



**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
COUNTY OFFICE BUILDING  
County Board Rooms 209-210  
Thursday, December 14, 2017 at 4:00 PM  
AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Scott Gryder, Lynn Cullick, Judy Gilmour, Matt Kellogg, Audra Hendrix, Matthew Prochaska, John Purcell, Bob Davidson, Elizabeth Flowers, Tony Giles
- 3. Old Business**
- 4. New Business**
  - *Presentation on Demand response using County Generators by Chris Childress of Progressive Energy.*
  - *Presentation on installing Solar Field to provide power for County Properties by Chris Childress of Progressive Energy*
  - *Approval of Licensing Intergovernmental Agreement between Kendall County and KenCom with a Onetime buy in cost of \$28,275.00 and annual maintenance cost through 2026 not to exceed \$55,682.06*
  - *Approval of Assignment Intergovernmental Agreement between Kendall County and KenCom*
  - *Approval of Attachment A to the Licensing Intergovernmental Agreement between Kendall County and KenCom for LERMS annual maintenance cost through 2026 not to exceed \$373,960.03*
  - *Review and Discussion of Security and Operations Intergovernmental Agreement between Kendall County Sheriff and KenCom*
  - *Discussion on Streamlining the Zoning Process – Boards & Commissions Review Ad Hoc Committee*
- 5. Public Comment**
- 6. Questions from the Media**
- 7. Chairman's Report**
- 8. Review Board Action Items**
- 9. Executive Session**
- 10. 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*

**Kendall County  
Committee of the Whole Meeting  
Minutes  
November 16, 2017**

**Call to Order at 6:00 PM**

**Present: Scott Gryder, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Audra Hendrix (excused at 7:40pm), Matt Kellogg, Matt Prochaska and John Purcell**

**Approval of Agenda**

Member Prochaska moved to approve the agenda as written. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

**Approval of Minutes**

Member Prochaska moved to approve the minutes from October 11, 2017. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

**Committee Business**

**Economic Development Committee**

Bart Olson from the United City of Yorkville spoke about the downtown redevelopment project area #1 extension. The City is looking for a letter of support from the County to extend the ending date from 2029 to 2041.

**Admin HR Committee**

Worker's Compensation Bid asked to be on the agenda for approval from ICRMT in an amount not to exceed \$171,411. A worker's compensation bid was also received from IPRF. Discussion on the bids received and the services offered by each bidder. Discussion on competitive bidding and professional services.

**Break and Reconvene**

**Finance Committee**

Discussion on Fiscal Year 2018 budget and what to do if the Health Department doesn't agree to contribute the amount requested and their levy. Discussion on the State's Attorney budget remaining flat with 2017.

### **Executive Session**

Member Cullick moved to go into executive session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. Motion carried 7-1.

### **Reconvene**

### **Action Items for County Board**

- Approval of Worker's Compensation bid in an amount not to exceed \$171,411.

### **Adjournment**

Ms. Prochaska moved to adjourn the meeting. Ms. Flowers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Debbie Gillette  
Kendall County Clerk



**POWERPAY**  
DEMAND RESPONSE PROGRAM

enrollment  
form

Company Name: \_\_\_\_\_ (Hereinafter, "We" or "Our") Utility Zone: \_\_\_\_\_

Utility Acct #(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Tel # \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

We hereby enroll in NRG Curtailment Solutions, Inc. (NRGCS) PowerPay Program(s) and authorize NRGCS to be our exclusive demand response provider for all applicable programs offered with PJM Interconnection, LLC (PJM) or utility companies relating to energy, capacity and ancillary services. It is within our authority to curtail electricity usage at our facilities. On an annual basis, NRGCS will provide us with an addendum setting forth the specific program and program parameters for each year. We have the option of determining whether or not to participate in a selected program any given year. We will provide NRGCS with all necessary information to register us in any agreed-upon program and for NRGCS to notify us as required by any program.

**Payments for Pre-Emergency and Emergency Programs:**

**(A.) Capacity Payments:** For the Pre-emergency and Emergency programs we will be paid as follows for our reduction: We will receive 70% of the PJM weighted clearing price for all auctions in which NRGCS has cleared capacity for our zone (Capacity Payment Rate). Payments are made twice a year, prior to December 31<sup>st</sup> and June 30<sup>th</sup>. Capacity Payments are only received for reductions during the Performance Obligation Period. Capacity Payments are based on our Capacity Payment Rate multiplied by our expected reduction multiplied by our performance, where:

- a. "Expected reduction" is the expected kW reduction NRGCS assigns based upon its assessment of our ability to perform. NRGCS will notify us of the expected reduction. NRGCS shall reassess our expected reduction periodically and maintains sole discretion in determining our expected reduction;
- b. "Performance" for purposes of this agreement equals our average performance (capped at 100% per hour) over all called event hours during the Performance Obligation Period. If no event is called, our payments will be based on our performance during any required tests.

**(B.) Energy Payment:** For Energy Payments in the Pre-Emergency and Emergency programs, we will receive 80% of any energy payments (based on applicable zonal Locational Marginal Price per kWh) associated with our reduction, paid no later than every May.

**General Terms:**

- (1.) We will not be subject to out-of-pocket financial penalties by participating in any of the Pre-Emergency and Emergency programs; even if we fail to reduce electricity when called.
- (2.) If necessary, NRGCS will install an interval meter at no cost to us. We understand that NRGCS retains ownership of this meter and we will cooperate with NRGCS in the event that NRGCS wishes to recover its meter if we no longer have an agreement with NRGCS.
- (3.) For PJM Programs, our participation and payments are contingent upon confirmation of our participation by PJM and the actual sale of our capacity in a PJM auction.
- (4.) If we use a generator to provide all or part of our expected reduction, we represent that we have all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s) and shall operate the generator in accordance with the permits during a PJM grid pre-emergency and/or emergency. We shall maintain the permits during the term of this contract and shall promptly notify NRGCS if this should change. We will provide NRGCS with a copy of our permits including any revisions.
- (5.) We will not incur out-of-pocket costs for retrofitting improvements installed on our generators by NRGCS. We agree to run our generators for demand response when called by NRGCS. We understand that if we terminate this Agreement prior to the end of the contract term, we will owe NRGCS an Early Termination Fee equal to the cost of the retrofitting improvement, prorated by each full year remaining on the contract as follows:

**Early Termination Fee = (full years remaining on contract)/(contract term) x cost of retrofit.**

An Early Termination Fee shall not be applied if this Agreement is terminated by NRGCS. In addition, the Early Termination Fee shall not be applied for any full year wherein NRGCS elects at its discretion not to register our generation resource in the demand response program.

- (6.) In order to streamline the registration of our account(s), we authorize NRGCS to act as our agent to complete any documents required by PJM or a utility company in connection with our enrollment in NRGCS's demand response program. This includes a Third Party Authorization to allow our utility to release to NRGCS information such as billing records and meter usage data and a generator attestation form, and to allow NRGCS to complete any forms required to allow NRGCS to install an interval meter if eligible. Such authorization shall remain in effect for the duration of this Agreement.
- (7.) This Agreement will be effective as of the date we sign this Agreement and will continue for six annual periods (Term). After the Term, this Agreement shall automatically renew annually unless either we or NRGCS notifies the other in writing by February 1<sup>st</sup>. NRGCS has a right of first refusal to match any other offers for demand response by another provider at the end of the Term of this Agreement or renewal period. NRGCS shall determine in its discretion if we qualify for a PJM program or other program and whether we will be registered in the applicable program. In the event that we determine that we are unable to participate in a program, NRGCS will not register us that year and we will not receive any payments, however this contract will continue to remain in effect and NRGCS will continue to be our exclusive demand response provider. This Agreement and any Addendums constitute our entire Agreement with NRGCS and the Agreement may only be modified in writing.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by NRGCS: \_\_\_\_\_ Date: \_\_\_\_\_



ADDENDUM NO. 1

PARTICIPATION IN NRGCS POWERPAY/  
PROGRAM FOR 2018-2019

This Addendum shall be made part of the Agreement between NRG Curtailment Solutions, Inc. and \_\_\_\_\_, dated \_\_\_\_\_.

For the 2018-2019 Program Delivery Year, we agree to participate in the following PowerPay Program (both capacity and energy):

<b>Performance Obligation Period:</b>	Jun 1 <sup>st</sup> to Sep 30 each year
<b>Performance Requirements</b>	Reduction within 30-minutes based on PJM's notification of an Event
<b>Event Availability:</b>	Any Day Jun – Sept: 10am to 10pm
<b>Maximum Calls per Period:</b>	Unlimited
<b>Event Duration:</b>	Maximum of 10-hours per event
<b>Tests:</b>	At least one, 1 hour test per year called by PJM and/or NRGCS
<b>Expected Reduction:</b>	See Confirmation for kW reduction level.

We agree to curtail our electricity use during the Performance Obligation Period when we are notified by NRGCS that PJM has called a Pre-emergency/Emergency Event for our zone. We agree to begin curtailing in sufficient time to meet our Performance Requirements when notified by NRGCS of an Event call by PJM and we agree to use our best efforts to curtail our usage. If no Pre-Emergency/ Emergency Event is called, we agree to participate in a 1-hour test, as scheduled by NRGCS. We will be paid as set forth in the Agreement

SIGNED BY THE PARTIES AS FOLLOWS:

CUSTOMER (COMPANY) NAME: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

NRG CURTAILMENT SOLUTIONS, INC.

