

**AGENDA  
MACON COUNTY BOARD MEETING**

**February 10, 2022, 6:00 P.M.**

**141 SOUTH MAIN, ROOM 514  
DECATUR, ILLINOIS**

**Caucus meetings will begin at 5:30 p.m. – NOTE that caucus meetings will not be broadcast via phone, web or other method. Only board members who are physically present at the caucus meetings will be permitted to participate. Caucus meetings are open to members of the public who wish to attend in person.**

**Republican Caucus will be held on the 4th floor of the County Building (room 414).  
Democratic Caucus will be held on the 8th floor of the County Building (room 804)  
Caucuses are open meetings and public comment is allowed. *Please note that public comment at caucus meetings may be limited such that all Board members may arrive at the County Board meeting on time at 6:00 p.m.***

**Caucus Agendas: Any and all items appearing on the agenda for the County Board meeting may be discussed. Final action occurs only at the County Board meeting.**

**NOTICE TO THOSE ATTENDING IN PERSON**

**CONSISTENT WITH GOVERNOR PRITZKER'S EXECUTIVE ORDER OF AUGUST 26, 2021  
FACEMASKS WILL BE REQUIRED IN ALL PUBLIC AREAS OF THE BUILDING**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. OPENING PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF MINUTES OF PRIOR MEETING**
- 6. RECOGNITIONS**
- 7. ZONING/SUBDIVISIONS**
- 8. CORRESPONDENCE**
- 9. CLAIMS**

10. **APPOINTMENTS**  
G-5361-02-22                    **Macon County Board Resolution Approving Reappointments to  
Emergency Telephone Systems Board – Keith Hackl & Adam  
Skundberg**
11. **CONSENT CALENDAR**  
G-5362-02-22                    **Macon County Board Resolution to Execute Deed to Convey Property  
in which Taxes were Delinquent**
12. **JUSTICE COMMITTEE**  
G-5363-02-22                    **Macon County Board Resolution Approving the Purchase of Office  
Furniture for the Probation Department through the Rent Surplus  
Funds in the Decatur Public Building Commission Lease Fund  
Account**
- G-5364-02-22                    **Macon County Board Resolution Approving Donation of Training  
Weapons**
- G-5365-02-22                    **Macon County Board Resolution Approving Intergovernmental  
Agreement for Macon County Sheriff's Police Services for the Village  
of Long Creek, Illinois**
- G-5366-02-22                    **Macon County Board Resolution Approving an Agreement between  
the Macon County Sheriff's Office and Flock Group, Inc.**
- G-5367-02-22                    **Macon County Board Resolution Amending the Public Defender's  
FY2022 Budget for the Payment of an Expert Witness Evaluation**
13. **EEHW COMMITTEE**  
G-5368-02-22                    **Macon County Board Resolution Approving Increase in  
Appropriations in the FY22 Health Fund Budget for MIECHV ARPA**
- G-5369-02-22                    **Macon County Board Resolution Authorizing Disposal of Surplus  
Property by the Macon County Health Department**
14. **OPERATIONS AND PERSONNEL COMMITTEE**
15. **LEGISLATIVE COMMITTEE**
16. **FINANCE COMMITTEE**  
G-5370-02-22                    **Macon County Board Resolution Approving an Increase in the Mileage  
Reimbursement Rate**
17. **NEGOTIATIONS COMMITTEE**
18. **TRANSPORTATION COMMITTEE**
19. **EXECUTIVE COMMITTEE**
20. **SITING, RULES & ORDINANCE SUB-COMMITTEE**

21. **BUILDING SUB-COMMITTEE**

22. **CITIZENS' REMARKS**

**(Limited to 5 minutes per person and for a total of 20 minutes)**

An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.

23. **OFFICEHOLDERS' REMARKS**

24. **OLD BUSINESS**

25. **NEW BUSINESS**

26. **CLOSED SESSION**

27. **ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION  
REAPPOINTMENTS TO  
THE EMERGENCY TELEPHONE SYSTEM BOARD**

- **Keith Hackl**
- **Adam Skundberg**

**RESOLUTION NO. G-5361-02-22**

**WHEREAS**, it is the desire of the Macon County Board Chairman to reappoint Keith Hackl and Adam Skundberg to the Emergency Telephone System Board for 4 year terms set to expire February, 2026:

Keith Hackl  
447 South Main Street  
Warrensburg, IL 62573

Adam Skundberg  
1145 Florian  
Mt. Zion, IL 625821

Terms Expire: February 2026

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the reappointments of Keith Hackl and Adam Skundberg to the Emergency Telephone System Board for 4 year terms set to expire in February, 2026.

