported since the current ordinance was approved by the County Board, and report at the April committee meeting.

Executive Session – None needed

Action Items for County Board

➢ Approval of the Resolution Granting the Kendall County Sheriff Authority to Enter into Police Services Agreements with Private Entities and on Behalf of Kendall County, Illinois

Public Comment – Bob Welsh, Plattville

Adjournment – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting at 9:28 a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Administrative Services/County Board
# KenCom Public Safety Dispatch Center

**Incoming Telephone Call Load Study**

**For the Month of March 2015**

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KENDALL COUNTY CORONER
March FY 2015 Monthly Report

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<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, March 15, 2015</td>
<td>1503066 *</td>
<td>3:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, March 15, 2015</td>
<td>1503067 *</td>
<td>1:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, March 17, 2015</td>
<td>1503068</td>
<td>1:23 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, March 18, 2015</td>
<td>1503069 *</td>
<td>8:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, March 19, 2015</td>
<td>1503070</td>
<td>11:34 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, March 23, 2015</td>
<td>1503071 *</td>
<td>10:55 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, March 24, 2015</td>
<td>1503072 *</td>
<td>7:18 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, March 27, 2015</td>
<td>1503073 *</td>
<td>9:14 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, March 29, 2015</td>
<td>1503074 *</td>
<td>1:00 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Hotel</td>
</tr>
<tr>
<td>Monday, March 30, 2015</td>
<td>1503075 *</td>
<td>10:11 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.
Percentage of calls which occurred outside of normal business hours

78% 14:18

Autopsies
Two autopsies were performed in the month of March.

Inquests
There were no inquests held during the month of March.

Statistics:
FY 2015 Statistics

<table>
<thead>
<tr>
<th></th>
<th>Stats for Same Period in FY 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Deaths.....</td>
<td>75</td>
<td>94</td>
</tr>
<tr>
<td>Autopsies to Date</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Toxicology Samples</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Cremation Permits</td>
<td>45</td>
<td>47</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:

* Deputy Coroner Jacquie Purcell provided a presentation for the Oswego Law Enforcement Class at Oswego High School on March 2.

* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Oswego East High School on March 12.

* Deputy Coroner Carl Gutierrez attended a Homicide Training in Moline, IL on March 23 - March 25.
1. KCEMA and Oswego PD are hosted a NWS Basic Weather Spotters Course Thursday, March 12 at Oswego Village Hall

2. KCEMA monthly business meeting, Tuesday March 17th

3. Dresden extent of play meeting, Thursday March 19th in Mazon

4. Continued with siren testing on the first Tuesday morning of the month

5. Continued with STARCOM testing first Tuesday morning of the month

6. Continued with WSPY EAS testing first Tuesday morning of the month

Dresden Drill Scheduled for Wednesday, July 29, 2015
Corrections Division Monthly Report March 2015

This report summarizes the activities and services provided by the Sheriff’s Deputies assigned to the Corrections Division of the Kendall County Sheriff’s Office for the month of March 2015. The statistical information is compiled from the number of intake bookings, services, and other data gathered throughout the month.

This Office recorded 259 new intake bookings on a total of 389 charges. Conversely, the Division released 289 inmates on 412 charges. 116 Inmates were held over from the previous month.

Food Service

The Food Service Management Section prepared 10,031 meals. They served an average number of 324 meals a day at a cost of $0.95 per meal.

Vehicle Usage

The Correction Division logged 3620 miles during the month. The Division conducted 93 Inmate Transports

- 46 To and from the Kendall County Courthouse
- 04 Other County Court transports
- 23 Out of County Prisoner pickups
- 02 Inmate Transports to I.D.O.C.
- 04 Medical/Dental inmate transports
- 14 Juvenile Transports to and from Youth Homes and Court

The total number of inmates transported = 157

Medical Services - Medical Staff saw a total of 359 Inmates

Medical Staff was present 31 days and performed 65 Screenings, 23 TB Test 23 Inmates, 0 Staff). Performed 129 follow-up visits and 72 sick calls. The Nurse conducted 375 Laboratory analyses 5 urine dip, 2 Blood draws, 0 Culture and 368 Glucose blood test. He placed 290 telephone calls to various Medical Facilities. A Doctor was contacted by phone 30 times and saw 20 inmates. There were 60 inmate prescriptions filled. 4 Inmates had off site medical appointments 4 had off site dental appointments. Monthly medical expenses totaled $15,745.05 with a breakdown of; $14013.30 for contracted services, $237.66 for transports and $1494.09 for prescriptions.

Video Bond Call

There were 21 video bond call days with 57 inmates

Out of County Housing Report

The Corrections Division Housed 33 Inmates for Other Jurisdictions within the month. Invoices were forwarded in the amount of $42,120.00 for 702 days of confinement.

This report was prepared by Commander Sabrina Jennings and is submitted to the Public Safety Committee of the Kendall County Board.

Respectfully,

Sabrina D. Jennings
Commander, Corrections Division
Kendall County Sheriff’s Office

Ready to Protect, Proud to Serve
Monthly Statistical Report - March 2015

Population Statistics

<table>
<thead>
<tr>
<th></th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-confined Bookings</td>
<td>91</td>
<td>35</td>
<td>126</td>
</tr>
<tr>
<td>Held For Trial Or Bond</td>
<td>122</td>
<td>24</td>
<td>2441</td>
</tr>
<tr>
<td>Sentenced Inmates</td>
<td>50</td>
<td>16</td>
<td>725</td>
</tr>
<tr>
<td>Work Release Inmates</td>
<td>8</td>
<td>4</td>
<td>301</td>
</tr>
<tr>
<td>Weekend Inmates</td>
<td>12</td>
<td>1</td>
<td>91</td>
</tr>
<tr>
<td>Total Number Of Confinement Days</td>
<td></td>
<td></td>
<td>3684</td>
</tr>
<tr>
<td>Avg Daily Population</td>
<td></td>
<td></td>
<td>119</td>
</tr>
</tbody>
</table>

Gender % of Total

<table>
<thead>
<tr>
<th>Gender</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td>464</td>
</tr>
<tr>
<td>Male</td>
<td>3220</td>
</tr>
</tbody>
</table>

Booked Inmates

<table>
<thead>
<tr>
<th>Crime Class</th>
<th>Bookings</th>
<th>% Of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felony</td>
<td>79</td>
<td>31%</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>170</td>
<td>66%</td>
</tr>
<tr>
<td>Civil</td>
<td>10</td>
<td>4%</td>
</tr>
<tr>
<td>Total</td>
<td>259</td>
<td></td>
</tr>
</tbody>
</table>

Age Group Bookings % Of Total

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Bookings</th>
<th>% Of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 To 17</td>
<td>12</td>
<td>5%</td>
</tr>
<tr>
<td>17 To 26</td>
<td>102</td>
<td>39%</td>
</tr>
<tr>
<td>27 To 40</td>
<td>89</td>
<td>34%</td>
</tr>
<tr>
<td>41 To 60</td>
<td>51</td>
<td>20%</td>
</tr>
<tr>
<td>61+</td>
<td>5</td>
<td>2%</td>
</tr>
<tr>
<td>Total</td>
<td>259</td>
<td></td>
</tr>
</tbody>
</table>

Commander S.D. Jennings 4/8/2015
<table>
<thead>
<tr>
<th>Date</th>
<th>Population</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/2015</td>
<td>122</td>
<td>203</td>
</tr>
<tr>
<td>3/2/2015</td>
<td>122</td>
<td>203</td>
</tr>
<tr>
<td>3/3/2015</td>
<td>114</td>
<td>203</td>
</tr>
<tr>
<td>3/4/2015</td>
<td>118</td>
<td>203</td>
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<tr>
<td>3/5/2015</td>
<td>115</td>
<td>203</td>
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<tr>
<td>3/6/2015</td>
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<td>3/7/2015</td>
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<td>3/8/2015</td>
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<td>3/9/2015</td>
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<td>3/10/2015</td>
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<td>3/11/2015</td>
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<td>3/12/2015</td>
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<td>3/16/2015</td>
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<td>3/17/2015</td>
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<tr>
<td>3/18/2015</td>
<td>117</td>
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<td>3/19/2015</td>
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<td>3/20/2015</td>
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<td>3/21/2015</td>
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<td>3/22/2015</td>
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<td>3/23/2015</td>
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<td>3/24/2015</td>
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<td>3/25/2015</td>
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<td>3/26/2015</td>
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<tr>
<td>3/30/2015</td>
<td>119</td>
<td>203</td>
</tr>
<tr>
<td>3/31/2015</td>
<td>114</td>
<td>203</td>
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</tbody>
</table>

119
The Operations Division
Monthly Report for March 2015

This report summarizes the activities and services provided by the Sheriff's Deputies assigned to the Operations Division of the Kendall County Sheriff's Office for the month of March 2015. The statistical information is compiled from the number of received Calls for Service/Dispatches, Patrol Officer initiated activities, Investigative Reports, and other data gathered throughout the month.

**POLICE SERVICES**

<table>
<thead>
<tr>
<th>Calls For Service</th>
<th>Officer Initiated Activities</th>
<th>Police Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>624</td>
<td>874</td>
<td>285</td>
</tr>
</tbody>
</table>

**ARRESTS BY CATEGORY**

<table>
<thead>
<tr>
<th>Felony</th>
<th>Misdemeanor</th>
<th>Warrant</th>
<th>Total Arrests</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>98</td>
<td>60</td>
<td>173</td>
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</tbody>
</table>

**TRAFFIC SERVICES**

<table>
<thead>
<tr>
<th>Traffic Contacts</th>
<th>Traffic Citations</th>
<th>DUI Arrests</th>
<th>Zero Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1012</td>
<td>466</td>
<td>12</td>
<td>0</td>
</tr>
</tbody>
</table>

Ready to Protect, Proud to Serve
**TRAFFIC CRASH INVESTIGATION**

<table>
<thead>
<tr>
<th>Property Damage</th>
<th>Personal Injury</th>
<th>Fatal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>6</td>
<td>0</td>
<td>49</td>
</tr>
</tbody>
</table>

---

**Vehicle Usage**

<table>
<thead>
<tr>
<th></th>
<th>February</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Miles driven by the Sheriff's Office:</td>
<td>60,130</td>
<td>79,772</td>
</tr>
</tbody>
</table>

The Following Data summarizes the activities and services provided by the Auxiliary Sheriff's Deputies assigned to the Operations Division of the Kendall County Sheriff's Office for the month of March 2015.

