



**COUNTY OF KENDALL, ILLINOIS**  
**ADMIN HR COMMITTEE**  
**County Office Building**  
**County Board Rooms 210**  
**Thursday, March 8, 2018 at 5:30p.m.**

**MEETING AGENDA**

- 1. Call to Order**
- 2. Roll Call:** Lynn Cullick (Chair), Judy Gilmour (Vice Chair), Elizabeth Flowers, Matthew Prochaska, John Purcell
- 3. Approval of Agenda**
- 4. Approval of Minutes from February 21, 2017**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
  - *Approval of Resolution Extending the Agreement with Voluntary Action Center of DeKalb to run the Kendall Area Transit program*
  - *Discussion and Approval of RFQ for Health Insurance Broker*
  - *Review of Employee Handbook Revisions*
  - *Job Description Review*
- 8. Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2**
- 9. Items for Committee of the Whole**
- 10. Action Items for County Board**
- 11. Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time*

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**Meeting Minutes**  
**Wednesday, February 21, 2018**

**CALL TO ORDER** - Committee Chair Lynn Cullick called the meeting to order at 5:33p.m.

**ROLL CALL**

| Attendee Name     | Status  | Arrived  | Left Meeting |
|-------------------|---------|----------|--------------|
| Judy Gilmour      | Here    |          |              |
| Matthew Prochaska | Here    |          | 6:56p.m.     |
| Lynn Cullick      | Yes     |          |              |
| Elizabeth Flowers | Present |          | 6:49p.m.     |
| John Purcell      |         | 5:40p.m. |              |

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

Staff Present: Latreese Caldwell, Don Clayton, Scott Koeppel

**APPROVAL OF AGENDA**

Motion: Member Prochaska  
 Second: Member Flowers  
**RESULT: The agenda was approved by a 4-0 Voice Vote**

**APPROVAL OF MINUTES – January 17, 2017**

Motion: Member Gilmour  
 Second: Member Flowers  
**RESULT: Approved with a 4-0 Voice Vote**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

*Scott Koeppel, County Administration Department* - Mr. Koeppel reported that Technology has been working with KenCom, and that all KenCom data has been moved from the County servers to KenCom servers as of today. The fire reporting will be moved next, and then Montgomery Police Department will be next.

Mr. Koeppel reported that Gina Hauge has been working with the County Clerk's Office on updating laptops and computer training for the upcoming election in March.

Mr. Koeppel updated the committee on the search for the Technology Director, and said that he and Latreese Caldwell will begin reviewing applications next week, and hope to begin interviews in a few weeks.

Mr. Koeppel informed the committee that Kendall Area Transit (K.A.T.) has been approached by the Village of Montgomery regarding service for the Kendall County residents in the Village of Montgomery. Mr. Koeppel will keep the committee updated.

Ms. Caldwell reviewed claims analysis with the committee. Member Purcell asked Ms. Caldwell to bring the claims listed between \$100,000 and \$250,000 for FY15-16 and FY16-17 to the next meeting. Discussion on the increase in the Sheriff's Office Corrections division claims and whether the addition of Cook County inmates has any bearing on the increased number of claims to Deputies.

## COMMITTEE BUSINESS

- *Discussion about March Committee Meeting dates - **There was consensus by the committee to cancel the March 21, 2018 meeting due to the rescheduled County Board meeting to the morning of March 21, 2018, and to reschedule the meeting for Tuesday, March 27, 2018 at 5:30p.m.***
  
- *Discussion and Approval of Winning GIS Aerial Mission Proposal – Don Clayton, GIS Coordinator, reviewed the proposal, the various bids and bidders, the resolution, the altitude, control points, the side lap, and the lowest bidder. Mr. Clayton reported that the aerial mission is conducted every two-years at the request of the County Chief Assessor.*

Member Gilmour made a motion to forward the Approval of the winning bid to Surdex Corporation in the amount of \$29,500. to the County Board for approval, second by Member Purcell. **With five members voting aye, the motion passed.**
  
- *Authorize Legal Review of Aerial Mission Contract – After discussion of what the committee would like in the contract, Mr. Clayton will approach Surdex with the requests and report back to the committee. **There was consensus by the committee to not take action on this item.***
  
- *Health Insurance Broker RFQ – Mr. Koeppel reviewed an RFQ from the Village of Tinley Park model, and asked the committee for suggestions or ideas to use in crafting the County's RFQ. Discussion and recommended changes on the professional liability requirements, the Award wording, Responsibility and Default area, and the Project Overview Background area. Mr. Koeppel will make the suggested changes and bring back to the Committee at a future meeting.*
  