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** this 10th day of February, 2022

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner , Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
TO EXECUTE DEEDS TO CONVEY PROPERTY  
ON WHICH TAXES WERE DELINQUENT**

**RESOLUTION NO. G-5362-02-22**

**WHEREAS**, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

**WHEREAS**, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

**WHEREAS**, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

**BE IT FURTHER RESOLVED** by the Macon County Board that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED the 10th day of February, 2022**

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

**Macon County February 2022  
Monthly Resolution List with Descriptions**

RES#	Account	Type	Account Name	Description
02-22-001	201700234	SUR	DELIHAH A HORNE	541 W. DIVISION ST. DECATUR 62526
02-22-002	1021141E	SAL	JOYCE LEE	899 W. NORTH ST. DECATUR, IL 2 STORY BRICK
02-22-003	1021111E	SAL	RED CARPET LIVING PROPERTIES LLC	1832 E. JOHNS AVE. DECATUR, IL 1 STORY FRAME
02-22-004	201700196	DEF-REC	SANDRA D LOTT & ALFONZO LEAKS	1356 N. HURON ST. DECATUR 62526

**Macon County Board Resolution Approving  
the Purchase of Office Furniture for the  
Probation Department through the Rent  
Surplus Funds in the Decatur Public  
Building Commission Lease Fund Account**

**RESOLUTION NO. G-5363-02-22**

**WHEREAS**, the probation department FY'22 budget was approved by the County Board; and

**WHEREAS**, the Probation Department is requesting approval to purchase office desks for 15 department staff; and

**WHEREAS**, the probation department budget does not have the available funds to purchase the furniture; and

**WHEREAS**, the purchase and of this furniture and delivery charge would be funded by the rent surplus funds in the 042-000 Decatur Public Building Commission Lease Fund account; and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the approval of this budget; and

**WHEREAS**, the proposed budget amendments were discussed by the Macon County Justice Committee on January 28, 2022 and recommended for approval to the Macon County Finance Committee, and

**WHEREAS**, the proposed budget amendments were discussed by the Macon County Finance Committee on January 31, 2022 and recommended for approval by the full Board, and

**WHEREAS**, the Finance Committee has agreed to this expenditure as follows,

Decreased Expenditure		
042-000-9040	Equipment	\$22,309.05

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the expenditure of the Decatur Public Building Commission Lease Fund budget as above.

**BE IT FURTHER RESOLVED BY THE** Macon County Board that this Resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 10<sup>th</sup> day of February, 2022.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

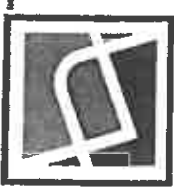
ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board





# NATIONAL BUSINESS FURNITURE

## Quote # QM617805 (v2)

National Business Furniture, LLC  
770 South 70th Street Milwaukee, WI 53214  
phone (800) 558-1010 x3514 fax: (800) 329-9349

Ship-To Address [pberter@probation.co.macon.il.us](mailto:pberter@probation.co.macon.il.us)

PATRICK BERTER  
DIRECTOR  
MACON COUNTY PROBATION DEPT  
333 S FRANKLIN ST  
DECATUR, IL 62523  
(217) 424-1444  
Source: 99  
Cat: 46  
Cust#: CF2723

Bill-To Address [pberter@probation.co.macon.il.us](mailto:pberter@probation.co.macon.il.us)

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
223762	8	L-Desk with Hutch-Left Return	Gray Maple	9-10 Wks	\$1,629.00	\$1,352.07	\$10,816.56
58153	7	L-Desk Right w/Hutch	Gray Wash Maple	9-10 Wks	\$1,629.00	\$1,352.07	\$9,464.49

### Important Information:

\*\*\*\*\*LIFTGATE REQUIRED ON TRUCK FOR DELIVERY\*\*\*\*\*

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 30 days from 1/12/2022, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at:  
<https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers>