**AUXILIARY DEPUTIES**

<table>
<thead>
<tr>
<th>Training/Meeting Hours</th>
<th>Ride a Long Hours</th>
<th>Auxiliary Hours</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5</td>
<td>34.5</td>
<td>44.5</td>
<td>82.5</td>
</tr>
</tbody>
</table>

Auxiliary Deputies assisted the Special Olympics at their Annual Polar Plunge event located at Silvers Springs State Park and hosted at the Kendall County Fairgrounds.

Auxiliary Deputies assisted in a neighborhood canvass looking for a vehicle which was suspected to be involved in an attempted luring/abduction in Boulder Hill on 032415.

An Auxiliary Deputy attended training on pipeline emergency response.
### Investigations/COPS Activity

**Current Open Cases:** 77 (March 26, 2015)

**Total Cases Assigned:** 27  **Cases Closed:** 24

---

#### Offense Summary on Assigned Cases

<table>
<thead>
<tr>
<th>Offense Description</th>
<th>Cases Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0260 CRIMINAL SEXUAL ASSAULT</td>
<td>1</td>
</tr>
<tr>
<td>0810 BURGLARY</td>
<td>2</td>
</tr>
<tr>
<td>0825 RESIDENTIAL BURGLARY</td>
<td>2</td>
</tr>
<tr>
<td>0810 THEFT OVER</td>
<td>3</td>
</tr>
<tr>
<td>0820 THEFT UNDER</td>
<td>3</td>
</tr>
<tr>
<td>0910 MOTOR VEHICLE THEFT</td>
<td>2</td>
</tr>
<tr>
<td>1110 DECEPTIVE PRACTICES</td>
<td>1</td>
</tr>
<tr>
<td>1120 FORGERY</td>
<td>1</td>
</tr>
<tr>
<td>1137 IDENTITY THEFT</td>
<td>1</td>
</tr>
<tr>
<td>1310 CRIMINAL DAMAGE TO PROPERTY</td>
<td>2</td>
</tr>
<tr>
<td>1360 CRIMINAL TRESPASS TO VEHICLE</td>
<td>1</td>
</tr>
<tr>
<td>1563 CRIMINAL SEXUAL ABUSE</td>
<td>1</td>
</tr>
<tr>
<td>1585 ALL OTHER SEX OFFENSES</td>
<td>1</td>
</tr>
<tr>
<td>1740 RUNAWAY/MINOR REQUIRING AUTHORITATIVE INTERVENTION</td>
<td>1</td>
</tr>
<tr>
<td>1811 POSSESSION OF CANNABIS 30 GRAMS AND UNDER</td>
<td>1</td>
</tr>
<tr>
<td>2020 POSSESSION OF CONTROLLED SUBSTANCE</td>
<td>1</td>
</tr>
<tr>
<td>2170 POSSESSION OF DRUG PARAPHERNALIA</td>
<td>1</td>
</tr>
<tr>
<td>2445 HIT AND RUN</td>
<td>1</td>
</tr>
<tr>
<td>2825 HARASSMENT BY TELEPHONE</td>
<td>2</td>
</tr>
<tr>
<td>2860 FALSE POLICE REPORT</td>
<td>1</td>
</tr>
<tr>
<td>2890 ALL OTHER DISORDERLY CONDUCT</td>
<td>2</td>
</tr>
<tr>
<td>3730 OBSTRUCTING JUSTICE</td>
<td>1</td>
</tr>
<tr>
<td>3960 INTIMIDATION</td>
<td>1</td>
</tr>
<tr>
<td>4250 CHILD ABDUCTION</td>
<td>1</td>
</tr>
<tr>
<td>4387 VIOLATION OF ORDER OF PROTECTION</td>
<td>1</td>
</tr>
<tr>
<td>4505 SEX OFFENDER - FAILURE TO REGISTER</td>
<td>1</td>
</tr>
<tr>
<td>4515 FAIL TO REGISTER NEW ADDRESS/EMPLOYER/SCHOOL</td>
<td>1</td>
</tr>
<tr>
<td>5000 ALL OTHER CRIMINAL OFFENSES</td>
<td>1</td>
</tr>
</tbody>
</table>
Investigation's Case Activities

On January 13th, 2015, a no bond warrant was issued for the arrest of Shawn Lipsey, a 40 year old man from Plano, after he failed to appear at a sentencing hearing at the Kendall County Courthouse, which was scheduled for January 13, 2015. Lipsey was convicted on November 26th, 2014 of 6 counts of Predatory Criminal Sexual Assault of a Child; all Class X felonies, and 2 counts of Indecent Solicitation of a Child; both class I felonies. Kendall County Sheriff’s Detectives, with the assistance of the United States Marshalls and the Kendall County Cooperative Assistance Team, launched an investigation to locate Shawn Lipsey. On March 10, 2015, Detectives received information that Lipsey may have been staying at his previous residence with his wife, located in the 500 Block of E Broadway Street, Newark. With the assistance of the Kendall County State’s Attorney’s Office detectives obtained a search warrant for the residence. Due to the nature of the charges, and information regarding Lipsey being violent towards law enforcement, the Kendall County Sheriff’s Office Special Weapons & Tactics Team (SWAT) served the search warrant on the residence. Lipsey was located in the residence hiding in a specially constructed hidden room. He was taken into custody without incident. As the investigation continued, it is alleged that Lipsey’s wife, Raissa Jarosz-Lipsey, a 40 year old female from the 500 Block of E Broadway Street, Newark, aided Lipsey in evading capture. On March 10th, 2015, the Kendall County State’s Attorney’s Office charged Raissa Jarosz-Lipsey with Obstructing Justice; a Class 4 felony, Concealing or Aiding a Fugitive; a Class 4 felony, and Disorderly Conduct/Filing a False Police Report, a Class A misdemeanor. Jarosz-Lipsey’s posted $50000 cash bond and was released from jail. Shawn Lipsey attended his sentencing hearing. He was sentenced to 53 years in the Illinois Department of Corrections. **KCSO Report # 2015-035/0740**

On March 23rd, 2015, at approximately 6:50pm, Kendall County Sheriff’s Deputies were contacted regarding an incident that occurred in the 100 Block of Saugatuck Road, Unincorporated Montgomery. A 10 year old male reported that he was walking when a male white subject told him to get into his car. The juvenile described the car as a dark green in color Suburban or Tahoe, with a partial license plate of “24H”. The juvenile further described the vehicle to have a broken driver's side mirror. The male is described as a male white, late 30's to early 40's, brown hair, and brown eyes. After the male told the juvenile to get into his vehicle, the juvenile ran away and the vehicle departed going westbound on Saugatuck Road. Deputies have spoke with residents, canvassed the area, and shared informational bulletins with the media in an attempt to locate the suspect. This is an active investigation. **KCSO Report # 2015-0802**

On March 16, 2015, Kendall County Sheriff’s Deputies conducted a compliance check on registered Sexual Predator David Strickland, a 44 year old male from the of the 2400 block of Light Road, Oswego Township. Information was obtained that Strickland allegedly failed to register a secondary address with the sheriff’s office. Kendall County detectives began an investigation. On March 19, 2015 the Kendall County State’s Attorney’s Office charged
On December 9th, 2014, Kendall County Sheriff’s Deputies responded to the 70 Block of Circle Drive East, Unincorporated Montgomery, for a report of a theft of a credit card, which was used four times on December 11th, and 12th throughout the Montgomery and Oswego areas, totaling over $100. Sheriff’s Deputies also took a report on December 20th, 2014 in the 0-10 Block of Briarcliff Road, for a report of a theft of a credit card, which was ultimately used at an ATM machine to withdraw $503.00. A suspect was developed during the course of the investigation, who was a family member to both complainants. Kendall County Sheriff’s detectives began an investigation into the matters. On March 12th, 2015, the Kendall County State’s Attorney’s Office charged Joshua Dillon, a 24 year old man from the 0-10 Block of Briarcliff Road, Montgomery, with three counts of unlawful use of a credit card, all Class 3 felonies. His bond was set at $12,500, with ten percent to apply. Dillon turned himself in to the Kendall County Corrections Center on March 16th, 2015, where he posted bond, and awaits his next court appearance. KCSO Report # 2014-3997/4010

On March 17th, 2015, at approximately 8:08am, Kendall County Sheriff’s Deputies were dispatched to the 10-20 Block of Denham Drive, Unincorporated Montgomery, for a report of two subjects who were unconscious. Upon arrival, both subjects were unresponsive and were transported to Copley Hospital. One subject was pronounced dead at Copley Hospital, and the other was transported to Loyola Hospital for continued medical treatment. The incident appears to be drug related, however the investigation is ongoing. KCSO Report # 2015-809

On August 01, 2014, Kendall County deputies responded to a residence in the 1700 block of Creek Road in unincorporated Plano regarding a residential burglary alarm. Deputies discovered that someone had attempted to break into the residence through a window. Deputies identified and collected blood from the window area that appeared to have been left by the offender. The blood was sent to the Illinois State Police Crime Lab for analysis. Detectives received notification from the crime lab that the blood was identified as coming from Dylan J. King, 18 years of age, from Yorkville. King later confessed to attempting to break into the residence. King was charged with one count of attempted residential burglary. King was arrested on a warrant on March 18, 2015. He posted bond and was given a court date. KCSO Report # 2014-2386

On August 3, 2014, the Kendall County Sheriff’s Office responded to the area of the 2100 block of Light Road in unincorporated Oswego for a report of a juvenile that had been battered. The initial information collected by patrol deputies alleged that a male juvenile was walking with friends in the area and had contact with a second set of juvenile females. During the contact, words were exchanged and the one of the female juveniles called her
father and stated she was being harassed. Moments later the father and other family members arrived on scene in vehicles. The father later identified as Eugene Haley, 40 years old, and his stepson Montreal Layton, 19 years old, approached the group. During their encounter the father, Eugene Haley requested Montreal to knock the male juvenile out. Montreal then struck the male juvenile in the face. The male juvenile fell to the ground with injury. He was later taken to the hospital for treatment. Detectives were assigned the case and completed an investigation. The States Attorney’s Office approved charges and a warrant was issued. Both subjects were subsequently charged with MOB Action, a class 4 felony and Battery a class A misdemeanor. Eugene Haley bond was set $2,500 and Montreal Layton’s is set at $5,000. The offenders are in currently wanted on these warrants. KCSO Report # 2014-2414

Other Investigations Activities

Detective Hagerty and Detective Waltmire registered 9 sex offenders and 0 violent offenders against youth. Approximately 47 hours were spent on sex offender registration duties. This includes address verifications. There were 11 address verification checks completed and 15 attempts in the month of March.