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





# Kendall County Demand Response Program

An Opportunity to Earn Revenue for Reducing Your Energy Use  
During Peak Electric Demand Events



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# What is a Demand Response Program?



- Program designed to get customers off the grid before a potential Brown Out occurs
- Pays customers based upon how much they reduce their usage during an emergency event
- Payment based on capacity rate x reduction capabilities
- Capacity costs have increased to historically high levels, in ComEd's territory
- Expected annual income for Kendall County is around \$34k/year
  - Payments are made December 31st and June 30<sup>th</sup> of the program year
  - Includes cost to retrofit Public Safety Center's existing generator paid by provider
  - No penalty for non performance in the event Kendall County cannot perform
    - Kendall County would lose the payment for that year

# Types of Programs Offered



Type of Programs Available	Base Capacity	Capacity Performance
	Authorized Generation and Power Curtailment (Voluntary and Involuntary)	Authorized Generation and Power Curtailment (Voluntary and Involuntary)
Required Test	If no emergency event is called there is 1 One-Hour Test Event that requires participation	If no emergency event is called there is 1 One-Hour Test Event that requires participation
Participation Periods	June - September	June - May
Participation Days	All Days	All Days
Participation Hours	10am – 10pm	November to April: 10am – 10pm All other periods: 6am – 9pm
Event Length	10 hours	No Limit
PJM Notification	30 minutes	30 minutes
Number of Events	No Limit	No Limit
Program Length (June each year)	2018 to 2020	2020 – 2024

# Historical Events



Year	# of Events	Event Duration	Yearly Total
2005	2 Events	2.8 hours & 4.2 hours	7 total hours
2006	0		0
2007	0		0
2008	0		0
2009	0		0
2010	1	1 One-hour test	1 hour total
2011	1	1 One-hour test	1 hour total
2012	1	1 One-hour test	1 hour total
2013	1	1 One-hour test	1 hour total
2014	1	1 One-hour test	1 hour total
2015	1	1 One-hour test	1 hour total
2016	1	1 One-hour test	1 hour total
2017	1	1 One-hour test	1 hour total

**Since 2006, ComEd has had no mandatory emergency events**

# Demand Response Providers



Load Response Company	Capacity Payment Split	Failure to Shed Penalty	Contracted Years	Option to Sell Power Back	Option to Cancel at anytime	Underperformance Penalty	Equipment Retrofit Out of Pocket Cost (\$45k)
C-Power	65%	Yes	5 years	N/A	No	Yes	Yes
NRGCS	70%	No	6 years	Yes	No	No	None
Direct Energy	70%	No	5 years	Yes	No	No	Yes
ENERNOC	70% (through Dec. 17)	No	5 years	Yes	No	Yes	Yes

# Revenue Projection



	2018/2019 Base Capacity	2019/2020 Base Capacity	2020/2021 Capacity Performance	2021/2022 Capacity Performance	2022/2023* Capacity Performance	2023/2024* Capacity Performance	Six Year Revenue Projection
Registered KW	680	680	680	680	680	680	
Capacity Rate	\$73.075	\$66.8775	\$68.663	\$70.210	\$71.788	\$73.403	
Capacity Payment Split	70%	70%	70%	70%	70%	70%	
Capacity Payment	\$34,734	\$31,841	\$32,684	\$33,419	\$34,171	\$34,940	\$201,840

\* Years 4, 5, and 6 are estimates as capacity pricing is set 3 years in advance

# Recommended Next Steps



- Sign Contract with NRGCS
  - Highest Revenue Share (70%)
  - 6 year program beginning June 2018 through May 2023
    - Load Response Revenue Projection Total = \$201,480
  - No out of pocket expense for Equipment Retrofit
    - Public Safety Center's generator will need to be retrofitted for participation into the program. Cost of Retrofit = \$46,556.
  - No penalty for non compliance
  - No Right of 1<sup>st</sup> Refusal Language
  - Will Pay per kWh for cost to run if an event is called (\$0.08/kWh)
- Finalize Volume that will be Shed
  - Total capability 680 KW (recommended)
  - Generator and Voluntary Load Reduction to maximize volume reduce

# Kendall County

“New State Sponsored Energy Credits Make Solar Affordable”



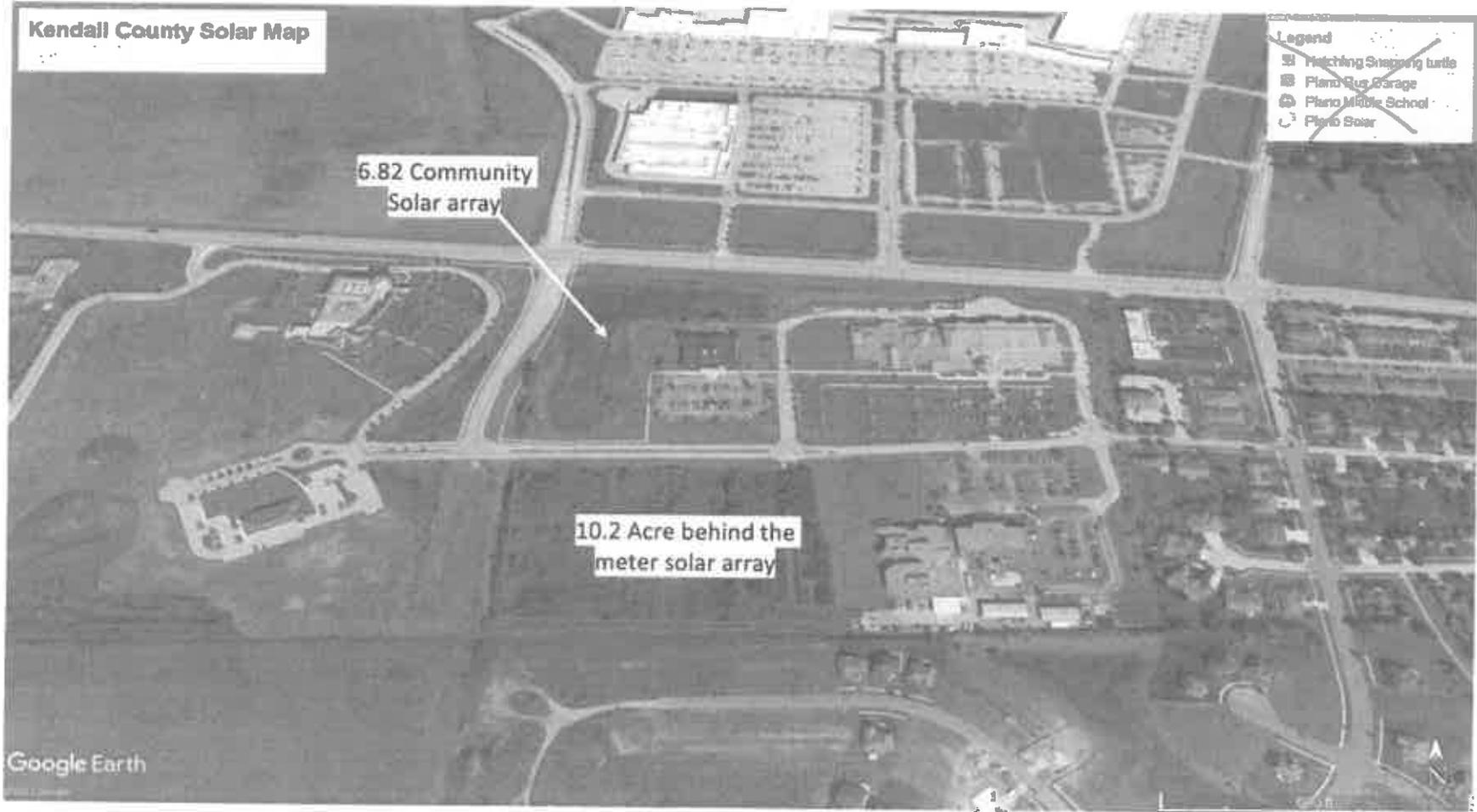
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# What We Are Proposing?