- *Review of Employee Handbook Revisions – item tabled to the next meeting*
  
- *Job Description Review - item tabled to the next meeting*

## ACTION ITEMS FOR MARCH 5, 2018 COUNTY BOARD AGENDA

- *Approval of the GIS Aerial Mission to Surdex Corporation in the amount of \$29,500.*

**ITEMS FOR THE MARCH 15, 2018 COMMITTEE OF THE WHOLE AGENDA – None**

**PUBLIC COMMENT – None**

**EXECUTIVE SESSION – Not needed**

**MEETING ADJOURNMENT**

|  |
|--|
| <p>Motion: Member Gilmour<br/>Second: Member Prochaska<br/>RESULT: <b>Approved with a Unanimous Voice Vote</b></p> |
|--|

This meeting was adjourned at 7:32p.m.

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**RESOLUTION TO EXTEND AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1)**

WHEREAS Kendall County and Voluntary Action Center of DeKalb (collectively, the “Parties”) entered into an AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1) on July 07, 2015 (the “the Contract”); and

WHEREAS Voluntary Action Center of DeKalb (“VAC”) has been an exemplary partner in operating and expanding the Kendall Area Transit (“KAT”) program; and

WHEREAS the KAT program is essential for developing the in improving quality of life in the County, especially amongst seniors and disabled; and

WHEREAS Section A, Paragraph 4(D), of the Contract contemplates an option to extend the Contract for an additional three years upon the written agreement of the Parties; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall

Section 1. The Parties hereby agree to extend the term of the Contract in accordance with the terms of the Contract as executed by the Parties on July 07, 2015.

Section 2. In consideration of the mutual covenants contained herein, VAC and Kendall County mutually covenant and agree as follows:

1. The Contract by its own terms, ends on July 01, 2018.
2. The parties hereby agree to exercise the option to extend the Contract for an additional three years, which will begin on July 01, 2018 and will end on July 01, 2021.
3. This Extension binds and benefits both parties and any successors and assigns. This document, including the Contract attached hereto and incorporated herein, is the entire agreement between the Parties.
4. All other terms and conditions of the Contract remain unchanged and in full force and effect.

PRESENTED and ADOPTED by the County Board, this X day of X 2018.

Approved:

Attest:

\_\_\_\_\_  
Scott R. Gryder, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder

16AM 15-23

**AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION  
FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF  
1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT  
OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC  
TRANSPORTATION ACT (30 ILCS 740/2-1)**

WHEREAS, this Pass Through Agreement, hereinafter referred to as the "Agreement", is made by and between Kendall County, Illinois, hereinafter referred to as the "Applicant", and Voluntary Action Center of DeKalb County, hereinafter referred to as the "Recipient"; and

WHEREAS, Applicant is eligible to receive pass-through funds for public transportation services from the Federal Transit Administration of the United States Department of Transportation ("U.S. DOT"), through the State of Illinois under Section 5310 of the Federal Transit Act, titled Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration, as amended (49 U.S.C. Section 5310), hereinafter referred to as "5310"; and

WHEREAS, Applicant is eligible to receive pass-through funds from the Regional Transportation Authority's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as "5311"; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as "DOAP", for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the "State", under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant's Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the "Service Area"); and

WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

## WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

### **Section A. Effective Date, Service Area, Termination Date, Prior Agreements.**

1. **Prior Agreements.** This Agreement revokes and replaces the previous agreement titled "Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)," executed by the Applicant and the Recipient on November 25, 2014.
2. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's annually approved combined 5311/DOAP Application, hereinafter referred to as the "Application" to provide a demand-response route transit system on behalf of the Applicant. The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
3. **Service Area.** The Applicant authorizes the Recipient to provide community and public transportation services within the limits of Kendall County, Illinois, hereinafter referred to as the "Service Area", as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.
4. **Termination Date.**
  - a. This Agreement shall remain in effect until July 1, 2018. However, this Agreement may be terminated before July 1, 2018 if the Applicant provides sixty (60) days advance written notice to the Recipient of its intent to terminate this Agreement.
  - b. The Recipient shall have the right to terminate this Agreement before July 1, 2018 if the Recipient provides one hundred eighty (180) days prior written notice to the Applicant of its intent to terminate this Agreement, except in the event that the Applicant passes an ordinance regulating or taxing Recipient, in which case, Recipient shall have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the Applicant.
  - c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.
  - d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three years. Any such extensions shall be executed by all parties no later than sixty (60) days prior to the termination date.