COPS Activity

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
<th>Deputies</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2, 2015</td>
<td>Triad</td>
<td>Deputy Schmitt</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 3, 2015</td>
<td>Will County Investigator's Mtg</td>
<td>Deputy Harl</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 9, 2015</td>
<td>Fox Township</td>
<td>Deputy Harl</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 10, 2015</td>
<td>Oswego Township</td>
<td>Deputy Schmitt</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 10, 2015</td>
<td>Lisbon Township</td>
<td>Deputy Schmitt</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 10, 2015</td>
<td>Seward Township</td>
<td>Sheriff Baird</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 11, 2015</td>
<td>Village of Newark</td>
<td>Deputy Harl</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 11, 2015</td>
<td>BH Neighborhood Watch</td>
<td>Deputy Schmitt</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 12, 2015</td>
<td>Crimestoppers</td>
<td>Deputy Mrozek</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 16, 2015</td>
<td>Deer Run Neighborhood Watch</td>
<td>Deputy Schmitt</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 12, 2015</td>
<td>NaAuSay Township</td>
<td>Deputy Mrozek</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 17, 2015</td>
<td>Kendall Township</td>
<td>Deputy Harl</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 18, 2015</td>
<td>Big Grove Township</td>
<td>Deputy Harl</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 24, 2015</td>
<td>Village of Millbrook</td>
<td>Deputy Schmitt</td>
<td>Meeting</td>
</tr>
<tr>
<td>March 30, 2015</td>
<td>Newark Neighborhood Watch</td>
<td>Deputy Harl</td>
<td>Meeting</td>
</tr>
</tbody>
</table>

Community Policing Deputies participated in the Boulder Hill Neighborhood Watch free throw contest. The event was designed to promote neighborhood watch and foster good community relations. Deputy Schmitt won the event for his age group (26 years or older).
The Public Information Officer Program disseminated 11 press releases.

COPS deputies spent 50 hours in area schools with the SRO program.

2015 Monthly Court Security Statistics

<table>
<thead>
<tr>
<th>Month</th>
<th>Entries</th>
<th>X-Ray</th>
<th>Bond Call</th>
<th>Kendall Prisoners</th>
<th>All Other Prisoners</th>
<th>Arrests</th>
<th>Contraband seized</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>12,582</td>
<td>5,453</td>
<td>32</td>
<td>111</td>
<td>17</td>
<td>23</td>
<td>73</td>
</tr>
<tr>
<td>March</td>
<td>16,095</td>
<td>7,434</td>
<td>51</td>
<td>131</td>
<td>34</td>
<td>32</td>
<td>86</td>
</tr>
</tbody>
</table>

February 2015 Court Security Summary

* Deputy Moore completed court security deputy training at the DuPage County Sheriff’s Office.
* Bristol-Kendall Fire Department completed their annual walk through and inspection.

Report Respectfully Submitted by,

Michael Peters
Police Operations Commander,
Kendall County Sheriff’s Office
# March 2015 Records Division

<table>
<thead>
<tr>
<th>Category</th>
<th>March</th>
<th>February</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CIVIL PROCESS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Papers Served</td>
<td>165</td>
<td>143</td>
</tr>
<tr>
<td>Evictions</td>
<td>14 Scheduled 8 Cancelled 6 Completed</td>
<td>19 Scheduled 11 Cancelled 8 Completed</td>
</tr>
<tr>
<td>Replevin</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Sheriff Sales</td>
<td>42 Sales</td>
<td>69 Sales</td>
</tr>
<tr>
<td><strong>SUBPOENA/FOIA REQUESTS PRODUCED:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accidents 57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Background 40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incidents 67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subpoenas 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total FOIA 164</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WARRANTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warrants Issued</td>
<td>91</td>
<td>12</td>
</tr>
<tr>
<td>Warrants Served</td>
<td>0 Quashed 26 Served</td>
<td>2 Quashed 8 Served</td>
</tr>
<tr>
<td><strong>FEES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Process Fees</td>
<td>$6,665.00</td>
<td>$10,946.00</td>
</tr>
<tr>
<td>Sheriff Sale Fees</td>
<td>$19,500.00</td>
<td>$21,108.00</td>
</tr>
<tr>
<td>Records fees/fingerprinting</td>
<td>$170.00</td>
<td>$205.00</td>
</tr>
<tr>
<td>Bond Processing Fees</td>
<td>$934.34</td>
<td>$1,590.12</td>
</tr>
<tr>
<td><strong>TOTAL FEES:</strong></td>
<td>$27,269.34</td>
<td>$33,849.12</td>
</tr>
</tbody>
</table>

Respectfully Submitted,

Lisa Bowen, Records Division Manager

Ready to Protect, Proud to Serve
Human Resources

- Terminations - 0
- Resignations - 1
  - Part-time receptionist
- New Hires - 0
- Squad Damage - 0
- Workers Comp - 0

Sheriff’s Office Open Worker Comp Claims as of 03/31/15

<table>
<thead>
<tr>
<th>Claim #</th>
<th>Date Of Loss</th>
<th>Loss Cause</th>
<th>Total Paid</th>
<th>Claim Descr</th>
</tr>
</thead>
<tbody>
<tr>
<td>130218W013</td>
<td>2/26/2013</td>
<td>Slip/Trip/Fall</td>
<td>$120,823.12</td>
<td>Deputy was completing report at site; as he walked toward the car he slipped and fell to ground injuring neck, back and pelvis.</td>
</tr>
<tr>
<td>130267W003</td>
<td>2/4/2013</td>
<td>Slip/Trip/Fall</td>
<td>$185,076.88</td>
<td>Deputy was stepping out of the squad car, slipped on a patch of ice, and fell to the ground, hurting/straining groin.</td>
</tr>
<tr>
<td>14052W014</td>
<td>3/10/2014</td>
<td>Mva-One Vehicle</td>
<td>$99,662.77</td>
<td>Deputy was completing motorcycle training in the parking lot; loss control of the motorcycle and was thrown to payment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Accident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14089W021</td>
<td>8/15/2014</td>
<td>Slip/Trip/Fall</td>
<td>$56,385.58</td>
<td>Deputy was chasing a suspect and fell/tripped over them as they fell to the ground. Deputy immediately felt sharp pain in the middle of lower back.</td>
</tr>
<tr>
<td>14090W020</td>
<td>8/31/2014</td>
<td>Struck By Person</td>
<td>$10,737.06</td>
<td>Deputy attempting to arrest person resisting arrest</td>
</tr>
<tr>
<td>140115W039</td>
<td>1/10/2014</td>
<td>Slip/Trip/Fall</td>
<td>$2,028.75</td>
<td>Employee was walking to car after work and slipped on ice and falling down</td>
</tr>
</tbody>
</table>

Ready to Protect, Proud to Serve
Sir,

I have made a summary of the spreadsheet that is attached. From October 1st 2013 thru March 20th 2015 the Sheriff's Office has received 211 loud noise complaints. (Phoned in to Ken Com) All of the complaints were located in the residential parts of the un-incorporated areas of Kendall County. It looks like we stopped putting loud noise complaints into the New World record system around April of 2012. I have a breakdown listed below by how many calls we received per month. One can only assume that all of the calls received verbal warnings as I see no reports or citations issued in our New World record system.

October 2013 (8)
November 2013 (5)
December 2013 (8)
January 2014 (5)
February 2014 (7)
March 2014 (8)
April 2014 (12)
May 2014 (33)
June 2014 (14)
July 2014 (31)
August 2014 (28)
September 2014 (13)
October 2014 (11)
November 2014 (4)
December 2014 (11)
January 2015 (1)
February 2015 (2)
March 2015 (9)
April 7, 2015

Public Safety Committee,

As you are aware the Public Safety Center and Courthouse have experienced many operating issues with the security systems at both facilities. Since December 2014 we have had ten (10) documented major failures of these systems.

During the summer of 2014 the County Board authorized retired Sheriff Randall to hire R&N Systems Design, LLC (R & N) to provide system evaluations of the security systems at these facilities.

R & N conducted the facility security systems assessment evaluation during a tour conducted on September 8 and 9, 2014. The focus was on functionality, dependability and deficiencies of the security systems. The systems addressed during this evaluation included the Locking Controls, Intercom’s and Paging, Card Access Control, CCTV, Staff Duress, Video Arraignment, and Detention Hardware.

During the March 2015 Public Safety Committee meeting, Facilities Management Director Jim Smiley & I were tasked with putting together a Request for Proposal (RFP). The intent of the RFP is to hire a firm to design and administer construction services to replace and fully integrate these systems.

Attached with this cover letter is the RFP for these services. Please note the writing in red was used as a placeholder.

Deputy Commander Joseph Gillespie
Kendall County Sheriff’s Office

Cc: Sheriff Dwight Baird
    Undersheriff Harold Martin
    Chief Deputy Scott Koster
    KCFM Director Jim Smiley
Request for Proposals

Professional Design and Construction

Administration Services for

Kendall County

Jail & Courthouse Security System Replacement

March 2015
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X. ATTACHMENT E FEES 7 REIMBURSEMENTS .......................................... 32
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I. INTRODUCTION and BACKGROUND

Kendall County is issuing this request for proposals (RFP) for professional services for the programming, design, cost estimating, project management/administration and project closeout for a new Jail & Courthouse security and CCTV systems.

A. Facility Objectives

Kendall County’s Jail security system was installed in 1992. The integrated security system consists of a multi-branded component system that is tied together under one touch computer control through PLC’s, relays and Wonder Ware software. The security system has only had one upgrade in 21 years that occurred in 2005.

Kendall County’s Courthouse security system was installed in 1996. The system was upgraded during a courthouse expansion in 2009. Components from the existing system were reused in the older section of the facility and that older system was integrated into the new security system. The integrated security system consists of a multi-branded component system that is tied together under one touch computer control through PLC’s, relays and Wonder Ware software.

The Jail & Courthouse have two uniquely different multi-branded systems. A Video Bond Call (VBC) system was installed between both facilities in 2007. The VBC consists of two Polycom VSX units connected through a central Polycom unit, currently installed in Courtroom #113. The VSX7000e units are located in the Jail Booking “LE” area and in the Jail Library. A third VSX7000e is able to be connected to the system if needed for remote testimony. The units are interconnected through County owned fiber via a dedicated VPN.

The Jail has 203 beds and 138 cameras, 216 proximity HID card readers, 208 intercoms.

The Courthouse has 201 cameras, 53 proximity HID card readers, 90 intercoms.