- **Dedicate 5 - 10 acres for Solar field**
- **Winning Vendor Builds a 1.0 – 2.0 MW solar field**
  - Generate between 1,500,000 kWh to 3,500,000 million kWh per year
- **Winning Vendor Selected by Kendall County**
  - RFP, Project Management and aggregating other potential sites we be handled by Progressive Energy Group
- **Winning Vendor Paid by PPA with Kendall County (Power Purchase Agreement)**
  - 20 – 25 year PPA with Kendall County
  - Expected Price to be between \$0.045 - \$0.055 per kWh (30% lower than current costs)
- **No Capital Investment by Kendall County**

# Location of Proposed Field



# How it Benefits Kendall County



- **Lower Operating Costs**
  - Current Cost Per kWh 7.5 cents (electric supply and ComEd costs)
  - Expected Cost Per kWh 4.5 cents – 5.5 cents (depending on size of field)
  - Annual Electric Cost Reduction \$40,000 - \$105,000 per year (depending on size)
  - \$1,000,000 - \$2,625,000 Term Savings (depending on size)
- **Guaranteed Performance on Solar Field**
- **No Cost to Operate or Maintain Field**
- **Backup Power Provided by ComEd**
- **Reduces Carbon Footprint with No Investment**
  - Good for Environment & No Investment
    - 7.5 million car miles per year
    - 340,000 gallons of gasoline per year

# Why Solar Now?

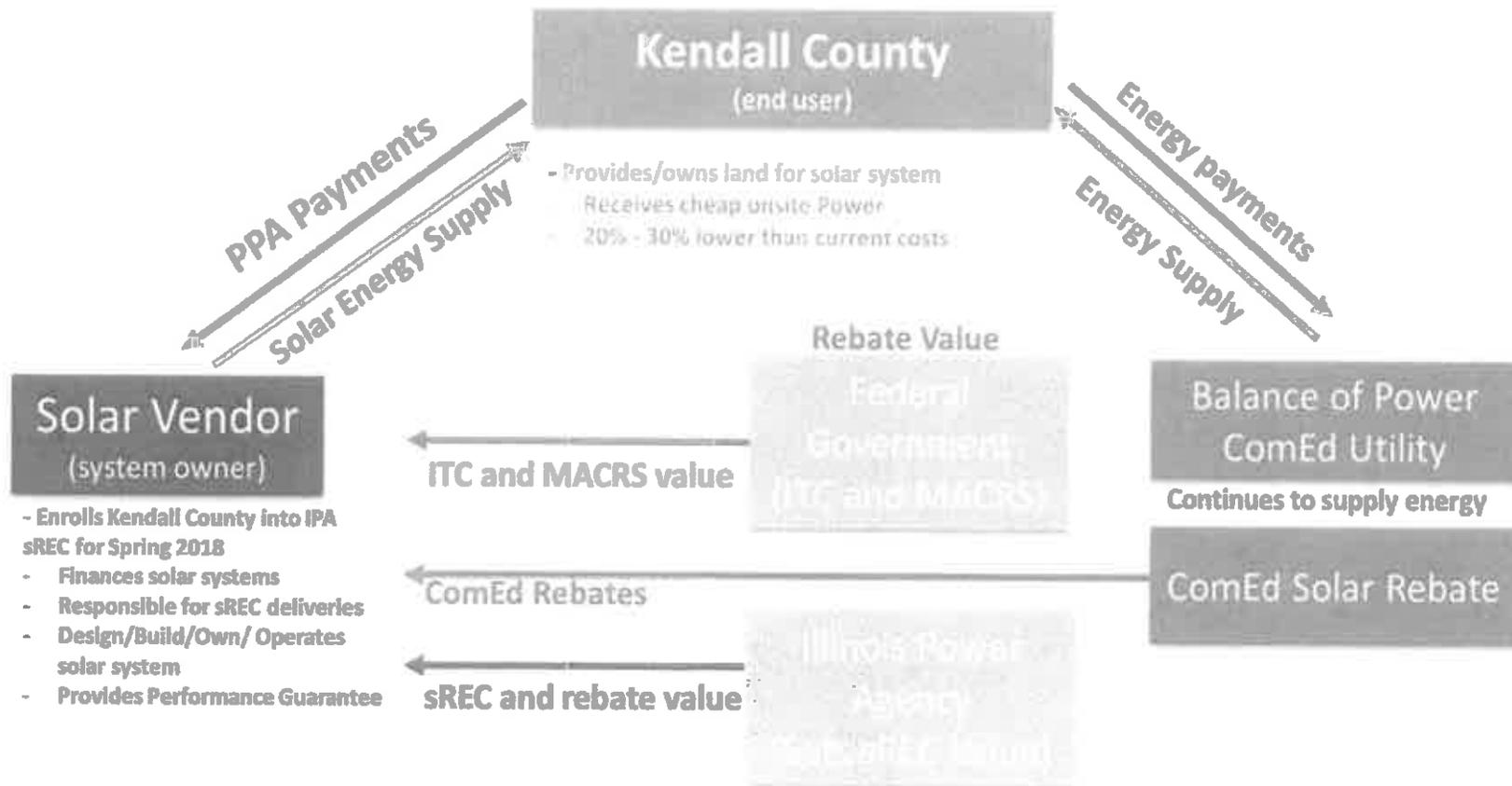


- **Illinois Power Agency (IPA) Incentives**
  - 2018 Block Incentive Program
  - When Money is used up program will be over
- **ComEd Rebates for Solar**
- **Federal Tax Credits**
- **Accelerated Depreciation**
- **Building Costs Currently Low**
  - Could change with Tariff on Solar Panels

# Responsibilities Flow Charts



## PPA between Kendall County and Solar Vendor



# Why PPA vs. Ownership?



- **Federal Tax Credits and Accelerated Depreciation**
  - Kendall County can't utilize
- **Solar Operational Expertise**
  - Not core competency of Kendall County Staff
- **25 year Performance Guarantee**
  - No additional fees or operational expense
  - Obligation of vendor to perform or pay
- **Decommissioning paid by vendor**

# Project Timeline



Task	Estimated Date
Get approval to move forward from Kendall County Board	January 2018
Send out RFP <ul style="list-style-type: none"><li>Coordinate Site Visit, RFP clarifications/questions</li><li>Coordinate/Consolidate/Review Bids</li></ul>	January 2018
Present Findings to Kendall County <ul style="list-style-type: none"><li>Seek Go/No decision from Kendall County</li></ul>	February 2018
ComEd Interconnect Approval (fee paid by developer)	January – March 2018
Submit Application to Illinois Power Authority (IPA) <ul style="list-style-type: none"><li>Anticipated day when IPA will start accepting applications</li></ul>	April 2018
Expected Illinois Power Authority (IPA) Approval	June 2018
Oversee Final Contract Negotiations & Vendor Obligations <ul style="list-style-type: none"><li>Field Construction and Performance</li><li>PPA invoices and Solar Field Performance</li></ul>	July 2018
Field Construction and Startup	1 <sup>st</sup> quarter 2019

**KENDALL COUNTY SHERIFF'S OFFICE  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois, and the County of Kendall, a unit of local government of the State of Illinois, on behalf of itself and on behalf of Dwight Baird, in his official capacity as the elected Sheriff of the Kendall County, Illinois (hereinafter collectively referred to as "KCSO") Sheriff's Office, 1102 Cornell Lane, Yorkville, Illinois 60560. For purposes of this Agreement, the Kendall County Emergency Phone Service and Communications Board and the Kendall County Sheriff's Office shall hereinafter collectively be referred to as "the parties".

Commented [1]: Only the County has the authority to contract on behalf of these two parties. Also, it is the County Board approving this IGA, so County must be a party to it. Thus, I have revised the IGA so as to reflect the proper party to this IGA. This is the same name included on the Assignment and other docs with KenCom.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, ~~the~~ The Kendall County Sheriff's Office (hereinafter referred to as "KCSO"), and the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as "KenCom"), are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1et seq.; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as "Tyler/New World software"); and

WHEREAS, said Tyler/New World software includes multi-jurisdictional features which allow the sharing of Tyler/New World software amongst different agencies; and

WHEREAS, KenCom will operate the Tyler/New World software on its server(s); and

WHEREAS, KCSO and KenCom desire to enter into this Agreement in order to provide an arrangement which would facilitate the use of the Tyler/New World Software by KCSO through the use of the server(s) operated by KenCom; and

WHEREAS, the parties to this Agreement agree that the server(s) operated by KenCom has sufficient capacity at the present time to handle the Tyler/New World computer software which Tyler/New World intends to provide to KCSO; and

WHEREAS, the parties that have executed this Agreement have the requisite authority to execute this Agreement and intend by the execution of this Agreement to bind KenCom and KCSO respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this

**KENDALL COUNTY SHERIFF'S OFFICE  
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INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies, if any.

WHEREAS, KCSO, while using the Tyler/New World software on the KenCom server, will be bound by the terms of this Security and Operations IGA.

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

1. The above recitals are incorporated herein by reference.
2. This IGA will not be considered effective until both the Tyler/New World Assignment from Kendall County and Tyler/New World Licensing and Maintenance Fees IGA are signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, the Tyler/New World Assignment and/or the Tyler/New World Licensing and Maintenance Fees IGA, the order of precedence shall be: first, the Assignment; then, the Tyler/New World Licensing and Maintenance Fees IGA; and then, this Agreement.
3. In the event the Tyler/New World Licensing and Maintenance Fees IGA and the Tyler/New World Assignment are not signed by the parties within six (6) months after the date the parties execute this Agreement, this Agreement shall become null and void.
4. KCSO shall have the right to remove data owned by KCSO from the KenCom server, but KCSO is responsible for their costs incurred to remove the data. KCSO will abide by terms set forth in this IGA for so long as KenCom and KCSO have possession of or access to the Tyler New World software and/or records.
5. Data imported, records created and stored by a fire or police agency on the KenCom Tyler/New World server in the fire and police Records Management Software System is the property of the imputing agency.
6. KCSO will be permitted to use the KenCom computer network to access KenCom's Tyler/New World server(s) owned and maintained by KenCom for the purposes of the operation of Tyler/New World software.
7. All connectivity charges including hardware, software, services and security incurred with connection with KCSO's access to and operation of the Tyler/New World software on the KenCom computer network will be at the cost of KCSO and will be paid directly by KCSO.
8. KenCom will own and maintain the Tyler/New World server(s). KenCom will bear sole responsibility and cost for the maintenance and replacement of KenCom's hardware that operates the Tyler/New World software.
9. KenCom will arrange for all backup, data recovery and security systems in accordance with the regulations and operating procedures of KenCom approved by the Operations and

**Commented [12]:** KenCom deleted the following sentence: "KenCom shall not charge KCSO a server fee for the Agency's access to and use of the KenCom computer network without the Agency's prior written consent."