## **Section B. Operations**

1. During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the "Project", contained in the Application.
2. Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.
3. Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.

## **Section C. Recipient's General Obligations**

The Recipient shall furnish the following management tasks in order to continue to provide an efficient transit system.

1. **Transportation Operation including:**
  - a. Supervision of all transit personnel employed by the Recipient.
  - b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.
  - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
  - d. In partnership with Applicant, soliciting funding and service contracts with local agencies.
2. **Schedule Operations including:**
  - a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.
  - b. Seeking consensus of the Applicant and Recipient's Service Advisory Committee, hereinafter referred to as the "Committee", prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.
  - c. Posting and promoting service schedules.
3. **Employee Selection, Safety and Training including:**
  - a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
  - b. Direction and supervision of said employees' training as needed.
  - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.



4. **Required Reporting and budgeting on behalf of the Applicant including:**
  - a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant's Program Compliance Oversight Monitor, hereinafter referred to as the "PCOM".
  - b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
  - c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.
5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.
6. If, for any reason, Recipient becomes ineligible to receive funding under 5310, Recipient shall notify Applicant of its ineligibility within forty-eight (48) hours of becoming aware of its ineligibility.

**Section D. General Requirements**

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and medical payments coverage of at least \$5,000 per person. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Hold Harmless.** Recipient hereby covenants and agrees to hold Applicant harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Recipient or which may arise or result by reason of the negligence of the Recipient, its officers, employees and/or agents.
9. **Force Majeure.** Recipient shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Recipient.

#### **Section E. Amount of Grant**

For eligible operating expenses incurred during the calendar year (hereinafter referred to as "fiscal year"), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5310.
2. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5311.
3. Up to 65% of Recipient's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Recipient from any other state or local agency does not exceed Recipient's actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

**Section F. Records, Information and Reports**

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to its performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

**Section G. Equal Employment Opportunity**

1. **Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
2. **Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the "Regulations".
3. **Non-Discrimination.** Recipient, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subrecipients, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination.
4. **Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations. Recipient shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this agreement. Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this agreement. Failure by the Recipient to carry out these requirements is a material breach of the agreement, that may result in the termination of this agreement or such other remedy as the Applicant deems appropriate.

## **Section H. Notices**

1. Any notices directed to Kendall County shall be sent to:

Jeff Wilkins  
Kendall County Administrator  
Kendall County  
111 W. Fox St.  
Yorkville, IL 60560

2. Any notices directed to Voluntary Action Center shall be sent to:

Tom Zucker  
Executive Director  
Voluntary Action Center  
1606 Bethany Road  
Sycamore, IL 60178

## **Section I. Miscellaneous**

1. Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass through agreement and not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.
2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, hereinafter referred to as the "Act". The Act requires Recipients and subrecipients 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 more 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 Recipients and subrecipients rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
3. Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

4. Recipient agrees to comply with the applicable provisions of the most current Grant Agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 *et seq.*).
5. Applicant and Recipient agree to comply with the Technical Services Agreement, between the Regional Transportation Authority and the Applicant, to provide eligible Section 5310 services.
6. Recipient agrees it will defend with counsel of the Applicant's choosing, indemnify and hold harmless the Applicant and their respective insurers, officers, employees, and agents harmless against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the Applicant and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to this Agreement.
7. With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. This Agreement and the Vehicle Lease Agreement collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. 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.
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 a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
11. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

12. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and Recipient with respect to the subject matter hereof.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this 7 day of July, 2015.

VOLUNTARY ACTION CENTER

BY: Tom Zucker  
Tom Zucker, Executive Director

WITNESS: Paul LaLonde  
(print Witness name)

KENDALL COUNTY, ILLINOIS

BY: John A. Shaw  
John A. Shaw, County Board Chairman

ATTEST:  
BY: Debbie Gillette  
Debbie Gillette, County Clerk

| 2018 Health Insurance Broker RFQ Calendar |                          |            |
|---|--------------------------|------------|
| Date                                      | Item                     | Meeting    |
| 3/15/2018                                 | Review RFQ               | COW        |
| 3/21/2018                                 | Approve RFQ              | Full Board |
| 3/22/2018                                 | Start Accepting Response | Staff      |
| 4/17/2018                                 | End Responses            | Staff      |
| 4/18/2018                                 | Review Responses         | HRA        |
| 5/7/2018                                  | Interviews               | HRA        |
| 5/10/2018                                 | Top 3 interview          | COW        |
| 5/15/2018                                 | Award Winner             | Full Board |