The project team will include staff from Kendall County Sheriff’s Office (KCSO), Facilities Management (KCFM), and Technology Services Offices (KCTS).

All questions pertaining to this RFP should be directed to Deputy Commander Joseph Gillespie, at (630) 553-7500 x1148 or email at jgillespie@co.kendall.il.us

B. Project Funding

The project funding for this project has not been finalized. For estimating purposes only, a project budget of $3,500,000 is being used.

C. Project Schedule

The County desires to begin programming in June 2015 and have the project completed in January 2017.

II. INSTRUCTIONS

A. Submission of Proposals

Submit ten (10) bound copies of the proposal in a sealed package addressed to:
Kendall County Public Safety Center
Attn: Joseph Gillespie, D.C. Kendall County Sheriff’s Office
1102 Cornell Lane
Yorkville, IL 60560

All documents must be received by August 30, 2015. Documents received after this time will not be accepted.
DEFINITIONS AND TERMINOLOGY

In the event of a conflict between the definitions herein and any found in the Agreement, infra, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary, dictionary meaning.

Addendum (Addenda, Plural): An Addendum is a document issued by Kendall County prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Bid Documents.

Complete Bid: A Complete Bid is the sum proposed by a Bidder to perform all of the work identified in Scope of Work—Attachment B, and does not include any Separate Project Bids.

Bid: A Bid is a proposal to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

Bidder: A Bidder is an entity that submits a Bid.

Bidding or Bid Documents: The Bidding or Bid Documents are comprised of, but not limited to, the Notice to Bidders, Instructions to Bidders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

Project: The Project is the total Construction required by the Bid Documents, including all labor, materials, and equipment, furnished and incorporated into the Project, or to be provided by the Bidder to fulfill the Bidder's obligations as provided for in the work described in the Bidding Documents.
INSTRUCTIONS TO BIDDERS

General Description: Sealed bids are being accepted for Kendall County Public Safety Center and Courthouse Security Systems Replacement. Instructions to Bidders and specifications will be available after June 30, 2015 between 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. daily until July 15, 2015 at 2:00 P.M. C.S.T. at the Kendall County Public Safety Center Sheriff’s conference room.

Examination: Bidders shall receive a copy of the Notice to Bidders, Instructions to Bidders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions there to, any drawings, any specifications and all addenda.

Bidders shall examine the Bidding Documents and visit the Project site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions which can be determined by examining the Bidding Documents and site.

Mandatory Walkthrough
A mandatory walkthrough of both the Public Safety Center and Courthouse is required. The mandatory walkthrough will be conducted on July 6, 2015 at 9:00 a.m. The walkthrough will start at the Public Safety Center located at 1102 Cornell Lane.

Questions and Interpretations: All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to D.C. Joseph Gillespie via email to jgillespie@co.kendall.il.us, fax to (630) 553-4125, or personal delivery no later than five (5) calendar days prior to the date set for the opening of Bids. Any questions received after such time shall be answered at the discretion of the County. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement portion to the Bidding Documents. Questions will not be responded to by oral clarification.

Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall either be faxed or mailed to all persons having picked up Bidding Documents from the County and shall be posted to the County website. Each Bidder shall be responsible for determining that it has received all Addenda issued. A Bidder’s failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a Bid at the County’s sole discretion.

Failure to request clarification will not waive responsibility of comprehension of the Bid Documents and performance of the work in accordance with the intent of the documents. By submitting a bid proposal, the Bidder signifies that he or she understands, has read and agrees to all terms contained in the Notice to Bidders, Instructions to Bidders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions there to, any drawings, any specifications and all addenda, for this Request for Proposal.

Submit: Submit completed bid and other required documents in a sealed envelope clearly marked “Kendall County Public Safety Center Jail & Courthouse Security Systems Replacement” and including the name and address of the bidder. No responsibility shall be attached to the County or the Kendall County Sheriff’s Office for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement, including the Bid Forms, have been completed.

Completed bids can be forwarded or mailed to Kendall County Public Safety Center, 1102 Cornell Lane, Yorkville, Illinois, 60560. Bids must be received before July 15, 2015 at 2:00 P.M. C.S.T. in order to be considered.
Bids shall be deemed a Firm Offer continuing for one hundred and twenty (120) days after Date and Time set for Opening of Bids and thereafter until withdrawn by written notice received by the County. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

**Pre-Qualification:** The Bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the reference company name, the contact person’s name, the company address, the company telephone number, a narrative of the scope of work, the dates work began and was completed and the completed contract amount. The Bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the Bidder to satisfactorily perform the work, including proof that the Bidder:
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, licensing, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

**Bid Opening:** Bids shall be stamped with the date and time received. The bids shall be opened on July 24, 2015 at 2:00 P.M. C.S.T. by D.C. Gillespie or designee, At the Public Safety Center, 1002 Cornell Lane, Yorkville, IL 60560 2nd floor conference room. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all Bidding Documents to the Public Safety Center Committee.

**Bid Award:** It is the intent of Kendall County to award the bid to the lowest responsible Bidder who has met all stipulations of the Bidding Documents, including the Agreement and Addenda, if any. The County reserves the right to award only the Bid items or any combination of Bid plus Separate Project Bid items as determined to be in the best interest of the County. The Contract will be awarded as one complete Project or as four separate Projects as identified in Scope of Work—Attachment B; The County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form—Attachment D. A Bidder will be considered non-responsive if they do not provide a bid for all items (Complete Bid and Separate Project Bid).

**Rejection of Bids:** The County and KCSO reserve the right to reject any or all bids; to waive technicalities; and to award a contract which is in the best interests of Kendall County.

The County and KCSO reserve the right to reject the Bid of any Bidder who has not completed a prior Project, whether with the County or elsewhere, because of the fault of the Bidder, its SubArchitect or Design Firms or employees; has been declared in default on a prior contract whether with the County or elsewhere; has failed to complete a prior Project in a timely fashion whether with the County or elsewhere; based on its work record, is not capable of performing the Work whether due to lack of sufficient prior experience, as determined by the County, or for any other reason; has a work record of its SubArchitect or Design Firms demanding direct payment from the owner; has a work record of its SubArchitect or Design Firms, employees or material suppliers complaining to the County or other awarding authority regarding the Bidder’s failure to pay them; or has a record of its failure to comply with State laws, County ordinances or municipal codes. “Work record” or “record” constitutes a minimum of one event in the work history of the Bidder.

**Disqualification:** Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
**Execution of Contract:** The accepted Bidder shall assist and cooperate with County in preparing Attachment A — Contract and shall execute and return the Agreement to Kendall County Sheriff’s Office within **five (5) days following its presentation.** The Agreement shall be executed before the offer expires.

**Bid Forms.** Each Bid shall be submitted on the Bid Form included herein as part of Attachment D. In the case of a conflict between dollar figures and words, written amounts shall control over dollar figures. All blank spaces shall be filled in. Any and all blank spaces shall constitute sufficient cause to reject any bid. The Bid Form shall be completed in ink or by typewriter or computer. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No bids will be accepted after 2:00 P.M. C.S.T. on **July 15, 2015.**

**Contents of Proposals:** Proposals shall state a total bid price to perform an evaluation of the systems in both facilities. Design a replacement system. Develop an RFP for replacement of the systems including drawings and specifications. Coordinate bidding and Architect or Design Firm review. Existing conditions, dimensions and elevations that may affect the bid should be noted and accounted for. All aspects of the proposed construction that are required to provide a thoroughly completed Project should be included in the complete Project bid price.

**Requests for Payment:** With requests for payment, the Bidder shall furnish the County with partial and **final** waivers of lien for all subArchitect or Design Firms or material suppliers involved with the construction of this Project.
AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Kendall County» « »
«111 West Fox Street
Yorkville, IL 60560»
« »
« »

and the Architect or Design Firm:
(Name, legal status, address and other information)

Company Name
12345 Any Street
Any town, IL 60xxxx

for the following Project:
(Name, location and detailed description)

Architect or Design Firm name and project #
«Indefinite Delivery, Indefinite Quantity (I.D.I.Q.) projects as »
«directed by Kendall County. »

The Owner and Architect or Design Firm agree as follows.
ARTICLE 1   ARCHITECT OR DESIGN FIRM’S RESPONSIBILITIES

§ 1.1 The Architect or Design Firm shall provide the following professional services:
(Describe the scope of the Architect or Design Firm’s services or identify an exhibit or scope of services document setting forth the Architect or Design Firm’s services and incorporated into this document in Section 9.2)

«§ 1.1 Indefinite Delivery, Indefinite Quantity (IDIQ) Multi-Disciplinary Architect or Design Firm-Engineering services for the County of Kendall, Yorkville, Illinois. Work may involve all aspects for designing building and nonrecurring maintenance projects including the preparation of designs, plans, specifications, cost estimates, and miscellaneous reports. This will include services to furnish reports, planning and programming studies, investigations, site selections, design concepts, tentative design, working drawings and specifications; review of shop drawings, samples, equipment, data, and other related documents. Services may include designing Architect or Design Firmural renovations, additions, new construction and complex engineering systems for commercial buildings. Work shall be accomplished in accordance with current building codes and standards in force at the time the project will be executed. For all projects Architect or Design Firm shall provide three printed copies and an electronic formatted copy of the final drawings and specifications to the Owner.

Pursuant to, and in accordance with, the terms of this Agreement, Owner may, from time to time, initiate a Task Order in accordance with this Agreement, setting forth a detailed description of the Architect or Design Firm’s Services / Project being requested. For any one project, the County will issue a task order as a Notice to Proceed with Professional Architect or Design Firm-Engineering Services in accordance with Article 6.1. See Exhibit ‘B’ for task order sample.

Each Task Order initiated by the County will be deemed a non-binding letter of intent until such time as the same is also executed by Architect or Design Firm. Upon the execution and delivery of a Task Order by both Owner and Architect or Design Firm, the applicable Task Order will be deemed accepted and shall become a binding agreement between the parties hereto, subject to the terms of this agreement, which shall become expressly incorporated by reference.

It is understood and agreed that the entering into of this Agreement does not create any commitment by Owner to issue a Task Owner at any time. Except as may be provided in a Task Order, Architect or Design Firm acknowledges and agrees that its engagement under this Agreement is non-exclusive and that Owner may engage any other party or parties to perform services similar to the agreed upon services as detailed herein.

The Architect or Design Firm shall provide prompt written notice to the Owner if the Architect or Design Firm becomes aware of any fault or defect in any Project under this Agreement, including errors, omissions or inconsistencies in the Architect or Design Firm’s Instruments of Service.