We included this sentence in our last draft because Scott Koepfel raised concern about KenCom assessing a "server fee". We would recommend this sentence be put back in the final IGA. The fact that KenCom removed it suggests they believe they have the right to assess a server fee. PLEASE CONFIRM IF THE COUNTY IS OKAY WITH POSSIBLY HAVING AN UNKNOWN SERVER FEE ASSESSED BY KEN COM.

**Commented [13]:** We had requested that KenCom obtain our consent before incurring such connectivity charges. KenCom removed this language. We would recommend this provision be put back in the IGA. Otherwise, there is NO method for the County to control costs in this aspect of the IGA. PLEASE CONFIRM IF THE COUNTY IS OKAY WAIVING THIS RIGHT.

**KENDALL COUNTY SHERIFF'S OFFICE  
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INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

**Executive Boards.**

10. KenCom and KCSO will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the Tyler New World server(s) or the KenCom computer network.
11. KenCom will arrange for scheduled system downtime for maintenance with no less than a twenty-four (24) hour confirmed notice to KCSO's designee. Upon execution of this IGA, KCSO will provide KenCom with the name and contact information of their designee.
12. KenCom will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to KCSO. KenCom shall provide notice of the unscheduled downtime to KCSO's designee as soon as practical.
13. KCSO will administer all aspects of KCSO's use of the Tyler/New World software including the issuance of passwords, authorizing of new users, discontinuing access of former users, assignment of security levels and all other administrative aspects of KCSO's use of the Tyler/New World software.
14. KenCom nor KCSO shall be responsible for responding to requests for other agency's information, whether by FOIA or any other requests. In no event shall KenCom release any of KCSO's RMS records to a third party without the prior written consent of KCSO unless ordered to do so by a court. In no event shall KCSO release any of the KenCom CAD records to a third party without the prior written consent of KenCom unless ordered to do so by a court.
15. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization. For purposes of this Agreement, confidential information shall include any and all information contained in the Records Management System.
16. KenCom will effectuate and keep current a signed agreement or IGA with their contracted IT provider that will allow access to the Tyler/New World server(s) or computers that operate Tyler/New World software for maintenance purposes only, that prevents IT staff from viewing data that exists on the server(s) and computers unless necessary for the purpose of maintenance and that forbids dissemination of any data that is accessed on the server(s) or computers during the course of performing maintenance.
17. The parties agree that any modification to the Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
18. This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies

**Commented [14]:** We deleted this paragraph, and KenCom put it back in. As written, if a KenCom employee or KenCom member intentionally destroys our data, the County waives any right to pursue liability against KenCom for the intentional destruction of data. PLEASE CONFIRM IF THE COUNTY IS OKAY WAIVING THIS RIGHT.

**Commented [15]:** This sentence is new. Technically, I don't think KCSO can simply not respond to a FOIA request or a subpoena. The old language is better, which says the recipient of the request will forward to the agency who owns the record. It is probably best to clarify that we can respond to a FOIA request or subpoena and this language does not prevent KCSO/County from doing so in compliance with law.

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INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

at law of in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. Any notice required or permitted to be given pursuant to this Agreement, with the exception of scheduled and unscheduled system maintenance, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email [KenComAdmin@co.kendall.il.us](mailto:KenComAdmin@co.kendall.il.us); and, in the case of notice to KCSO, send to (Designee), (Title), (Address), (Fax), (Email). Notice shall be effective upon receipt by the other party.

Commented [J6]: This needs to be filled in before the County Board votes on it.

20. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

21. This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
22. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
23. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Commented [J7]: BIGGEST LEGAL CONCERN: There is NO duration/terms for this IGA. Also, there is NO provision allowing you to terminate this IGA at anytime. We had proposed duration/terms language for this IGA. KenCom deleted it. Without a duration of less than the term of the County Board, this IGA is invalid per applicable law. We highly recommend KenCom insert our proposed language here for duration/terms.

**KENDALL COUNTY SHERIFF'S OFFICE  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

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

**Kendall County Emergency Phone Service and  
Communications Board**

**Kendall County Sheriff's Office, Illinois**

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

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

**Title: Chairman, KenCom Executive Board** \_\_\_\_\_

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

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

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

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as "Agreement") is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois 60560 (hereinafter referred to as "KenCom") and the County of Kendall, a unit of local government, of the State of Illinois Kendall County on behalf of itself and on behalf of Dwight Baird, in his official capacity as the elected Sheriff of Kendall County, Illinois, (hereinafter collectively referred to as "KCSO"). For purposes of this Agreement, KenCom and KCSO shall hereinafter collectively be referred to as "the parties".

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, KCSO and KenCom are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as "Tyler/New World software"); and

**WHEREAS**, KCSO has requested KenCom to obtain on their behalf software licensing and hardware for Tyler/New World Mobile Messaging, Tyler/New World Field Based Reporting and/or the Tyler/New World Records Management System;

**WHEREAS**, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind KenCom and KCSO respectively to the terms of this Agreement; and

**WHEREAS**, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies if any.

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

- 1) The above recitals are incorporated herein by reference.
- 2) This IGA will not be considered effective until both the Tyler/New World Assignment from Kendall County and Tyler/New World Security and Operations IGA are signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, the Tyler/New World Assignment, and/or the Tyler/New World Security and Operations Agreement, the order

Commented [1]: We previously requested the "or" be deleted. I'm not sure if this was an oversight or intentional to put the "or" back in. By including "or", it suggests KenCom could obtain 1 of these but not all. Unless KCSO has some reason or purpose to include "or" here, I would recommend it be deleted.

**KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

of precedence shall be: first, the Assignment; then, this Agreement; and then, the Tyler/New World Security and Operations Agreement.

- 3) In the event the Tyler/New World Security and Operations Agreement and the Tyler/New World Assignment are not signed by the parties within six (6) months after the date the parties execute this Agreement, this Agreement shall become null and void.
- 4) KCSO agrees to reimburse KenCom for initial one-time buy-in costs for Tyler/New World products listed in Table #1 which will be invoiced by KenCom on April 1<sup>st</sup> and will be due no later than (60) days after KCSO's receipt of the invoice.

**Commented [12]:** What happens if another law enforcement agency begins, revises and/or discontinues use of the Public Safety Software during the term of this agreement? I know the attachment says the police agencies will determine the cost sharing percentages and make notification to KenCom for the purpose of invoicing for the law enforcement records management, but it doesn't say when or how often the agencies will determine this. It also does not address what happens when a new entity joins. As these are important issues to address, we would strongly recommend these be specifically addressed in the IGA.

Table #1 – One-Time Initial Buy-In Cost			
Qty	Description	Per Item Amount	Total
29	Tyler/New World Software Licenses for Mobile CAD	\$300	\$8,700.00
29	Permanent Mount Hardware for AVL (no annual maintenance)	\$75	\$2,175.00
29	Tyler/New World Software Licenses for Mobile In-Car Mapping	\$75	\$2,175.00
29	Third Party Software Licenses for In-Car Mapping	\$150	\$4,350.00
29	Tyler/New World Field Based Reporting Mobile/Desktop Software Licenses	\$300	\$8,700.00
29	Tyler/New World Field Based Reporting Field Investigation Mobile/Desktop Software Licenses	\$75	\$2,175.00
<b>Grand Total One-Time Buy-In Cost</b>			<b>\$28,275.00</b>

- 5) KCSO agrees to reimburse KenCom within (60) days of purchase for any additional software and/or equipment procured from Tyler/New World by KenCom on behalf of KCSO after the initial buy-in, provided KCSO has requested in writing the additional software and/or equipment purchase.
- 6) KCSO agrees to reimburse KenCom for on-going annual maintenance costs for software licensing for Tyler/New World products and Third Party Software listed in Table #1 above according to an estimated maintenance fee schedule as set forth in the following Table #2:

Table #2 – KCSO's Annual Maintenance Costs for the Tyler/New World products and third party software listed in Table #1 above		
Year	Period Covered	Amount
2017	July 1 <sup>st</sup> , 2017 – June 30 <sup>th</sup> , 2018	\$0
2018	July 1 <sup>st</sup> , 2018 – June 30 <sup>th</sup> , 2019	\$5,481.00
2019	July 1 <sup>st</sup> , 2019 – June 30 <sup>th</sup> , 2020	\$5,845.43
2020	July 1 <sup>st</sup> , 2020 – June 30 <sup>th</sup> , 2021	\$5,814.79
2021	July 1 <sup>st</sup> , 2021 – June 30 <sup>th</sup> , 2022	\$5,989.24
2022	July 1 <sup>st</sup> , 2022 – June 30 <sup>th</sup> , 2023	\$6,168.91
2023	July 1 <sup>st</sup> , 2023 – June 30 <sup>th</sup> , 2024	\$6,353.98
2024	July 1 <sup>st</sup> , 2024 – June 30 <sup>th</sup> , 2025	\$6,544.60
2025	July 1 <sup>st</sup> , 2025 – June 30 <sup>th</sup> , 2026	\$6,740.94
2026	July 1 <sup>st</sup> , 2026 – June 30 <sup>th</sup> , 2027	\$6,943.17

**KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

The parties agree the calculated annual maintenance costs set forth in Table #2 are based on the number and type of software license fees listed in Table #1 above. The parties understand and agree the estimated maintenance fee schedule set forth in Table #2 is subject to change if KenCom purchases additional Mobile and Field Based Reporting software for KCSO's use, provided KCSO has agreed to the additional software purchase on KCSO's behalf.