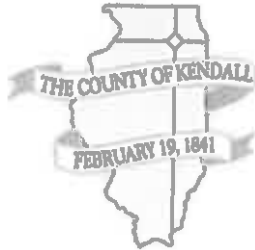
### Alternate Scenario

1. How many days do we want the RFQ out "on the street?" ...30 days on the street > 3/22 - 4/20
2. To allow RFQ to be "on the street" for 30 days > change 4/18 meeting to a special meeting the week of 4/23 - 4/27
3. Could the HRA/Admin Committee interview and select finalist at 5/7 meeting to be interviewed for 5/10 COW? ...could move 5/7 meeting to first week in May: 4/30 - 5/4 during the day for interviews (all submissions)
4. 5/10 COW - interview the finalists

### Questions

1. 5/7 Meeting: did the HRA/Admin Committee intend a "paper" review all the submissions, or in-person interview of all submission, then select finalist to present at 5/10 COW?
2. Does it matter how long the RFQ is on the street?
3. Who will conduct in person interviews?
  - a. HRA/Admin
  - b. COW
4. Will interviews be in the evening or during the day?





Kendall County, Illinois

## REQUEST FOR QUALIFICATIONS

### *Health Insurance Brokerage Services*

March 2018

This Request for Qualifications ("RFQ") is for the purpose of evaluating the qualifications of a qualified firm to provide Health Insurance Brokerage services. Kendall County may, but is not required to, enter into a professional working relationship with a qualified firm as a result of this RFQ.

**GENERAL REQUIREMENTS:**

Proposers are to submit ten (10) packets. ~~Submit one (1) original plus nine complete copies of the proposals.~~ Firms may be notified that they have been selected for further evaluation.

Commented [SK1]: Does the Committee want packets? Are digital responses OK?

**SUBMISSION LOCATION:**

Kendall County Administration  
111 W. Fox St  
Yorkville, IL 60560

**SUBMISSION DATE:**

Friday April 27<sup>th</sup>, 2018 by 4:00 p.m.  
Responses received after the time specified will not be opened.

**CONTACT QUESTIONS:**

Submit questions via email to: Kendall County Administration, attention Scott Koeppel, County Administrator, at [skoeppel@co.kendall.il.us](mailto:skoeppel@co.kendall.il.us). Questions are required no less than three (3) business days prior to the RFQ submission date. Absolutely no informal communication shall occur regarding this RFQ, including requests for information or speculation between Proposers or any of their individual members and any Kendall County elected official or employee. All questions will be answered with a copy of the question and answer to each proposer that the County is aware of and may be answered by addendum.

Commented [SK2]: Can Proposers ask Questions? Who should answer them?

**CONTENTS:**

The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- Notice of RFQ
- General Terms and Conditions
- Project Overview
- Submission Requirements
- References

**GENERAL TERMS AND CONDITIONS**

1. **Negotiations:**  
Kendall County reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFQ. Nothing in this RFQ is intended as a contract or as any kind of promise or commitment to enter into an agreement.
2. **Confidentiality:**  
RFQs and responses thereto are subject to the Illinois Freedom of Information Act ("FOIA").
3. **Reserved Rights:**  
Kendall County reserves the right, at any time and for any reason, to cancel this RFQ or any portion thereof, to reject any or all RFQs. The County reserves the right to waive any immaterial defect in any RFQ. The County may seek clarification from a proposer at any time, after the submission date, and failure to respond promptly is cause for rejection.
4. **Incurred Costs:**  
Kendall County will not be liable for any costs incurred by respondents in replying to this RFQ.
5. ~~Awards:~~  
The Human Resources and Administration Committee of the Kendall County Board will review all of the proposals and make a recommendation to the full County Board for final approval.
6. **Discussion of RFQ:**  
Kendall County may conduct discussions with any proposer who submits a response to this RFQ. During the course of such discussions, the County shall not disclose any information derived from one proposer to any other proposer.
7. **Time and Effort:**  
Time is of the essence. The broker shall be able to devote sufficient resources to Kendall County.
8. ~~Responsibility and Default:~~  
The proposer shall be required to assume responsibility for all items listed in this RFQ. The successful proposer shall be considered the sole point of contact with Kendall County for purposes of this agreement.
9. **Interpretations or Correction of Request for Qualifications:**  
Proposer shall promptly notify Kendall County of any ambiguity, inconsistency or error that they may discover upon examination of the RFQ. Interpretation, correction and changes to the RFQ will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.
10. **Addenda:**  
Addenda are written instruments issued by the County prior to the date of receipt of qualifications, which modify or interpret the RFQ by addition, deletions, clarifications, or corrections. Each proposer shall ascertain prior to submitting a qualifications packet that all addenda issued have been received, and by submission of a qualification packet, such act shall be taken to mean that such proposer has received and understands fully the contents of the addenda.
11. ~~Federal, State, and Local Laws:~~  
Proposer shall follow all Federal, State, and Local laws.
12. ~~Insurance: Please submit certificates with your proposal.~~  
The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of credible insurance. Insurance in the following types and amounts is necessary:
  - Professional Liability to include, but not be limited to, coverage for Errors and Omissions to