§ 1.2 The Architect or Design Firm shall perform its services consistent with the professional skill and care ordinarily provided by Architect or Design Firms practicing in the same or similar locality under the same or similar circumstances. The Architect or Design Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of each Project.

[8]
§ 1.3 The Architect or Design Firm shall identify a representative authorized to act on behalf of the Architect or Design Firm with respect to each Project.

§ 1.4 Except with the Owner’s knowledge and consent, the Architect or Design Firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect or Design Firm’s professional judgment with respect to any Project services performed under this Agreement.

§ 1.5 The Architect or Design Firm shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

The Architect or Design Firm and Architect or Design Firm’s consultants shall maintain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions, or negligent acts for which the Architect or Design Firm is legally liable in an amount not less than $1,000,000. This insurance shall be maintained in force by the Architect or Design Firm for a reasonable period after the date of Substantial Completion of the Work as agreed to by the Owner and Architect or Design Firm. The Architect or Design Firm and Architect or Design Firm’s consultants shall maintain insurance in an amount not less than the minimum limits required by law to protect it from claims under worker’s or workmen’s compensation acts, and insurance in an amount not less than $2,000,000 and on an occurrence basis to protect it from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom, and naming Owner as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Owner. Architect or Design Firm shall furnish to Owner Certificates of Insurance evidencing the insurance required by Section 1.5, including appropriate evidence that each type of insurance includes appropriate coverage for any particular county facilities project and that the required premiums therefore have been paid. The insurance required hereunder shall contain provisions that at least 30 days prior written notice will be given to the Owner in the event of cancellation, reduction in limits by endorsement, or nonrenewal of such insurance.

ARTICLE 2 OWNER’S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 calendar days after receipt of a written request from the Architect or Design Firm, the Owner shall furnish the requested information as necessary and relevant for the Architect or Design Firm to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project on each task order form. The Owner’s representative(s) will make timely decisions regarding written approval of each design phase within 7 business days after the design professional issues documents for approval in order to avoid unreasonable delay in the orderly and sequential progress of the Architect or Design Firm’s services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect or Design Firm. Upon the Architect or Design Firm’s request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect or Design Firm to furnish them as an Additional Service, when the Architect or Design Firm requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect or Design Firm if the Owner becomes aware of any fault or defect in any Project under this Agreement, including errors, omissions or inconsistencies in the Architect or Design Firm’s Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect or Design Firm and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect or Design Firm intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
§ 3.2 Upon full and final payment in regard to any Project under this Agreement, Architect or Design Firm agrees that all Instruments of Service, designs, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the Owner under the terms of this Agreement and the Task Order shall be properly arranged, indexed and delivered to Owner within fourteen (14) days after Owner’s request to Architect or Design Firm, and shall include one (1) electronic copy of all documents in a format to be designated by the Owner. The documents and materials made or maintained under this Agreement and the Contract Documents shall be and will remain the property of the Owner which shall have the right to use the same without restriction or limitation and without compensation to the Architect or Design Firm other than as provided in this Agreement. The Architect or Design Firm and Architect or Design Firm’s consultants, employees and agents waive any copyright or trademark interest in said deliverables. The Architect or Design Firm may, at its sole expense, reproduce and maintain copies of deliverables provided to Owner. The Owner acknowledges that the use of the information that becomes the property of the Owner pursuant to this Paragraph, for purposes other than those contemplated in this Agreement, shall be at the Owner’s sole risk.

§ 3.3 Upon execution of this Agreement, the Architect or Design Firm grants to the Owner an exclusive license to use the Architect or Design Firm’s Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect or Design Firm shall obtain similar exclusive licenses from the Architect or Design Firm’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Architect or Design Firm, SubArchitect or Design Firms, Sub-subArchitect or Design Firms, and material or equipment suppliers, as well as the Owner’s consultants and separate Architect or Design Firms, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect or Design Firm rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 are as set forth in Section 6.3 and Section 6.3.1.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect or Design Firm and Architect or Design Firm’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect or Design Firm and its consultants from all costs and expenses, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3 and Article 6, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect or Design Firm. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect or Design Firm and the Architect or Design Firm’s consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect or Design Firm shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect or Design Firm waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 The Architect or Design Firm and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 5.7.

DISPUTE RESOLUTION

§ 4.2.1 The method of binding dispute resolution shall be the following:

(Choose the appropriate box. If the Owner and Architect or Design Firm do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ « » ] Arbitration pursuant to Section 4.3 of this Agreement

[ « X » ] Litigation governed by the law of the State of Illinois.

[ « » ] Other (Specify)

« »
§ 4.2.2 In any action with respect to this Agreement, Owner and/or Architect or Design Firm are free to pursue any legal remedies at law or in equity. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect or Design Firm in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect or Design Firm’s option, cause for suspension of performance of services under this Agreement. If the Architect or Design Firm elects to suspend services, the Architect or Design Firm shall give fourteen days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect or Design Firm shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect or Design Firm shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect or Design Firm’s services. The Architect or Design Firm’s fees for the remaining services and the time schedules shall be equitably adjusted. However, nothing in this Agreement shall be interpreted to conflict with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.), which shall be controlling should any such conflict exist.

§ 5.2 If the Owner suspends a Project, the Architect or Design Firm shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect or Design Firm shall be compensated for expenses incurred in the interruption and resumption of the Architect or Design Firm’s services. The Architect or Design Firm’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends a Project for more than 90 cumulative days for reasons other than the fault of the Architect or Design Firm, the Architect or Design Firm may terminate this Agreement with respect to such project by giving not less than seven days’ written notice.

§ 5.4 Either party may terminate this Agreement with respect to such project upon not less than fourteen days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement with respect to such project upon not less than fourteen days’ written notice to the Architect or Design Firm for the Owner’s convenience and without cause. In the event of Architect or Design Firm’s insolvency, bankruptcy or receivership, case termination shall be effective immediately upon Owner’s receipt of notice of insolvency, bankruptcy or receivership. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this clause.

§ 5.6 In the event of termination not the fault of the Architect or Design Firm, or without cause, the Architect or Design Firm shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

§ 5.7 The Owner’s rights to use the Architect or Design Firm’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3 and Section 6.3.1.

§ 5.8 In the event Owner 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 the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Architect or Design Firm. In the event of a default due to non-appropriation of funds, Architect or Design Firm has the right to terminate the Agreement upon providing thirty (30) days written notice to Architect or Design Firm. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this clause.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect or Design Firm for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.1.1 For Basic Services, as described in Article 1, and any other services included in Article 8 as part of Basic Services, Basic Compensation shall be computed in accordance with the graduated fee schedule indicated in "Exhibit A". To the fullest extent possible, this schedule is proprietary and confidential. However, it is understood by Architect or Design Firm that all contracts entered
into by a government body, such as Owner, are open to public review and as such will be on file with the County Clerk’s office and can be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

§ 6.1.2 Where compensation is based on a stipulated sum or percentage of construction cost, progress payments for Basic Services in each phase shall total the following percentages of the total basic compensation payable for each project:

Schematic Design Phase: Fifteen Percent (15%)
(Preliminary Design)
Design Development Phase: Twenty Percent (20%)
(Preliminary Design)
Construction Documents Phase: Forty Percent (40%)
(Final Design)
Bidding or Negotiation Phase: Five Percent (5%)
Construction Phase: Twenty Percent (20%)
Total Basic Compensation One Hundred Percent (100%)

§ 6.1.3 COMPENSATION FOR ADDITIONAL SERVICES
§ 6.1.3.1 Compensation for additional services as identified in Article 8.2 shall only be provided if authorized or confirmed in writing by Owner. Compensation shall be computed hourly in accordance with the fee schedule below:

<table>
<thead>
<tr>
<th>Architect or Design Firm Name &amp; Hourly Rates</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$195</td>
</tr>
<tr>
<td>Project Mechanical Engineer</td>
<td>$165</td>
</tr>
<tr>
<td>Project Electrical Engineer</td>
<td>$165</td>
</tr>
<tr>
<td>Project Structural Engineer</td>
<td>$165</td>
</tr>
<tr>
<td>Project Architect or Design Firm</td>
<td>$135</td>
</tr>
<tr>
<td>Senior Project Coordinator</td>
<td>$75</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$55</td>
</tr>
</tbody>
</table>

Hourly rates are updated on an annual basis.

§ 6.1.3.2 For additional services of specialty consultants, including civil, asbestos, acoustic, interior design, security systems, information technology and audio/visual services, a multiple of 1.10 (one point ten) times the amounts billed to the Architect or Design Firm for such services. »

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect or Design Firm’s professional services and include expenses incurred by the Architect or Design Firm and the Architect or Design Firm’s consultants directly related to the Project, as follows:

.1 Out-of-town travel and subsistence, if authorized in advance by Owner;
.2
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4
.5
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, project websites, and presentation materials requested by the Owner;
.8 Architect or Design Firm’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance, in excess of that stipulated in Section 1.5;
.9 All taxes levied on professional services purchased by the Architect or Design Firm and on reimbursable expenses incurred by the Architect or Design Firm;
.10 Site office expenses if authorized in advance or requested by the Owner; and
.11 Other similar Project-related expenditures by the Architect or Design Firm, if authorized in advance or requested by the Owner.

§ 6.2.2 Reimbursable expenses incurred in connection with our services will be charged on the basis of cost, without additional markup.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT OR DESIGN FIRM’S INSTRUMENTS OF SERVICE
§ 6.3.1 Upon execution of this Agreement, the Architect or Design Firm grants to the Owner a exclusive license to reproduce the Architect or Design Firm’s Instruments of Service solely for purposes of constructing, using and maintaining the individual Projects, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Architect or Design Firm to provide a copy of the drawings and specifications to the Owner in an electronic format. The Architect or Design Firm shall obtain similar exclusive licenses from the Architect or Design Firm’s consultants consistent with this Agreement. Any termination of this Agreement prior to completion of a specific Project shall terminate this license in regard to that project. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service. If and upon the date the Architect or Design Firm is adjudged in default of this Agreement, or Owner pays Termination Expenses in accordance with Section 5.6, the foregoing license shall be deemed terminated and replaced by a second, exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the specific Project.

§ 6.3.2 Except for the licenses granted in Section 3 and 6.3.1, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect or Design Firm. However, the Owner shall be permitted to authorize the Architect or Design Firm, SubArchitect or Design Firms, Sub-subArchitect or Design Firms and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.3.1. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect or Design Firm and the Architect or Design Firm’s consultants. The Owner is authorized to use the Instruments of Service for future additions or alterations to this Project or for other projects. Any future use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect or Design Firm and the Architect or Design Firm’s consultants.