Customer PO#:	Quoted By: HOLLY DIFRANCES	Ext: 3514	On: 01/12/22	Page 1
Merchandise				\$24,435.00
Total Discount				4,153.95
Merchandise Subtotal				20,281.05
Shipping & Handling				2,028.00
<b>Subtotal</b>				<b>22,309.05</b>
Total Tax				1,267.57
<b>Order Total</b>				<b>\$23,576.62</b>



700 South 70th Street, Milwaukee, WI 53214  
800-558-1010 | [www.NBF.com](http://www.NBF.com)

## Carbon L-Desk with Hutch - Left Return

Item#: 223762

Brand: NBF Signature Series

Collection: Carbon

[CLICK HERE to view available options](#)



### Product Details

#### Features:

- Includes an L-desk w/left return and a hutch with a tack board
- Textured, High-Pressure Laminate/Powder-coated Steel construction / fabric tack board
- 1 file drawer / 2 utility drawers / 2 flip-up door cabinets (lockable)
- Built-in tack board on hutch
- 2 grommets on desk / 1 grommet in return

#### Dimensions and Weight:

- Dimensions: 72"Wx96"Dx65"H
- Weight: 443.00 lbs.

### Alternate Images



**MACON COUNTY BOARD RESOLUTION  
APPROVING DONATION OF TRAINING  
WEAPONS**

**RESOLUTION NO. G-5364-02-22**

**WHEREAS**, the Macon County Sheriff's Office requests approval to donate Training Weapons, currently stored at the Macon County Law Enforcement Training Center; and

**WHEREAS**, the Macon County Sheriff's Office currently has Five (5) Training Weapons used for a training Simulator that are not being used by the Sheriff's Office; and

**WHEREAS**, the Howard G. Buffett Foundation donated these weapons to the Macon County Sheriff's Office in 2017; and

**WHEREAS**, the Macon County Law Enforcement Training Center has exclusive use of the training simulator used with these training weapons; and

**WHEREAS**, these five (5) training firearms would be transferred to the Macon County Law Enforcement Training Center only after all documented firearms have been legally transferred to them through a Federal Firearms Licensed Dealer; and

**WHEREAS**, this resolution was approved by the Justice Committee approved on January 27th 2022 and the Finance Committee on January 31st, 2022;

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves disposal of surplus equipment noted above;

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED and APPROVED** this 10th day of February, 2022

**AYES** \_\_\_\_\_ **NAYS** \_\_\_\_\_

**MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS**

**ATTEST:**

**BY:**

\_\_\_\_\_  
**Josh Tanner, Clerk for the  
County of Macon, State of Illinois**

\_\_\_\_\_  
**Kevin Greenfield, Chairman  
Macon County Board**

Simulator Weapons MCLETC

31	GLOCK 22 GEN4 40CAL FXD	WDN395
32	GLOCK 22 GEN4 40CAL FXD	WDN397
33	REMINGTON 887 TAC 12GA BLK SYN	ARM058671
34	COLT LE QUAD RAIL CARBINE .223	LE305021
35	COLT LE QUAD RAIL CARBINE .223	LE305110

**MACON COUNTY BOARD RESOLUTION  
APPROVING INTERGOVERNMENTAL AGREEMENT FOR MACON  
COUNTY SHERIFF'S POLICE SERVICES FOR  
THE VILLAGE OF LONG CREEK, ILLINOIS**

**Resolution No. G-5365-02-22**

**WHEREAS**, the Municipality is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Municipality's jurisdiction, and

**WHEREAS**, the Municipality is desirous of a contractual agreement with the County and Sheriff and the Sheriff is willing to permit off-duty deputy sheriffs so as to provide the Municipality with adequate professional police services for the protection of the citizens of the Municipality as well as the citizens of the County as a whole.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, it is agreed by and between the Parties as follows:

1. The Municipality will employ off-duty Macon County Sheriff's deputies at a rate of \$45.00 per hour. These deputies will be considered employees of the Municipality when performing police duties for the Municipality.
2. The Municipality will maintain all insurance needed for a typical police agency including, but not limited to, general liability, Workers' Compensation and auto liability insurance. The Municipality will not be required to provide the off-duty sheriff's deputies with any type of personal medical, dental, vision, or life insurance.
3. The Municipality expressly indemnifies and holds harmless the County against any claim by any person or entity made against the County — either directly or indirectly — based on the actions of an off-duty Macon County deputy sheriff who is working for the Municipality pursuant to this Agreement. The Municipality expressly agrees to pay any legal fees incurred by the County in defending such a claim.
4. The Municipality will supply a vehicle to be used by the deputies when on duty in the Municipality. The Municipality will be responsible for the gas, oil, repairs and maintenance on the vehicle. The Municipality will pay for the police markings for such vehicle.
5. The Municipality will be responsible for 100% of the dispatch fees assessed by the Central Illinois Regional Dispatch Center (CIRDC) attributable to police services within the Municipality by a deputy sheriff operating pursuant to the terms of this Agreement. Said costs may be invoiced by the Sheriff's Office to the Municipality or may be directly invoiced by the CIRDC to the Municipality.
6. The Municipality will retain any and all traffic fines from traffic citations issued by the deputies while working for the Municipality, using traffic citation booklets issued by the Municipality.
7. Deputies working for the Municipality will stay in the Municipality's jurisdictional limits unless it is necessary for said deputies to assist other law enforcement agencies outside the

Municipality's jurisdictional limits. The Sheriff understands that the deputies should remain in the limits of the Municipality unless absolutely needed in another area.

8. While deputies are working for the Municipality, they will be allowed to be in full Macon County Sheriff's uniform and use County issued equipment (including, but not limited to, weapons, duty belt, portable radio, etc.). The deputy will follow all guidelines of the Macon County Sheriff's Office Policy and Procedure Manual while employed by the Municipality as well as all rules of the Macon County Merit Commission.
9. The Municipality retains the right to excuse any deputy from their employment for any lawful reason. The Sheriff also reserves the right to prevent or dismiss any deputy from working for the Municipality for any lawful reason.
10. The Sheriff will provide all paperwork and forms with the exception of traffic citation booklets. Forms include, but are not limited to, offense reports, *Miranda* warnings, Notices to Appear, and domestic violence forms.
11. This Intergovernmental Agreement may be terminated at any time by the Municipality, the Sheriff, or the County Board should any Party feel that this Agreement is no longer desirable for either the Municipality or the County. This Intergovernmental Agreement may be amended by a mutual agreement of all Parties and executed with the formalities with which this Agreement was executed.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Intergovernmental Agreement on the dates set forth below. This Agreement shall take effect on the latest date of execution.

**WHEREAS**, the Justice Committee met on January 27, 2022; and

**WHEREAS**, the Finance Committee met on January 31, 2022; and

**PRESENTED, PASSED AND APPROVED** this 10<sup>th</sup> of February, 2022.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

By: \_\_\_\_\_  
Jim Root, Sheriff

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR  
POLICE SERVICES  
FOR  
THE [VILLAGE OF LONGCREEK]**

This Intergovernmental Agreement is made between the County of Macon, Illinois ("County"), the Macon County Sheriff ("Sheriff") and the [Village of Longcreek] ("Municipality") (collectively "Parties").

**WITNESSETH**

**WHEREAS**, the Municipality is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Municipality's jurisdiction, and

**WHEREAS**, the Municipality is desirous of a contractual agreement with the County and Sheriff and the Sheriff is willing to permit off-duty deputy sheriffs so as to provide the Municipality with adequate professional police services for the protection of the citizens of the Municipality as well as the citizens of the County as a whole.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, it is agreed by and between the Parties as follows:

1. The Municipality will employ off-duty Macon County Sheriff's deputies at a rate of \$45.00 per hour. These deputies will be considered employees of the Municipality when performing police duties for the Municipality.
2. The Municipality will maintain all insurance needed for a typical police agency including, but not limited to, general liability, Workers' Compensation and auto liability insurance. The Municipality will not be required to provide the off-duty sheriff's deputies with any type of personal medical, dental, vision, or life insurance.
3. The Municipality expressly indemnifies and holds harmless the County against any claim by any person or entity made against the County — either directly or indirectly — based on the actions of an off-duty Macon County deputy sheriff who is working for the Municipality pursuant to this Agreement. The Municipality expressly agrees to pay any legal fees incurred by the County in defending such a claim.
4. The Municipality will supply a vehicle to be used by the deputies when on duty in the Municipality. The Municipality will be responsible for the gas, oil, repairs and maintenance on the vehicle. The Municipality will pay for the police markings for such vehicle.
5. The Municipality will be responsible for 100% of the dispatch fees assessed by the Central Illinois Regional Dispatch Center (CIRDC) attributable to police services within