Commented [SK3]: New wording

Commented [SK4]: New wording (was confusing)

Commented [SK5]: New item

Commented [SK6]: The committee had questions about this and no changes were made.

respond to claims for loss therefrom:

- o General Aggregate Limit           \$1,000,000
- o Each Occurrence Limit           \$ 500,000

Proposer agrees that with respect to the above required insurance, Kendall County shall:

- o Be named as additional insured by endorsement as their interest may appear;
- o Be provided notice within thirty (30) days, in writing, of cancellation or material change to said policy;
- o Be provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of any working relationship and thereafter with certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

**13. Change in Status:**

The proposer shall notify Kendall County immediately of any changes in its status resulting from any of the following: (a) proposer is acquired by another party; (b) proposer becomes insolvent; (c) proposer, voluntarily or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Kendall County shall have the option to terminate any professional working relationship with the vendor immediately on written notice based on any such change in status.

**14. Precedence:**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Kendall County Request for Qualifications; and the Proposers Response to RFQ.

**15. Submittal and Evaluation Factors:**

The most promising responses as determined by Kendall County will be evaluated in detail. Additional information may be sought from Firm(s). Firms may be asked to present and explain their proposals. The key person to be assigned to this project must be present at this interview. The County reserves the right to waive non-material deficiencies in any proposal.

Commented [SK7]: Bold and underline for emphasis

Proposals will be evaluated by the County. The County reserves the right to reject any or all proposals and is not and shall not be bound to select one or more Proposer to provide services to the County.

The County also reserves the right to exercise its discretion and be the sole judge of all proposals.

Criteria includes but is not limited to the following:

Commented [SK8]: New wording

1. Understanding of the work required as evidenced by the proposal and the ability of the Broker to commence work in a timely manner. Completeness of proposal will be critical.
2. The qualifications of the company;
3. The scope of the services offered;
4. Ability to work with and relationship with and access to major health insurance carriers;
5. Completeness and responsiveness to the requirements of the RFQ;
6. Experience, qualifications and competency in providing insurance agency /Brokerage and consulting services to units of local government in the State of Illinois;
7. Experience of the individual and/or team that will be assigned to the County;
8. Experience in evaluating operations and making recommendations that are feasible;
9. Understanding of the project's objectives and scope as evidenced by the quality of the proposal submitted;