§ 6.4 PAYMENTS TO THE ARCHITECT OR DESIGN FIRM

§ 6.4.1 An initial payment of «zero dollars and zero cents » ($ «0.00 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect or Design Firm’s invoice.

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

« » «per annum »

§ 6.4.3 The Owner shall not withhold amounts from the Architect or Design Firm’s compensation to impose a penalty or liquidated damages on the Architect or Design Firm, or to offset sums requested by or paid to Architect or Design Firms for the cost of changes in the Work unless the Architect or Design Firm agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the State of Illinois.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect or Design Firm, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect or Design Firm shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect or Design Firm to execute certificates, the proposed language of such certificates shall be submitted to the Architect or Design Firm for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect or Design Firm to execute consents reasonably required to facilitate assignment to a lender, the Architect or Design Firm shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect or
Design Firm for review at least 14 days prior to execution. The Architect or Design Firm shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect or Design Firm.

§ 7.5.1 It is understood and agreed that Architect or Design Firm is an independent Architect or Design Firm and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Architect or Design Firm understands and agrees that Architect or Design Firm is solely responsible for paying all wages, benefits and any other compensation due and owing to Architect or Design Firm’s officers, employees, and agents for the performance of services set forth in the Agreement. Architect or Design Firm further understands and agrees that Architect or Design Firm is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Architect or Design Firm’s officers, employees and/or agents who perform services as set forth in the Agreement. Architect or Design Firm also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Architect or Design Firm, Architect or Design Firm’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Architect or Design Firm, Architect or Design Firm’s officers, employees and agents.

§ 7.6 Unless otherwise required in this Agreement, the Architect or Design Firm shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 Only following obtaining prior written approval in regard to each individual project the Architect or Design Firm shall have the right to include photographic or artistic representations of the design of the Project among the Architect or Design Firm’s promotional and professional materials. The Architect or Design Firm shall be given reasonable access to the completed Project to make such representations, if such written approval has been previously given by Owner. However, the Architect or Design Firm’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect or Design Firm in writing of the specific information considered by the Owner to be confidential or proprietary. Architect or Design Firm understands that such confidential information does include the schematics for secure areas of public buildings, and as such, Architect or Design Firm must receive prior written approval from Owner prior to releasing any project related documents to third parties. The Owner shall provide professional credit for the Architect or Design Firm in the Owner’s promotional materials for the Project.

§ 7.8 If the Architect or Design Firm or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and Architect or Design Firms whose contracts include similar restrictions on the use of confidential information. Architect or Design Firm understands that any secure areas of a public works building would be considered confidential and as such, Architect or Design Firm must receive prior written approval from Owner prior to releasing any project related documents to third parties.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«§8.1 This contract is in effect for three years from the date of execution. This contract may be renewed as mutually agreed upon in writing by both parties.

§8.2 ADDITIONAL SERVICES
GENERAL
The services described in the Article 8.0 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 8.3 and 8.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 8.4 are required due to circumstances beyond the Architect or Design Firm’s control, the Architect or Design Firm shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 8.4 are not required, the Owner shall give prompt written notice to the Architect or Design Firm. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect or Design Firm shall have no obligation to provide those services.

§8.3 PROJECT REPRESENTATION BEYOND BASIC SERVICES
§8.3.1 If more extensive representation at the site exceeds one visit per month, per project, for the Construction Phase of the Work, the Architect or Design Firm and/or Architect or Design Firm’s Consultants shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities as required and agreed to by the Owner in advance.
§8.3.2 Project Representatives shall be selected, employed and directed by the Architect or Design Firm and/or Architect or Design Firm’s Consultants, and the Architect or Design Firm shall be compensated therefor as agreed by the Owner and Architect or Design Firm. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B207 current as of the date of this Agreement, unless otherwise agreed.

§8.3.3 Through the presence at the site of such Project Representatives, the Architect or Design Firm shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishings of such project representation shall not modify the rights, responsibilities or obligations of the Architect or Design Firm as described elsewhere in this Agreement.

§8.4 CONTESTING ADDITIONAL SERVICES
§8.4.1 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner’s program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner’s failure to render decisions in a timely manner.

§8.4.2 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the Owner’s schedule, or the method of bidding or negotiating and contracting for construction.

§8.4.3 Preparing Drawings, Specifications or other documentation and supporting data, evaluating Architect or Design Firm’s proposals, and providing other services in connection with Change Orders and Construction Change Directives, unless required because of errors in the Contract Documents attributable to the Architect or Design Firm.

§8.4.4 Providing services in connection with evaluating substitutions proposed by the Architect or Design Firm and making subsequent revisions to Drawings, Specifications and other documentation resulting there from.

§8.4.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§8.4.6 Providing services made necessary by the default of the Architect or Design Firm, by major defects or deficiencies in the Work of the Architect or Design Firm, or by failure of performance of either the Owner or the Architect or Design Firm under the Contract for Construction.

§8.4.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect or Design Firm is party thereto.

§8.4.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§8.5 Consistent with Section 1.2, if as a result of Architect or Design Firm’s negligence, an error in the Construction Documents results in additional construction costs, the Architect or Design Firm shall be responsible for paying those additional construction costs.

§8.6 Consistent with Section 1.2, if a required item or component of the Project is omitted from the Architect or Design Firm’s Construction Documents, the correction of which requires additional field or office work, the Architect or Design Firm and Architect or Design Firm’s employees, consultants and/or agents shall be required to perform such additional work as may be necessary to remedy the same without undue delay and without charge to Owner. The Architect or Design Firm will be responsible for any additional costs related to the rework of previously installed or completed construction to allow for the installation of the omitted component.

§8.7 Architect or Design Firm shall obtain Owner’s prior written approval before Architect or Design Firm hires any consultants for use on the Projects under this Agreement. Any consultants hired by Architect or Design Firm to perform work at Kendall County Projects shall be supervised by the Architect or Design Firm and the Architect or Design Firm shall be solely responsible for any and all work performed by said consultants in the same manner and with the same liability as if performed by the Architect or Design Firm.

§8.8 The Architect or Design Firm shall defend, with counsel of Owner’s choosing, indemnify and hold the Owner, Kendall County, and/or the Kendall County Public Building Commission, their respective board members, elected officials, officers, insurers,
employees, agents, successors, and assigns (collectively referred to hereinafter as “Releasees”) harmless from and against any and all liability, damages, losses, fines, judgments and costs, including attorneys’ fees and expenses recoverable under applicable law, which Releasees may sustain, incur, or be required to pay arising out of Architect or Design Firm’s and/or Architect or Design Firm’s consultants, employees and/or agents performance or failure to adequately perform its obligations pursuant to this Agreement, Task Orders and the Contract Documents.

§8.9 For public security purposes, Architect or Design Firm agrees that no one shall be assigned to perform work on a Kendall County Project on behalf of Architect or Design Firm, Architect or Design Firm’s consultants, Architect or Design Firms, subArchitect or Design Firms and their respective officers, employees, agents and assigns unless Architect or Design Firm has completed a criminal background investigation for each individual to be performing work at the site. 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, Architect or Design Firm agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Owner. Owner, at any time and in Owner’s sole discretion, may require Architect or Design Firm and/or Architect or Design Firm’s Consultants to remove any individual from performing any further work under this Agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should Owner request a change in the manner in which services are being performed pursuant to this Agreement, Owner shall transmit the same to the Architect or Design Firm’s on-site foreman and/or to any other member of Architect or Design Firm’s management, who shall take immediate action and shall resolve the problem to Owner’s satisfaction. Architect or Design Firm’s failure to take immediate action and/or to resolve the problem to Owner’s satisfaction may result in a material breach of the Agreement.

§8.10 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If an adjudicator of competent jurisdiction finds that any provision(s) of the Agreement is invalid or unenforceable, but that by limiting such provision(s) it becomes valid and enforceable, then such provision(s) shall be deemed to be written, construed and enforced as so limited.

§8.11 Upon completion of the project and as a condition prior to payment in full, Architect or Design Firm shall tender to Kendall County a final waiver of lien for all consultants, Architect or Design Firms, subArchitect or Design Firms, sub-subArchitect or Design Firms, and suppliers.

§8.12 This Agreement calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (“the Act”). The Act requires Architect or Design Firms and subArchitect or Design Firms to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates.html. All Architect or Design Firms and subArchitect or Design Firms rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

§8.13 Architect or Design Firm, its officers, employees, agents, consultants, Architect or Design Firms, and subArchitect or Design Firms 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.

§8.14 If at the time the Agreement for this Project is executed, or 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 Act”), the Architect or Design Firm and Architect or Design Firm’s consultants agree to employ Illinois laborers on this Project in accordance with the Act. Architect or Design Firm understands that the Act defines (a) “period of excessive unemployment” as “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. Architect or Design Firm understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

§8.15 Architect or Design Firm and Architect or Design Firm’s consultants, employees, Architect or Design Firms, subArchitect or Design Firms, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

§8.16 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.
§8.17 The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect or Design Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect or Design Firm.

§ 9.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect or Design Firm

.2 Other documents:
(List other documents, including the Architect or Design Firm’s scope of services document, hereby incorporated into the Agreement.)

«Compensation Schedules – “Exhibit B”
Task Order Form – “Exhibit C” »

This Agreement entered into as of the day and year first written above.