- 7) Annual maintenance costs will be billed annually by KenCom on April 1<sup>st</sup> and will be due no later than (60) days after KCSO's receipt of the invoice.
- 8) KCSO agrees to reimburse KenCom for KCSO's portion of the Tyler/New World Records Management System annual maintenance costs for a period of no less than (10) years beginning on July 1<sup>st</sup>, 2017, to the extent permitted by law. KCSO's portion of the Tyler/New World Records Management System maintenance costs will be billed annually by KenCom on April 1<sup>st</sup> and will be due no later than (60) days after KCSO's receipt of the invoice.

Commented [13]: We previously addressed this issue with KenCom and the Board. A county board is legally prohibited from contracting beyond the term of the board. This provision, as written, is contrary to law. I have revised in an effort to make this IGA lawful.

For purposes of this Agreement, the Records Management System includes the software listed in Attachment B – Fourth Amendment of the KenCom Tyler New World Agreement.

\*\* See Attachment A – Tyler/New World Law Records Management System Cost Sharing Agreement for the agreed upon portion of the Records Management System to be paid by KCSO, which is incorporated by reference herein. \*\*

- 9) Affected member agencies with a cost sharing agreement for Tyler/New World Records Management Software will have thirty (30) days to respond to a request for cost sharing information in regards to agencies interested in joining KenCom. If the affected member agencies fail to reach consensus within thirty (30) days, the KenCom Finance Committee will determine what the cost sharing amount will be for the new agency.

Commented [14]: Ms. Gilmour's request to modify this section was rejected by KenCom. Ms. Gilmour requested the County only has a duty to respond to a request for cost sharing information if there was a written request for such information directly from the agency interested in joining KenCom. She didn't want one individual member of KenCom to make a request for such information, if the agency interested in joining KenCom wasn't the one making the request.

- 10) The parties agree that any modification to this Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.

ALSO, my concern is when does the 30 days begin? It just says you have "30 days to respond to a request". But, 30 days from when?

- 11) This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Formatted: Highlight

Commented [15]: This highlighted section makes absolutely no sense. A consensus about what? Paragraph 9 deals with a request for information about cost sharing from agencies interested in joining Ken Com. The next sentence then says, if they fail to reach a consensus, Finance Committee decides. But, what are they failing to reach a consensus about? How much a new agency will pay? If that is the case, this sentence does NOT fit here. Rather, such a sentence should be in the appropriate paragraphs with the dollar amounts and cost sharing provisions. Not information requests section.

Also, is it a majority vote of the KenCom Finance Committee?

- 12) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to,

Lastly, when does the 30 day clock begin? It just says no consensus within 30 days, but I have no clue when that clock begins.

**KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email [KenComAdmin@co.kendall.il.us](mailto:KenComAdmin@co.kendall.il.us); and, in the case of notice to KCSO, send to (Designee), (Title), (Address), (Fax), (Email). Notice shall be effective upon receipt by the other party.

Commented [J6]: This needs to be filled in before the Board votes on it.

- 13) Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 14) This Agreement's effective date is the last date of execution of the Parties. This Agreement shall be in effect for a period of two (2) years from the effective date of the Agreement and shall automatically renew each year for successive one (1) year periods, for up to eight (8) years, unless KCSO gives written notice to cancel the renewal to KenCom at least ninety (90) calendar days prior to the effective date of the renewal. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the Agreement's effective date. Upon written notice of intent to cancel the renewal, KCSO shall continue to have access to the Tyler/New World software on KenCom's server for a period of at least eighteen (18) months from the date such notice is received. KenCom will cooperate with KCSO in transferring KCSO's records and data back to KCSO in working order. The costs incurred to transfer KCSO's records and data back to KCSO shall be borne by KCSO. Also, in the event KCSO provides written notice to cancel the renewal, KCSO shall be responsible for the remaining amounts set forth in this Agreement to the extent permitted by law.
- 15) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
- 16) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
- 17) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Commented [J7]: KenCom took out the language I have added here. This language must be in here. The County cannot enter into an IGA beyond the term of the County Board and it may only enter into this IGA to the extent it is within the County's budgeted appropriations. See 55 ILCS 5/6-1005 and 55 ILCS 5/6-1003. I understand that KenCom wants us to pay the full amount if we end the IGA before the 10 years is up, but the County can only do so if it has budgeted appropriations to do so.

**KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

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

**Kendall County Emergency Phone Service and  
Communications Board**

**Kendall County Sheriff's Office, Illinois**

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

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

Title: **Chairman, KenCom Executive Board**

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**The County of Kendall, Illinois**

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

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

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

Signature: \_\_\_\_\_

**Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement**

KenCom’s annual maintenance fees associated with the Tyler/New World Law Enforcement Records Management System are listed in Table #1 below. The annual maintenance costs set forth in Table #1 shall be shared among the police agency members of KenCom using the Tyler/New World Law Enforcement Records Management Systems during the year when said maintenance cost is due. The police agencies will determine the cost sharing percentages for each applicable police agency and make notification to KenCom for the purpose of invoicing. The police agencies listed in Table #2 below agree to share the total cost of the annual maintenance fees according to the amounts listed in Table #1.

Year	Year	Period Covered	Total Amount
1	2017	July 1 <sup>st</sup> , 2017 – June 30 <sup>th</sup> , 2018	\$141,452
2	2018	July 1 <sup>st</sup> , 2018 – June 30 <sup>th</sup> , 2019	\$104,000
3	2019	July 1 <sup>st</sup> , 2019 – June 30 <sup>th</sup> , 2020	\$107,120
4	2020	July 1 <sup>st</sup> , 2020 – June 30 <sup>th</sup> , 2021	\$90,000
5	2021	July 1 <sup>st</sup> , 2021 – June 30 <sup>th</sup> , 2022	\$92,700
6	2022	July 1 <sup>st</sup> , 2022 – June 30 <sup>th</sup> , 2023	\$95,481
7	2023	July 1 <sup>st</sup> , 2023 – June 30 <sup>th</sup> , 2024	\$98,345
8	2024	July 1 <sup>st</sup> , 2024 – June 30 <sup>th</sup> , 2025	\$101,296
9	2025	July 1 <sup>st</sup> , 2025 – June 30 <sup>th</sup> , 2026	\$104,335
10	2026	July 1 <sup>st</sup> , 2026 – June 30 <sup>th</sup> , 2027	\$107,465

**Commented [I1]:** How often will this be done? It is not set forth in this IGA. In our draft, we proposed "On an annual basis". However, that was removed from here. Arguably, one police agency could say that it only has to make this determination once and never look at it again, with the language as written. I don't believe that is the intent, and I would recommend you clarify this here.

**Commented [I2]:** The revised draft still doesn't address our concern about whether all agencies must agree or whether it is a majority. Also, this draft doesn't address what happens if all agencies don't agree. I assume the highlighted language in the IGA re: KenCom's Finance Committee probably applies to this question here, but please confirm. If so, you may want to simply move that language from there and put it here so that it makes sense in the context of the agreement.