By: \_\_\_\_\_  
Chair, Macon County Board

\_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

**FOR THE SHERIFF**

By: \_\_\_\_\_  
Jim Root, Sheriff

Date: \_\_\_\_\_



**MACON COUNTY BOARD RESOLUTION  
APPROVING AN AGREEMENT BETWEEN  
THE MACON COUNTY SHERIFF'S OFFICE  
AND FLOCK GROUP INC.**

**RESOLUTION NO. G-5366-02-22**

**WHEREAS**, Flock Group Inc. is a company that provides a patented Vehicle Fingerprint technology that allows for the search of vehicle make, color, type, license plate, and unique details of vehicles; and

**WHEREAS**, The Macon County Sheriff's Office desires to access Flock's technology platform for investigative purposes, in order to view and search video recorded information by Flock Group Inc ; and

**WHEREAS**, this technology has proven to be valuable for solving crimes in Decatur and Macon County and

**WHEREAS**, Flock Group Inc. will allow the Macon County Sheriff's Office access to this technology during the terms of this agreement; and

**WHEREAS**, the terms and conditions in the contract were discussed and approved by the Justice Committee on January 27, 2022, and the Finance Committee on January 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the Macon County Sheriff to enter into the attached Memorandum of Understanding on behalf of Macon County.

**PRESENTED, PASSED and APPROVED this 10th day of February, 2022.**

**AYES \_\_\_\_\_ NAYS \_\_\_\_\_**

**MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS**

**ATTEST:**

**BY:**

\_\_\_\_\_  
**Josh Tanner, Clerk for the  
County of Macon, State of Illinois**

\_\_\_\_\_  
**Kevin Greenfield, Chairman  
Macon County Board**

## MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 ("**Flock**") and IL - Macon County SO with a place of business at 333 S Franklin St, Decatur, Illinois 62523 ("**Agency**") (each a "**Party**", and together, the "**Parties**").

Whereas, Agency desires to access Flock's technology platform and Flock Safety dashboard (together, the "**Flock Service**") for investigative purposes, in order to view and search videos recorded by Flock ("**Recordings**") which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the "**Purpose**").
2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, "Authorized Users" will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.
3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv)

interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

**4. Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**5. Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

**6. Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

**7. Term; Termination.**

**A. Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

**B. Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

**8. Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

**9. Limitation of Liability.**

**A. Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

**B. Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Confidentiality.**

**A. Obligations.** During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

**B. Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**11. Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

**12. Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

**13. Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

**FLOCK GROUP, INC.**

**IL - Macon County SO**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** Sheriff Root  
\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MACON COUNTY BOARD RESOLUTION  
AMENDING THE PUBLIC DEFENDER'S  
FY2022 BUDGET FOR THE PAYMENT OF  
AN EXPERT WITNESS EVALUATION**

**Resolution No. G-5367-02-22**

**WHEREAS**, the law requires that a County Board pay out of the County treasury necessary other expenses incurred by the Public Defender in the defense of cases after the Circuit Court of the County approves such expenses (55 ILCS 5/3-4009); and

**WHEREAS**, the Macon County Public Defender's Office was in need of an expert to perform an Evaluation and prepare a report regarding Pediatric Radiology in a pending Criminal Matter that it represents an appointed client; and

**WHEREAS**, the Public Defender has received an invoice from Dr. Jack Levenbrown, M.D., a regionally local expert for the amount of \$2,640.00 to perform said Evaluation to the needs of the case as an expert in Pediatric Radiology; and

**WHEREAS**, by prior consensus of this Board, appropriations to pay for testimony pursuant to court orders are to be made on an ad hoc basis because of the impossibility of predicting with certainty the amount necessary to fund such during a fiscal year; and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that the Evaluation that Macon County is obligated to pay cannot be paid without the amending of the Public Defender's FY2022 budget; and

**WHEREAS**, this Resolution was presented and discussed at the Justice Committee on January 27, 2022 and to the Finance Committee on January 31, 2022, and Finance Committee voted to recommend approval of this Resolution by the full County Board.