OWNER – Kendall County

(Signature)

John Shaw, Kendall County Board Chairman

(Printed name and title)

ARCHITECT OR DESIGN FIRM

(Signature)

«»

(Printed name and title)

OWNER – Kendall County Public Building Commission

(Signature)

Jeff Wehrli, Kendall County Public Building

Commission Chairman

(Printed name and title)
## Attachment ‘A’

### PROJECT TYPES

#### REMODELING CLASSIFICATION

<table>
<thead>
<tr>
<th>GROUP I</th>
<th>GROUP II</th>
<th>GROUP III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Restoration</td>
<td>Building Mechanical / Electrical</td>
<td>Windows and Doors</td>
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<tr>
<td>Sewage Treatment Facilities</td>
<td>Systems</td>
<td>Roofing</td>
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<td>Boiler Conversion</td>
<td>Fire Alarm Systems</td>
<td>Tuck pointing</td>
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<td>Physical Plants</td>
<td>Emergency Generator/UPS Systems</td>
<td>Waterproofing</td>
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<td>Steam Distribution</td>
<td>Energy Management</td>
<td>Paving</td>
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<td>Systems</td>
<td>Exterior/Interior Finishes &amp; Trim</td>
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<td>Security Systems</td>
<td>Asbestos Abatement</td>
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<td>Water Supply Systems</td>
<td>Lead Abatement</td>
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<td></td>
<td>Waste &amp; Vent Systems</td>
<td>Intercom Systems</td>
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<td>Cooling Systems</td>
<td>Fire Suppression/Sprinkler Systems</td>
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<td>Air Handling Systems</td>
<td>Carpeting</td>
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<td>Laboratories</td>
<td>Structures Demolition</td>
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<td>Site Utilities</td>
<td>Re-tube Boilers</td>
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<td>Water Treatment Systems</td>
<td>ADA/Life Safety Compliance</td>
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<td>Electric Feeder Cables</td>
<td>Upgrades</td>
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<td>Electric Distribution Systems</td>
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#### REMODELING CLASSIFICATION

**BASE FEE COMPENSATION SCHEDULE**

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<tr>
<th>CONSTRUCTION COST BUDGET</th>
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<th>GROUP 3R</th>
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<td>Based on hourly rate</td>
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[18]
# PROJECT TYPES

## NEW CONSTRUCTION CLASSIFICATION

<table>
<thead>
<tr>
<th>GROUP I</th>
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<th>GROUP III</th>
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<tbody>
<tr>
<td>Auditorium / Performance</td>
<td>Computer Room / Labs</td>
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<td>Clean Rooms</td>
<td>Courthouses</td>
<td>Parking Structures</td>
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<td>Communications Building</td>
<td>Dietary Facilities/Kitchens/Cafeterias</td>
<td>Service Garages</td>
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<td>Complex Engineering Projects</td>
<td>Firing Ranges</td>
<td>Minimum Security Correctional Facilities</td>
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<td>Extended Care Facilities</td>
<td>High Voltage Electrical</td>
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<tr>
<td>Heating/Cooling Plants</td>
<td>Service/Distribution</td>
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<td>Laboratories</td>
<td>Laundry Facilities</td>
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<td>(Production &amp; Research)</td>
<td>Medical Office Facilities &amp; Clinics</td>
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<td>Medium Security Correctional Facilities</td>
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<tr>
<td>Facilities</td>
<td>Office Buildings</td>
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<td>Sewage Treatment Facilities</td>
<td>Water Treatment Facilities</td>
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<td>Water Control Structures</td>
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<td>Recreational Ponds / Lakes</td>
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## NEW CONSTRUCTION CLASSIFICATION

**BASE FEE COMPENSATION SCHEDULE**

<table>
<thead>
<tr>
<th>CONSTRUCTION COST BUDGET</th>
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<th>GROUP 3N</th>
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<tr>
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<th>Based on hourly rate</th>
<th>Based on hourly rate</th>
</tr>
</thead>
</table>

**Attachment ‘B’**

**Task Order**

[19]
Task Order Number _______ for Professional Services

Owner:
County of Kendall
111 Fox Street
Yorkville, Illinois 60560

Task Order Date:

Master Agreement Date:

Master Agreement Reference:
Kendall County Master Agreement Contract

Design Professional:
Architect or Design Firm Name
Architect or Design Firm Address
Architect or Design Firm Town, State & Zip

Project Description:
(insert project size, project type, new construction or renovation, etc.)

Contract Category (Exhibit ‘A’ of Contract Agreement)

Preliminary Project Schedule:
Professional design services will be completed within _____ days from the date of this task order.

Owner’s Representative(s):
Owner has designated the following representatives for this project:

Owner’s Preliminary Construction Budget:
Fee Percentage or Hourly; From Exhibit 'A'

Fee: (Construction Budget x Fee Percentage or Hourly)
Notification:

The County of Kendall, Illinois has issued a task order for professional Architect or Design Firmural and engineering services for the project as described above in accordance with our Master Professional Services Agreement dated: ____________________.

You are hereby directed to proceed with the above project and complete the work within the indicated project duration noted above.

Owner Signature: ____________________________________________

Title: __________________________________ Date: ________________

Architect or Design Firm Name Acceptance: ____________________________

____________________________________________

Title: __________________________________ Date: ________________

Attachment 'C'
SCOPE OF WORK

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined.

The Vendor's owner(s) is to be on-site to supervise or provide a competent foreman on-site to supervise all of the work involved in the Agreement and directly communicate with Kendall County. Vendor shall provide Kendall County with the name and contact information for the person(s) designated by Vendor to be on-site supervising all work performed by Vendor's officers, employees and/or agents pursuant to this Agreement.

Scope Of Work

PROGRAMMING, DESIGN, COST ESTIMATING, PROJECT MANAGEMENT/ADMINISTRATION AND PROJECT CLOSEOUT
SERVICES FOR THE KENDALL COUNTY JAIL & COURTHOUSE SECURITY SYSTEM

General
The successful bidder shall deliver schematic design narrative supported by illustrative drawing showing system architectures. A schematic design budget shall be provided to include the following scope of work. Complete final design with PE signature will be required.

- The existing personal computer control stations will be removed and replaced with new personal computer control stations as described herein.
- The existing Intercom head end will be replaced.
- Existing CCTV head end will be removed and replaced with an IP video system.
- Existing field devices such as intercoms, cameras, card readers and duress devices will be replaced.
- Existing wiring to be replaced entirely for all systems with the exception of the electro/mechanical locks.
- All existing utility control of elevators, lights, power receptacles and inmate phones will be maintained.

Courthouse

A. Locking Control System
Replace this system with the current day state-of-the-art locking control, PLC system, computer control stations, software and all system relays and components.

Locking Control System:
This cost would include the following:
  a. Two computer control stations (CCS) used for local controls.
  b. Programmable Logic Controller (PLC) System.
  c. Lock relays, power supplies, terminals and fuses.
  d. Uninterruptible Power Source (UPS).
  e. Existing equipment racks to remain and be re-used unless found to be unusable.
  f. Fiber optic communication network provided between all PLC locations.
  g. Existing millwork to remain at all locations.
  h. Existing door locks, door monitors and duress switches to remain.
  i. Existing device wiring will remain unless found to be unusable.
  h. Provide new software and programming for the systems.
  i. Provide an Event Recording Station as a part of the system. This unit will also provide the operator with the "take over" capabilities of the Public Safety Centers Locking Controls in the event of an emergency.

B. Security Hardware
Owner plans to continue to maintain the existing hardware per the manufacturers product specific recommendations. Therefore there is no cost for this component included in this summary.
C. CCTV/Video Surveillance System
Replace the existing analog video system, system software, analog video
switching and encoding units, analog cameras, viewing stations and digital video recording
units (DVR).
IP Video Surveillance System:
This cost would include the following:
b. VMS servers.
c. Network Video System Recorders (NVR) with storage space for 90 days.
d. Virtual Matrix Display Controller and software.
e. 192 (approximate) new fixed IP video cameras.
f. New CAT 6 cable to all interior video cameras, remote viewing stations and video
display monitors.
g. Three desk mounted LCD IP Video Spot Monitors (20”). Existing will be reused if
possible.
h. Four wall mounted LCD IP Video Monitors (42”). Existing will be reused as possible.
i. Six NVR Client Video viewing stations (with 32” monitor) remotely located within the
Courthouse.
j. Network Video POE Switches, patch panels, and Cat 6 connectivity.
k. Associated camera and video system licenses.
l. Fiber optic communication network between all Video system component locations.
m. System connectivity and programming for interfacing with the Locking Controls.
n. Uninterruptible Power Source (UPS).

D. Card Access System
Replace the card access control system device and network cabling in its
entirety. In addition the card access control system enrollment station,
system software, and network controllers be replaced as well.
Card Access System:
This cost would include the following:
a. One Card Access Control System enrollment station and associated system software.
b. Door and reader controllers will remain unless found to be unusable.
c. Access system network controllers, PLC interfacing components, power supplies and
associated network cabling.
d. Existing card readers, request to exit buttons, and keypads to remain.
e. Replace all network and field device wiring with new.
f. Uninterruptible Power Source (UPS).
g. System connectivity, I/O modules and programming for interfacing with the Locking
Controls PLC.

E. Intercom and Paging System
Replace the intercom and paging system headend, amplifiers, station
cards, relays and system power supplies.
Intercom and Paging System:
This cost would include the following:
a. Intercom system amplifiers.
b. Intercom system station relay boards.
c. Desk intercom speaker and microphones at control room.
d. Existing equipment racks will be reused unless found to be unusable.
e. Existing intercom wall mounted stations and paging speakers to remain.
f. Existing station cabling to remain and reuse.
g. Uninterruptible Power Source (UPS).
h. Fiber optic network for all system communications.
i. System connectivity and programming for interfacing with the Locking Controls.
j. Relays, power supplies, terminals and fuses.
k. System connectivity, I/O modules and programming for interfacing with the Locking
Controls PLC.
F. Video Arraignment System
Replace the video arraignment system headend components and system
network cabling at a minimum.

Video Arraignment System:

Miscellaneous Upgrades and Recommendations
a. Provide fiber optic cable between the Courthouse and the Public Safety Center. The
fiber will provide the necessary communications required for a back up computer control
station to be used in emergency situations.
b. Replace the exterior pole mounted camera fiber optic cable with fiber optic cable that is
rated for exterior use. Approximately 20 locations

Public Safety Center

Locking Control System
Replace the locking control, PLC system, computer control stations,
software and all system relays and components.

Locking Control System:
This cost would include the following:
a. Two computer control stations (CCS) at Central Control.
b. One Computer Control station at each of the two housing unit control rooms.
c. Programmable Logic Controller (PLC) System.
d. Lock relays, power supplies, terminals and fuses.
e. Connect to existing Uninterruptible Power Source (UPS).
f. Existing equipment racks to remain unless found to be unusable.
g. Millwork to remain at all locations.
h. Existing door locks, door monitors and duress switches to remain.
i. Existing device wiring will remain unless found to be unusable.
j. Programming for CCS and PLC systems.
k. One system Event Recording Station. This unit will also provide the operator with the
"take over" capabilities of the Courthouse Locking Controls in the event of an emergency.

I. Security Hardware
Owner plans to continue to maintain the existing hardware per the manufacturers
product specific recommendations. Therefore there is no cost for this component included
in this summary.

J. CCTV/Video Surveillance System
Replace the existing Video system, system software, analog video
switching and encoding units, analog cameras, viewing stations and digital video recording
units (DVR).