*Also, as asked in our last draft, if the police agencies are determining the cost sharing percentages, why is Table 2 necessary here? Saying the agencies will decide in one sentence and then saying what the percentages are in the next sentence is a conflict.*

Year	Police Agencies	Percentage Split Total Amount
2017	Montgomery Police Department (RMS + FBR)	\$76,525.00
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$ 35,709.85
	Oswego Police Department (RMS)	(15% of remaining bal.) \$9,739.05
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$9,739.05
	Plano Police Department (RMS)	(15% of remaining bal.) \$9,739.05
2018	Montgomery PD (RMS + FBR)	\$ 37,125.19
	Montgomery PD IT Service Cost	\$4,000.00
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$36,781.15
	Oswego Police Department (RMS)	(15% of remaining bal.) \$10,031.22
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$10,031.22
2019	Montgomery PD (RMS + FBR)	\$ 38,238.95
	Montgomery PD IT Service Cost	\$4,000
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$37,884.57
	Oswego Police Department (RMS)	(15% of remaining bal.) \$10,332.16
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$10,332.16
2020	Montgomery PD (FBR – Base Module)	\$2,065.25
	Montgomery PD (FBR – Accident Investigation)	\$1,548.94
	Montgomery PD (FBR – Demographic Profiling)	\$387.24
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78

Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement

	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$34,399.45
2021	Montgomery PD (FBR – Base Module)	\$2,127.21
	Montgomery PD (FBR – Accident Investigation)	\$1,595.41
	Montgomery PD (FBR – Demographic Profiling)	\$398.86
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$35,431.40
2022	Montgomery PD (FBR – Base Module)	\$2,191.03
	Montgomery PD (FBR – Accident Investigation)	\$1,643.27
	Montgomery PD (FBR – Demographic Profiling)	\$410.82
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$36,494.36
2023	Montgomery PD (FBR – Base Module)	\$2,256.76
	Montgomery PD (FBR – Accident Investigation)	\$1,692.57
	Montgomery PD (FBR – Demographic Profiling)	\$423.15
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$37,589.00
2024	Montgomery PD (FBR – Base Module)	\$2,324.46
	Montgomery PD (FBR – Accident Investigation)	\$1,743.35
	Montgomery PD (FBR – Demographic Profiling)	\$435.84
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$38,716.95
2025	Montgomery PD (FBR – Base Module)	\$2,394.20
	Montgomery PD (FBR – Accident Investigation)	\$1,795.65
	Montgomery PD (FBR – Demographic Profiling)	\$448.92
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44

**Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement**

	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$39,878.47
2026	Montgomery PD (FBR – Base Module)	\$2,466.02
	Montgomery PD (FBR – Accident Investigation)	\$1,849.52
	Montgomery PD (FBR – Demographic Profiling)	\$462.39
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Piano Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$41,074.83

<p><b>Kendall County Emergency Phone Service and Communications Board</b></p> <p>Name: _____</p> <p>Title: <u>Chairman, KenCom Executive Board</u></p> <p>Date: _____</p> <p>Signature: _____</p>	<p><b>Kendall County Sheriff's Office, Illinois</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Signature: _____</p> <p><b>The County of Kendall, Illinois</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Signature: _____</p>
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**Commented [13]:** We asked the question before, but it has never been answered by KenCom: what if another law enforcement agency begins, revises and/or discontinues its use of this software during the term of the IGA? How and when will the percentages change? We previously proposed language to address this issue, but it was rejected by KenCom with no alternative language offered. This really needs to be addressed in the agreements.

## **ASSIGNMENT**

**THIS ASSIGNMENT** ("Assignment") is hereby entered into by and between the following parties: the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") on behalf of itself and on behalf of Dwight Baird, in his official capacity as the elected Sheriff of Kendall County, Illinois ("KCSO"), and the Kendall County Emergency Phone Service and Communications Board, a unit of local government of the State of Illinois ("KenCom") (hereinafter collectively referred to as "the Parties").

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, KenCom and Kendall County are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

**WHEREAS**, Kendall County on behalf of the KCSO, previously entered into agreements with New World Computer Systems Corporation ("New World") dated December 14, 2007 (a true and correct copy is attached hereto as Exhibit A), June 16, 2015 (a true and correct copy is attached hereto as Exhibit B), and November 25, 2002 (a true and correct copy is attached hereto as Exhibit C) for the purchase, installation and maintenance of certain law enforcement software (hereinafter collectively referred to as "Kendall County Tyler Agreements").

**WHEREAS**, sometime thereafter, Tyler Technologies, Inc. ("Tyler") assumed New World's rights and obligations under the Kendall County Tyler Agreements; and

**WHEREAS**, the following Tyler public safety software is currently being provided to Kendall County and KCSO pursuant to the Kendall County Tyler Agreements: Law Enforcement Records Management Software, Corrections

## **ASSIGNMENT**

Management Software, Photo Imaging Software, Data Analysis/Crime Mapping/Management Reporting Software and ESRI Embedded Applications (hereinafter referred to as "KCSO Tyler Public Safety Software"); and

**WHEREAS**, since the execution of the Kendall County Tyler Agreements, the Parties have learned that Tyler offers additional software and hardware that includes multi-jurisdictional features that could allow the sharing of Tyler's software amongst different public safety agencies including, but not limited to, KenCom, KCSO and other units of local government who are members of KenCom;

**WHEREAS**, KenCom has purchased Computer Aided Dispatch (CAD) software through Tyler which will interface with KCSO's existing Tyler Public Safety Software; which includes, but is not limited to, Law Enforcement Records Management Software, Corrections Management Software, Photo Imaging Software, Data Analysis/Crime Mapping/Management Reporting Software and ESRI Embedded Applications and could benefit not only KenCom's participating member agencies (including KCSO), but also the citizens of Kendall County; and

**WHEREAS**, KenCom requests Kendall County assign all of its rights and obligations under the existing Kendall County Tyler Agreements so that KenCom could then execute the Fourth Amendment to the KenCom Tyler Agreement, which will allow the current Kendall County Tyler Public Safety Software to be moved to KenCom's servers for interoperability with the other Tyler software modules purchased by KenCom; ~~WHEREAS~~ **WHEREAS**, in light of all of the above, it is in the best interest of the Parties that the Kendall County Tyler Agreements be assigned by Kendall County to KenCom; and **NOW THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the Parties agree as follows:

### **1. INCORPORATION OF RECITALS**

The above recitals and exhibits are incorporated herein by reference.

### **2. ASSIGNMENT OF THE KENDALL COUNTY TYLER AGREEMENTS**

Upon the Parties' execution of this Assignment, the Tyler/New World Security and Operations Intergovernmental Agreement and the Tyler/New World Licensing and Maintenance Fee

## **ASSIGNMENT**

Intergovernmental Agreement, Kendall County does assign any and all of its rights, obligations and interests in the Kendall County Tyler Agreements to KenCom and KenCom accepts said assignment. However, this assignment is contingent upon KenCom and Tyler's execution of the Fourth Amendment to the KenCom Tyler Agreement. In the event the Fourth Amendment to the KenCom Tyler Agreement is not fully executed by KenCom and Tyler within six (6) months after execution of this Assignment, this Assignment, the Tyler/New World Security and Operations Intergovernmental Agreement and the Tyler/New World Licensing and Maintenance Fee Intergovernmental Agreement shall be null and void.

### **3. MISCELLANEOUS**

In any action with respect to this Assignment, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Assignment shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Assignment shall be Kendall County, Illinois. If any provision of this Assignment shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Assignment, and in either case the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

**ASSIGNMENT**

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

Dated: \_\_\_\_\_

KENDALL COUNTY, ILLINOIS

**Commented [1]:** All of the other IGAs include signature line for the Sheriff. If you want to add Sheriff's signature here, you can, as the County is assigning the agreement on behalf of county and Sheriff.

Attest:

\_\_\_\_\_  
Kendall County Board Chairman

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

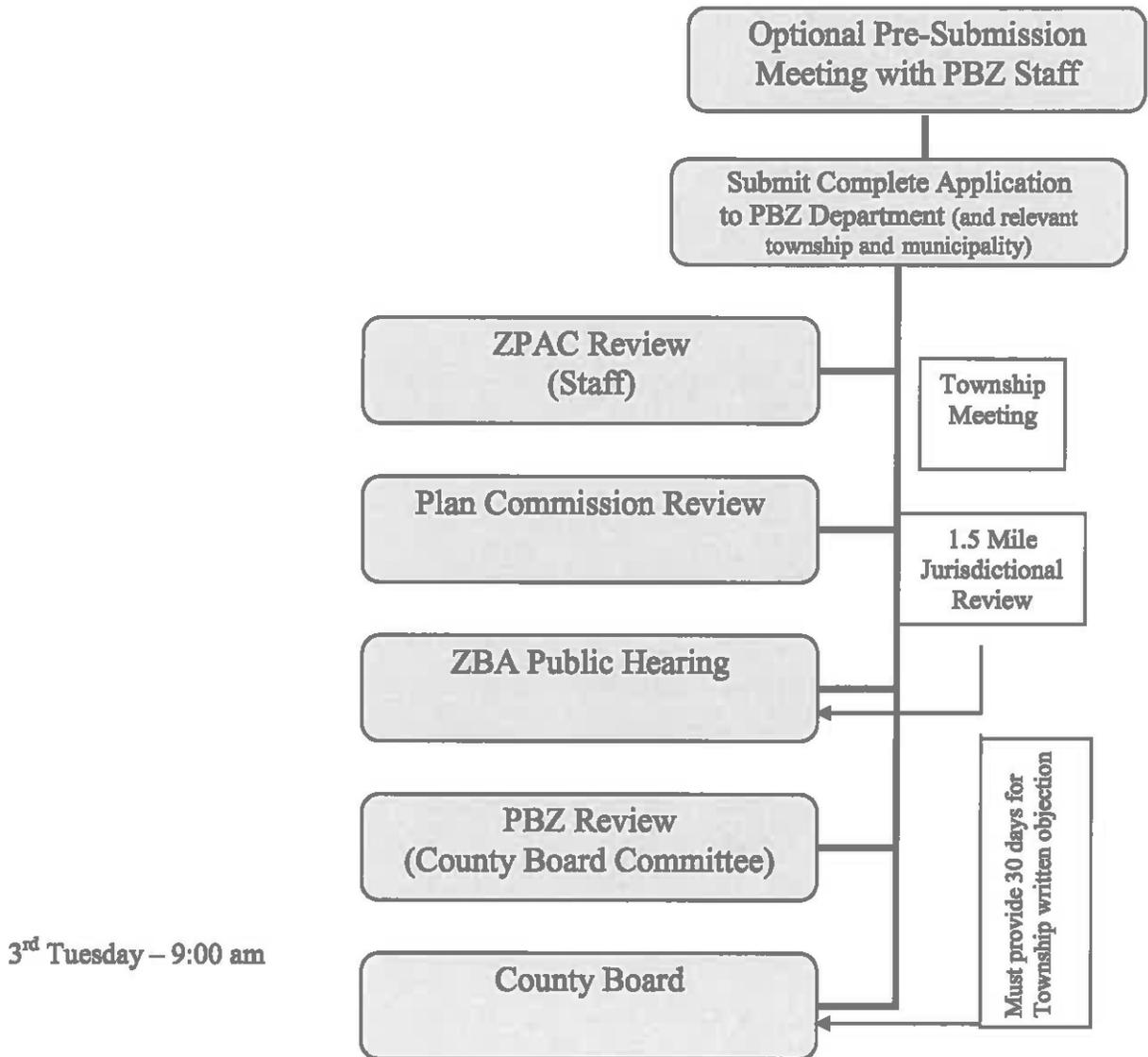
**KENDALL COUNTY EMERGENCY  
PHONE SERVICE AND COMMUNICATIONS  
BOARD**

\_\_\_\_\_  
KenCom Executive Board Chairman

New World Computer Systems Corporation does hereby consent to the above Assignment.

\_\_\_\_\_  
New World Computer Systems Corporation  
Representative

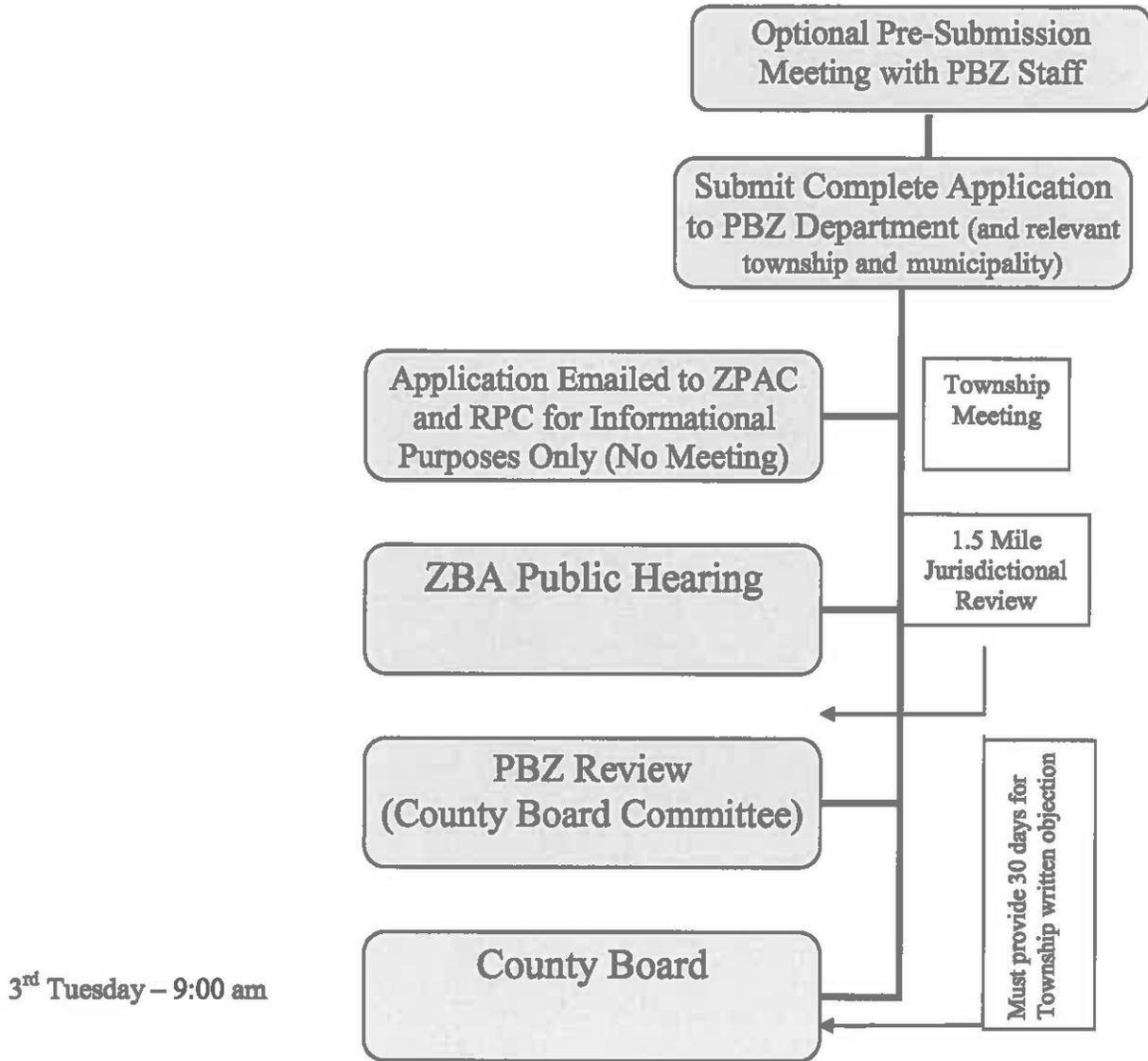
# Existing Kendall County Rezoning Process (Map Amendment)



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Current policy (as provided on application forms) requires the petition to be heard and discussed by the affected Township and Municipality prior to being placed on the RPC agenda. However, Statute only requires that they (Township and Municipality) provide comments prior to action by the County Board. Given the expedited timeline noted above, a formal response from the Township and Municipality may not be available at the RPC or ZBA Hearing.

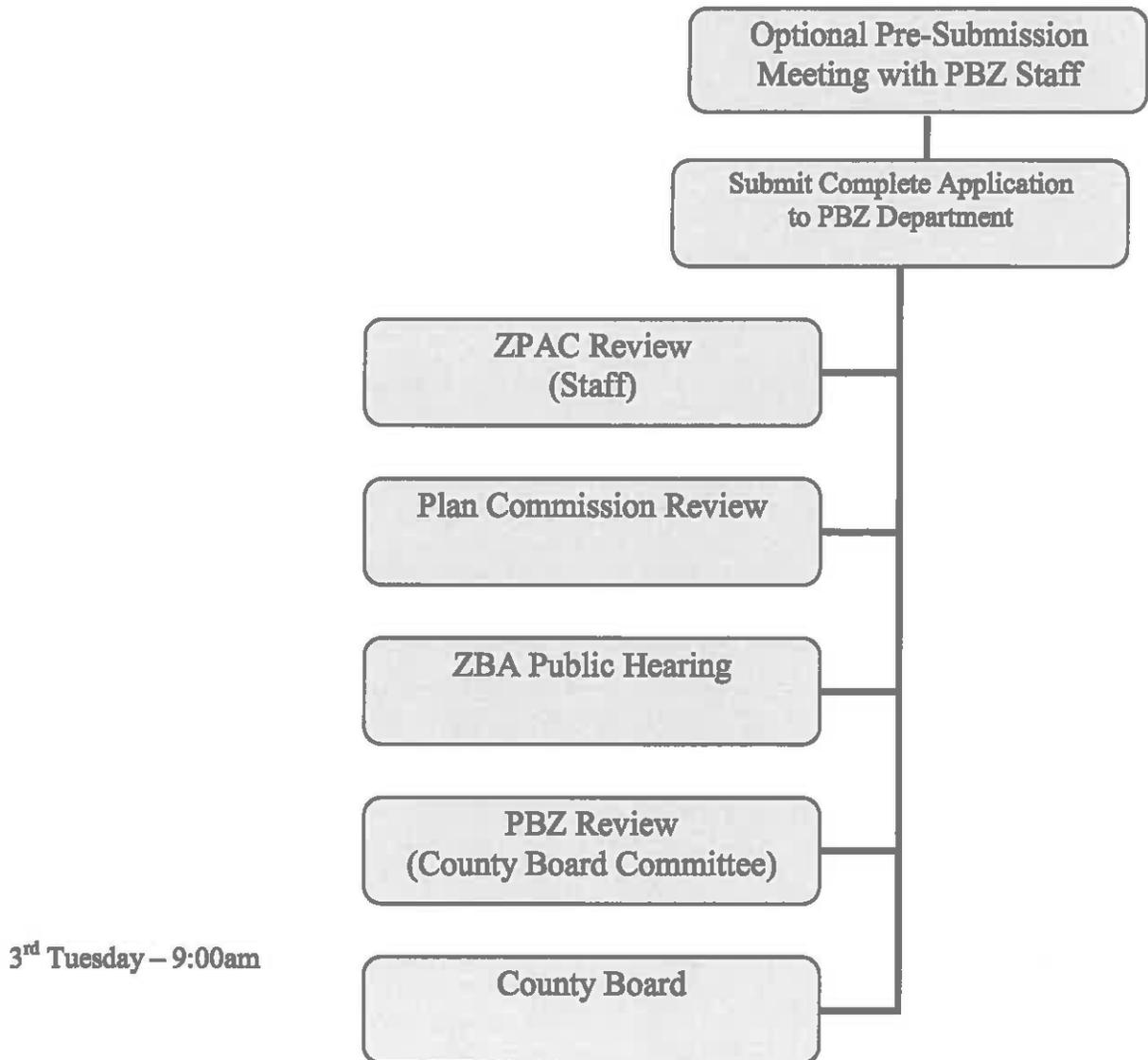
# Proposed Amended Kendall County Rezoning Process (Map Amendment)



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. ~~The Plan Commission~~, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Current policy (as provided on application forms) requires the petition to be heard and discussed by the affected Township and Municipality prior to being placed on the ~~ZBA RPC~~ agenda. However, Statute only requires that they (Township and Municipality) provide comments prior to action by the County Board. Given the expedited timeline noted above, a formal response from the Township and Municipality may not be available at the ~~RPC or~~ ZBA Hearing.