**NOW THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in regular session at Decatur, Illinois, that the Public Defender's FY2022 budget be amended as follows:

<u>Account</u>	<u>Amount</u>
<u>Increased Expense</u>	
001-120-7380	\$2,640.00

**BE IT FURTHER RESOLVED** this Resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 10<sup>th</sup> day of February, 2022.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board



**MACON COUNTY BOARD RESOLUTION  
APPROVING INCREASE IN APPROPRIATIONS  
IN THE FY22 HEALTH FUND BUDGET FOR  
*MIECHV ARPA***

**RESOLUTION NO. G-5368-02-22**

**WHEREAS**, the Health Department has just received notification of the MIECHV American Rescue Plan Act Funding for Home Visiting grant agreement with the Illinois Department on Human Services and

**WHEREAS**, provision for this grant was not included in the FY 22 budgets: and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable services will be compromised, and grant funding lost without the amending of the Health Fund budget; and

**WHEREAS**, the MIECHV program provides intensive Home Visitation services to new and expectant families to strengthen the parent-child relationship, encourage healthy child growth and development and nurture parents in their role as the child's first teacher, and prevent child abuse and neglect; and

**WHEREAS**, the American Rescue Plan Act of 2021, in section 9101, added new section 511A of the Social Security Act and appropriated funds to enable MIECHV Program recipients to address the needs of expectant parents and families with young children during the COVID-19 public health emergency; and

**WHEREAS**, the Health Resources and Services Administration (HRSA) issued ARPA awards to current MIECHV Formula Award grant recipients to support activities directly related to COVID-19 public health emergency response, in alignment with allowable uses of funds. HRSA intends for these funds to support home visiting activities that address immediate needs of parents, children, and families related to the COVID-19 public health emergency; and

**WHEREAS**, MIECHV ARPA dollars can only be spent on enrolled MIECHV families residing in at-risk communities for the following allowable purchases: technology, emergency supplies, and pre-paid grocery cards; and

**WHEREAS** the increase was discussed and approved by the Macon County Board of Health on December 21, 2021, the Macon County EEHW Committee discussed and approved this grant increase on January 27, 2022 and the Finance Committee discussed and recommended approval of this grant on January 31, 2022; and

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the amending of the Health Department's FY22 budget by increasing appropriations as follows:

Grant 619; Project 61900  
020-610-4500 Grant Revenue

\$15,137

020-610-8027 Grant Supplies \$15,137

**BE IT FURTHER RESOLVED** by the Macon County Board that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** this 10<sup>th</sup> day of February, 2022

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
AUTHORIZING DISPOSAL OF SURPLUS  
PROPERTY BY THE MACON COUNTY  
HEALTH DEPARTMENT**

Resolution No. **G-5369-02-22**

**WHEREAS**, the Macon County Health Department has surplus property that is no longer needed; and

**WHEREAS**, the property is unusable by the Macon County Health Department or any other entity due to expiration; and

**WHEREAS**, this resolution was discussed and recommended for approval by the Macon County Board of Health on January 18, 2022, the Macon County EEHW Committee on January 27, 2022, and the Macon County Finance Committee on January 31, 2022; and

**NOW THEREFORE, BE IT RESOLVED**, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the Macon County Health Department is authorized to take any steps necessary to donate or dispose of said property (desks, broken office chairs, obsolete computers and accessories, monitors, satellite dishes, antennas, broken safe, two drawer file cabinets, obsolete televisions and television/VCR combos and accessories, obsolete medical scale, broken glass table, obsolete dental equipment, autoclave sterilizing equipment, old printers, other obsolete and/or broken miscellaneous items).

**PRESENTED, PASSED, and APPROVED** this 10th day of February, 2022.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

**MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner  
Macon County Clerk

\_\_\_\_\_  
Kevin R. Greenfield  
Chair

**MACON COUNTY BOARD RESOLUTION  
APPROVING AN INCREASE IN THE  
MILEAGE REIMBURSEMENT RATE**

**RESOLUTION NO. G-5370-02-22**

**WHEREAS**, the Finance Committee met on January 31, 2022, and discussed the IRS announcement regarding the 2022 Standard Mileage Rate; and

**WHEREAS**, the Finance Committee agreed to follow IRS regulations regarding mileage reimbursement; and

**WHEREAS**, the said amount would be increased from the current 56 cents per mile to 58.5 cents per mile for business miles driven effective February 11, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves increasing the county's mileage reimbursement rate to 58.5 cents per mile per the IRS guidelines effective February 11, 2022.

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 10<sup>th</sup> day of February, 2022.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board