IP Video Surveillance System:
This cost would include the following:
b. VMS servers.
c. Network Video System Recorders (NVR) with storage space for 90 days.
d. Virtual Matrix Display Controller and software.
e. 126 (approximate) new fixed IP video cameras.
f. New CAT 6 cable to all interior video cameras, remote viewing stations and video
display monitors.
g. Three desk mounted LCD IP Video Spot Monitors (20"). Existing will be reused as
possible.
h. Four wall mounted LCD IP Video Monitors (42"). Existing will be reused as possible.
i. Six NVR Client Video viewing stations (with 32" monitor) remotely located within the
Public Safety Center.
j. Network Video POE Switches, patch panels, and Cat 6 connectivity.
k. Associated camera and video system licenses.
l. Fiber optic communication network between all Video system component locations.
m. System connectivity and programming for interfacing with the Locking Controls.
n. Connect to existing Uninterruptible Power Source (UPS).

Card Access System
Replace the card access system in its entirety to include all device, network and system cabling.

Card Access System
This cost would include the following:
a. One Card Access System enrollment station and associated system software.
b. Door and reader controllers.
c. Access system network controllers, PLC interfacing components, power supplies and associated network cabling.
d. Existing wall mounted card readers, request to exit buttons, and keypads to remain unless found to be unusable.
e. Replace all network and field device wiring with new.
f. Connect to existing Uninterruptible Power Source (UPS).
g. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.
h. Fiber optic communication network between all card access system component locations.

L. Intercom and Paging System
Replace the intercom and paging system headend, amplifiers, station cards, relays and system power supplies.

Intercom and Paging System:
This cost would include the following:
a. Intercom system amplifiers.
b. Intercom system station relay boards.
c. Desk intercom speaker and microphones at control rooms.
d. Existing equipment racks will be reused unless found to be unusable.
e. Existing intercom wall mounted stations and paging speakers to remain.
f. Existing station cabling to remain and reuse.
g. Connect to existing Uninterruptible Power Source (UPS).
h. Fiber optic network for all system communications.
i. System connectivity and programming for interfacing with the Locking Controls.
j. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.

M. Video Arrangement System
Replace the video arrangement system headend components and system network cabling at a minimum.

Video Arrangement System

N. Miscellaneous Upgrades
Provide Watch tour system devices in housing unit dayroom locations. Approximately 28 locations (includes PLC I/O modules, conduit and wire)

Approximate Number of Personal Computer Control Stations:
• Master Control - (2) PSC
• Master Control - (2) CH
• Pod Control - (4) PSC

Detention Controls Infrastructure:
• Upgrade existing network to Gigabit (1000Base-T).

Electrical Power Distribution and Lighting:
• Review existing control room lighting and verify luminance vs. IES standards and controllability of lighting and new Energy Code requirements.
• Verify suitability of maintaining existing lighting control system and interfaces with Security Management System.
• Review heat loads (heat gain) and system outputs vs. system capacities and ability to cool control and equipment rooms.
• Maintain strict specifications for all cabling to be installed in metal conduit suited for all environments. Provide system design to adhere to Code compliant exceptions that allow certain combinations of voltages together. Base all insulation class on environment and/or Kendall County standards, whichever is more stringent.

PERSONAL ALARM/DURESS SYSTEM:
• Provide control and annunciation of all duress receivers and duress pushbuttons currently controlled by the existing Security system.

UTILITY CONTROL:
• Replace existing utility control panels.
• Provide control & annunciation of lights, power receptacles, and inmate phones currently controlled by the existing Security system.

ELEVATOR CONTROL:
• Evaluate and recommend retaining or replacing existing elevator interface panels.
• Provide control & annunciation of elevators currently controlled by the existing Security system.

MISCELLANEOUS SYSTEMS:
• Provide control & annunciation of vehicle loop detectors currently controlled by the existing Security.
• Replace control & annunciation of motion detectors controlled by the existing Security system.

RADIA SYSTEM:
• Add a new loop to the two way radio amplification system in the South Pod area.

INTRANET LAW LIBRARY SYSTEM:
• Network the existing independent Pod cabinets together.
• Allow updates to be done to all Pod cabinets from a central location.
Design Development Project Specification and Drawings:
• Complete 100% of phase.

Construction Documentation:
• Complete 100% of phase.

Construction Administration/Project Management:
• Provide all project management functions including establishing schedules, arranging project team meetings, agendas, and minutes.
• Review and provide feedback on all RFI’s, approve change orders and pay applications.

Project Close Out:
• Perform functional testing of system with manufacturer to ensure security and CCTV systems are working properly.

Training:
• Coordinate training for County staff on new CCTV and Security systems. Must be electronically recorded via video recorder or other agreed upon method that is approved by the owner.

**Product Data Sheets**
Product data sheets must be included with all bids.

**Materials**
Complete listing of all materials must be included with all bids.

**SubArchitect or Design Firms**
A complete listing of all subArchitect or Design Firms must be included with all bids. The listing must include the Architect or Design Firms name, operating location, list of work to be completed and their ability to meet Kendall County insurance requirements.

**WORKING HOURS**
Normal working hours are Monday – Friday 7:30a.m. – 4:00p.m.

Note: This is a 24/7/365 and other hours can be arranged as needed.

**System Design**
The owner expects the current security systems to remain functional during the implementation and installation of the new security systems.

Architect or Design Firm is expected to provide a plan to show how the new security systems will be integrated into the existing security electronic systems rooms while maintaining current ability to operate existing systems.
The new security system needs to be scalable and capable of interfacing with desired future expansion of both facilities.

All new security systems and connection points must have:

1) The ability to connect at least 10% additional future integrated components without needing to add components to the new security systems.
2) The systems and components must be composed of *pieces* and parts that are non-proprietary and readily available.
Attachment ‘D’

PLACES OF SERVICE

Services performed under this agreement shall be at the following locations:
Kendall County Public Safety Center
1102 Cornell Lane, Yorkville, IL 60560

Kendall County Courthouse
807 W. John St.
Yorkville, IL 60560
Attachment ‘E’

FEES & REIMBURSEMENTS

Vendor shall submit an original invoice to Kendall County upon completion of all work to be performed pursuant to the Agreement. Kendall County shall submit payment to Vendor in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Each location shall be individually listed on the invoice with a sub-total for each location. See attached example.
Attachment ‘F’

Miscellaneous

A. Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the project’s objectives.

B. Addenda/Clarifications

Any changes to this RFP will be made by written addendum. No verbal modification will be binding.

C. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to Kendall County; 3) negotiating with Kendall County any matter related to this proposal; or 4) any other expenses incurred by the Proposer prior to the date of execution of the Proposed Agreement.

Kendall County shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

D. Exceptions and Deviations

Any exceptions to the requirements in this RFP, including the language in the contractual terms and conditions in Section V, must be included in the proposal submitted by the Proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

E. Kendall County’s Rights

Kendall County may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by Proposer, and require additional evidence of qualifications to perform the work described in this RFP. Kendall County reserves the right to:

1. Reject any or all proposals if such action is in the public interest.

2. Cancel the entire Request for Proposals.

3. Issue a subsequent Request for Proposals.

4. Remedy technical errors in the Request for Proposals process.

5. Appoint evaluation committees to review proposals.

6. Negotiate with any, all, or none of the RFP respondents.

7. Reject and replace one or more subArchitect or Design Firms.
This RFP does not commit Kendall County to enter into a contract, nor does it obligate Kendall County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

III. PROPOSAL CONTENTS

Proposals shall be prepared two-sided on 8-1/2" x 11" paper. Use of 11" x 17" fold-out sheets for large tables, charts or diagrams is permissible but should be limited. Index the proposal and sequentially number all pages throughout or by section.

The proposal must include, at a minimum, the following sections:

1. Transmittal Letter

Submitted on the firm’s official business letterhead. The letter to transmit the proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include the contact information and identify who specifically will be the contact for questions regarding the proposal.

2. Firm Introduction

Provide a brief company history and organizational structure of the firm.

An outline of the firm’s previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

Provide at least two references from each project used to demonstrate qualifications.

3. Team Introduction

An outline of the firm team personnel assigned to this project. Include staff resumes and current project assignments.

4. Work Plan and Organizational Chart

A detailed work plan that will identify the major tasks in each category in Attachment A – Scope of Services. Include the personnel classification performing the work, the number of hours anticipated for each category, and the total number of hours.

Include a Project organizational chart and general descriptions on firm approach to each category.
5. Schedule

Submit a project schedule showing key milestone dates as reflected in the work plan. For this proposal assume work can begin on January 4, 2016.

IV. RFP SCHEDULE

Kendall County will maintain this schedule for architectural selection:

Issue Request for Proposals: June 30, 2015

Proposals Due: August 30, 2015

Interviews with Project Team Week of December 16, 2015

Selection December 23, 2015

It is expected that no more than 2 firms will be requested to interview with the Project Team.

Additional details, scheduling, and interview questions will be provided to the firms to be interviewed.

V. SELECTION

Kendall County representatives will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation recommendation (85 points for qualifications and 15 points for fee proposal)

The factors and weighting on which proposals will be judged are:

1. Firm Qualifications (15 points)
   • Similar projects and scopes completed
   • Current projects being managed
   • Ability to complete project in a timely manner

2. Qualifications of Personnel Assigned to the Project (30 points)
   • Experience with similar projects
   • Strength of organizational chart

3. Approach and Methodology (30 points)
   • Project team management
   • Programming and Cost estimating
   • Project communications

4. Demonstration of Project Understanding (10 points)
   • Completeness and clarity of the proposal
   • Understanding the project objective and work tasks
• Proposed level of detail, documentation, and back-up material

The sub-total for qualifications is 85 points.

After the evaluation team discusses and ranks the firms the Fee Proposals will be opened and discussed. The lowest responsible cost proposal will be given the full 15 points. Points will be assigned to the other top 4 firms on a pro-rated basis.

No more than 2 firms from this process will be requested to interview with the Project Team. The interview panel will determine the final ranking of the firms.

Kendall County will award the contract to the firm that provides the County the “Best Value” for the work.

VI. CONTRACT TERMS AND CONDITIONS

A professional services agreement will be prepared by Kendall County upon selection of a firm. The professional services agreement will be the product of negotiations between the firm and the County.

Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties. General conditions set forth in this section will be incorporated into the professional services agreement. These provisions are considered minimum requirements and may be increased or expanded if it is agreed to be in both parties’ interests.

A. Standards

The Consultant shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above may be cause for cancellation of the contract effective the date of receipt of the Notice of Cancellation.