10. Good service and good value shall weigh heavily in the selection process.
11. Firm compensation assessment.

**PROJECT OVERVIEW**

1. **Intent:**  
Kendall County may enter into a service agreement with a qualified firm to provide Health Insurance Brokerage services for the Kendall County.
2. **Background:**  
Kendall County (population of approximately 122,000) employs over 320 employees. Full time employees are eligible for County insurance programs, which include health, dental and life insurance programs. The County has also implemented a wellness program it wishes to enhance.
3. **Project Scope of Services:**  
The purpose of this Request for Qualifications ("RFQ") is to select a Firm qualified to represent the insurance interests of the County. As this is an Agent/Broker RFQ, insurance/risk management consultants and carriers will not be considered. The selected Firm is expected to provide qualified and expert professional services, including but not limited to:
  - a. Once a month (or as requested), review the County's current insurance program in person and provide reports to the Human Resources and Administration Committee.
  - b. Annual recommendations concerning changes in terms, conditions and limits of coverage; based on best industry practices, the need for ancillary insurance services, additional coverage and modifications, updating or upgrading of existing coverage (s).
  - c. Upon approval by the County, annual marketing of County's health insurance program, including, a negotiation of carrier contract extension or change (s). This service will include comprehensive assistance and guidance in completing the insurance application process in a timely fashion.
  - d. Solicitation of proposals from qualified insurance carriers on an annual or as needed basis who are experienced and familiar with units of local government in Illinois.
  - e. Development of bid specifications to be submitted to the insurance marketplace for which proposals are sought.
  - f. Evaluation of proposals submitted by insurance carriers relative to compliance with insurance specifications, cost and ability of each carrier to perform as required including relative solvency.
  - g. Detailed report of solicited policy renewal options available to the County.
  - h. Examination and approval of issued policies and bonds for conformance with the County's specifications and the carrier's proposal.
  - i. Provision of an annual stewardship report, including insurance schedule, policy summaries, review of past year's activities and outlook for coming year's market conditions.
  - j. Assistance to the County in drafting insurance specifications for contracts and agreements as requested (Example - union contracts).
  - k. Advice to the County on new developments in the field of insurance.
  - l. Advice and assistance in enhancing the County's wellness program.
  - m. Provide training and / or assistance with insurance carrier's web based applications.
  - n. The selected broker/consultant will be expected to work in partnership with the County staff to perform the following services:
    - Provide recommendation for the proposed benefit components, specifically in the area of design, funding, cost and administration.
    - Conduct renewal negotiations with the carrier(s) and vendors and prepare a complete and detailed accounting of all claim costs, provider access fees, administrative expenses, risk charges, etc.
    - Organize, attend, and provide materials at annual employee benefits enrollment fair.
    - Provide general problem solving throughout the plan year.
    - Promptly assist staff with the resolution of employee claim issues.
    - Any other duties critical to the proper formation of a health insurance plan and its optimal operation and participation.

Commented [SK9]: New wording

Commented [SK10]: Added

Commented [b11]: Added

Commented [b12]: Not only staff but employees as well

Commented [SK13]: Added

4. **Submission Requirements:**

Commented [SK14]: Does the committee want to require anything else as part of the submission?

**Section 1.0 – Executive Summary**

Provide a brief summary which describes and highlights your firm's experience, qualifications, and expertise and why your team would be the best brokerage choice for Kendall County. Please state your firm's business organization type (sole proprietor, partnership, corporation, etc.).

**Section 2.0 – Relevant Experience**

Provide a detailed description for other clients you currently serve. Emphasis should be placed on work completed within the last five years by the specific personnel being proposed to work on this project.

**Section 3.0 – Project Design and Management Team**

Provide an organization chart graphically illustrating how your firm would staff and structure your proposed team for brokerage services.

**Section 4.0 – Compensation and Term**

Provide desired contract length and proposer compensation for broker services.

Commented [SK15]: New

**Section 5.0 – Firm Differentiation**

This section represents one of the most important sections for the selection of the short listed firms. Please respond to the individual questions carefully and succinctly.

**Team Leadership**

- Who on your team will provide consistent day-to-day service to the County of Kendall?
- What are your expectations for performance of this individual with regard to providing Kendall County with high quality insurance brokerage services?
- List and rank ten (10) key attributes or abilities this firm possesses that Kendall County is seeking.

**Budget**

How does your firm maximize and maintain the lowest possible insurance quotes for your clients? Cite examples of specific things that you have done with your other clients to meet this objective.

**Section 6.0 – References**

Provide three (3) company references and three (3) references for the proposed primary insurance broker



What you learn today can create a better tomorrow.

Your financial future is in your hands, so **get the insights, guidance and educational materials you need** to make the most of your deferred compensation plan.

To learn more, meet with your Nationwide® Retirement Specialist at our next event.

## Employees of Kendall County Deferred Comp Q & A

**Thursday, March 22nd, 2018**

**Deferred Comp presentation times at 12:00pm, 12:30pm, 1:00pm, and 1:30pm at the Health Department. And 5:00pm at the County Office Building Boardroom. Learn how participating in the 457b Deferred Comp program can help you become Retirement Ready. A short presentation will be followed by Q & A.**



Contact your Nationwide Retirement Specialist:  
**Don Regan**  
309.660.2917  
regand2@nationwide.com



Contact your Nationwide Retirement Specialist:  
**Tom Bussard**  
888.401.5272  
nrsforu@nationwide.com

<http://retirementready.myretirementappt.com>

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