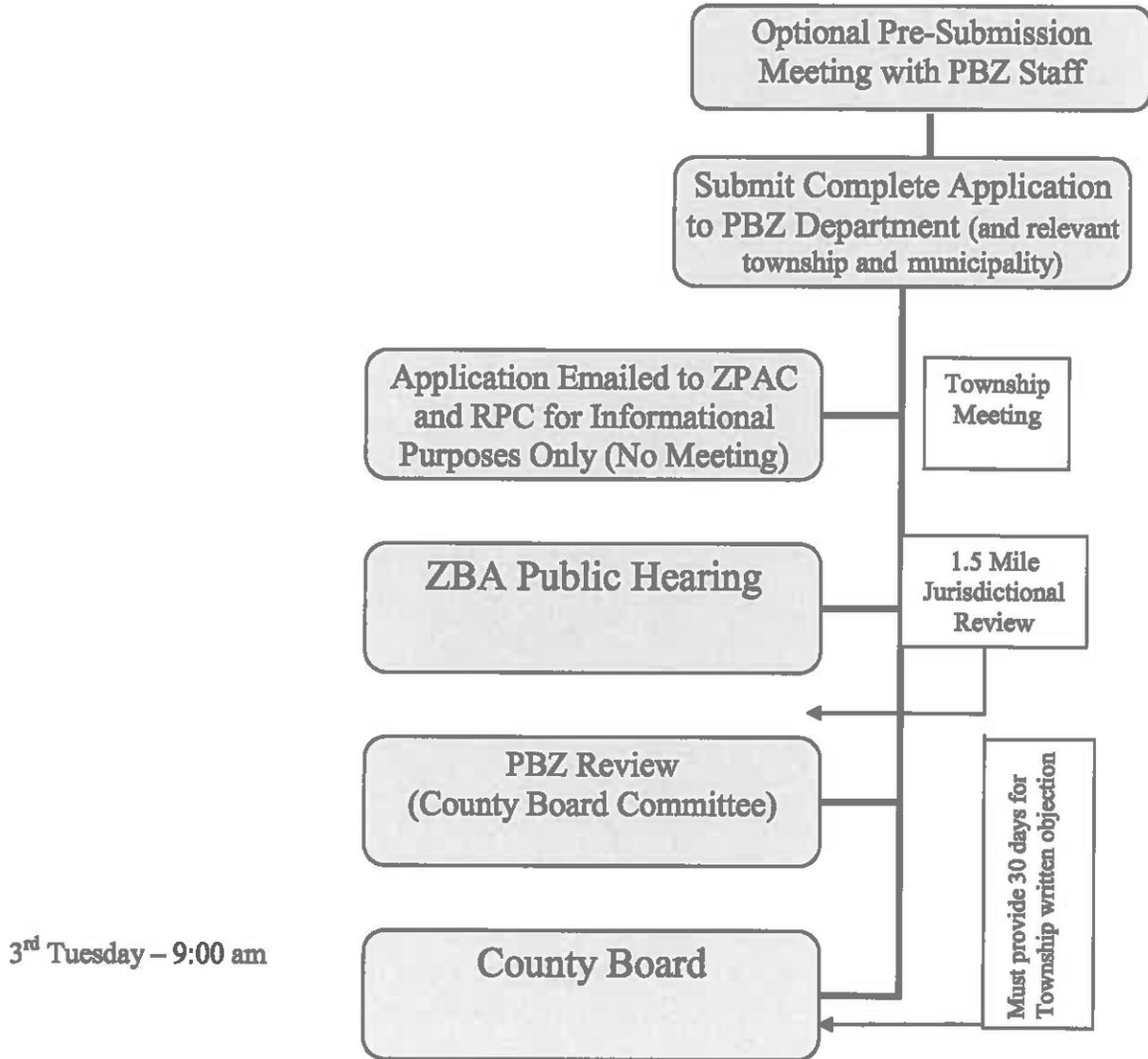
# Existing Kendall County Text Amendment Process



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.

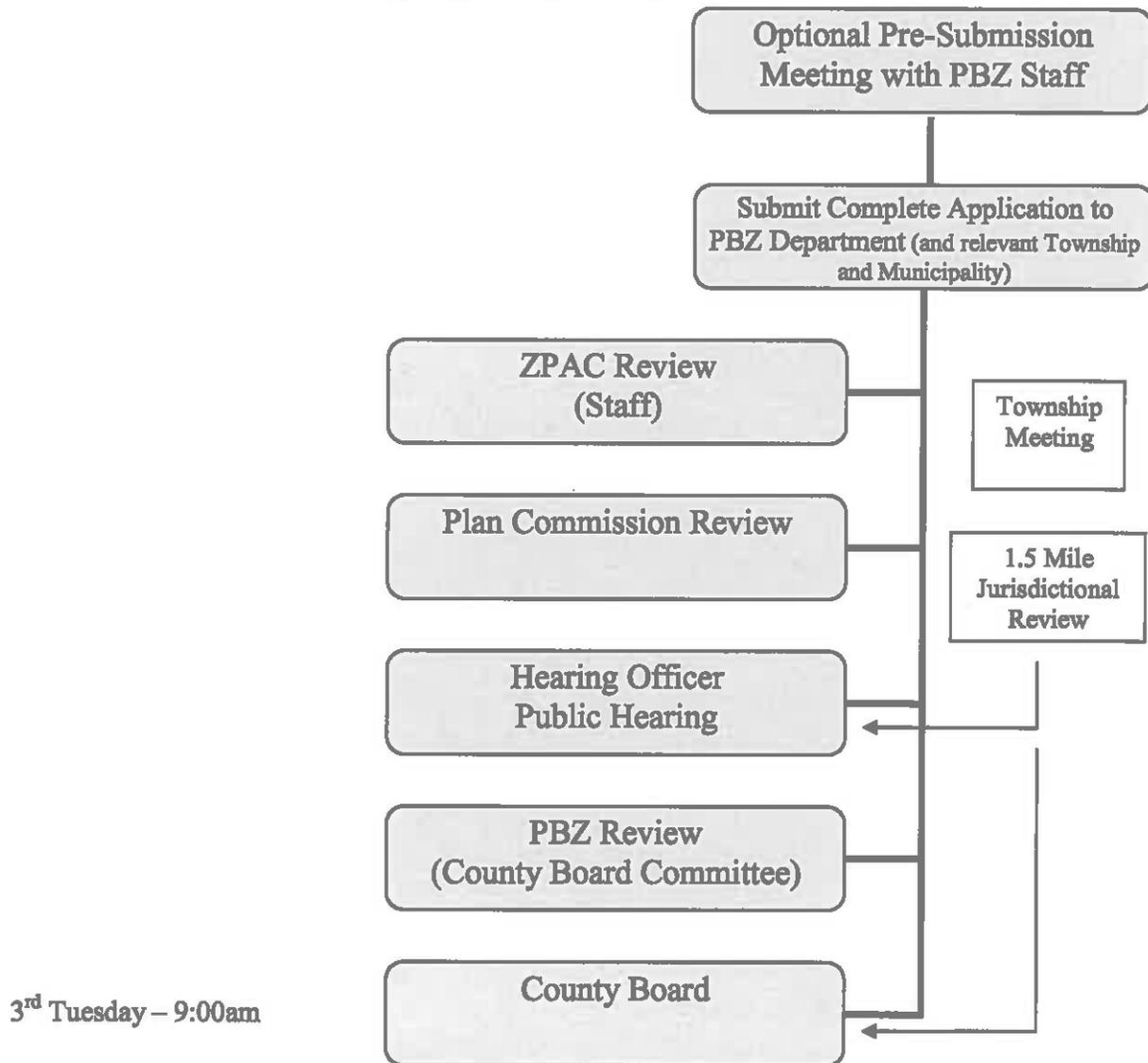
# Proposed Amended Kendall County Text Amendment Process



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The ~~Plan Commission~~, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Current policy (as provided on application forms) requires the petition to be heard and discussed by the affected Township and Municipality prior to being placed on the ZBA RPC agenda. However, Statute only requires that they (Township and Municipality) provide comments prior to action by the County Board. Given the expedited timeline noted above, a formal response from the Township and Municipality may not be available at the ~~RPC~~ or ZBA Hearing.
4. The Plan Commission and ZPAC shall review all text amendments involving their powers and duties.

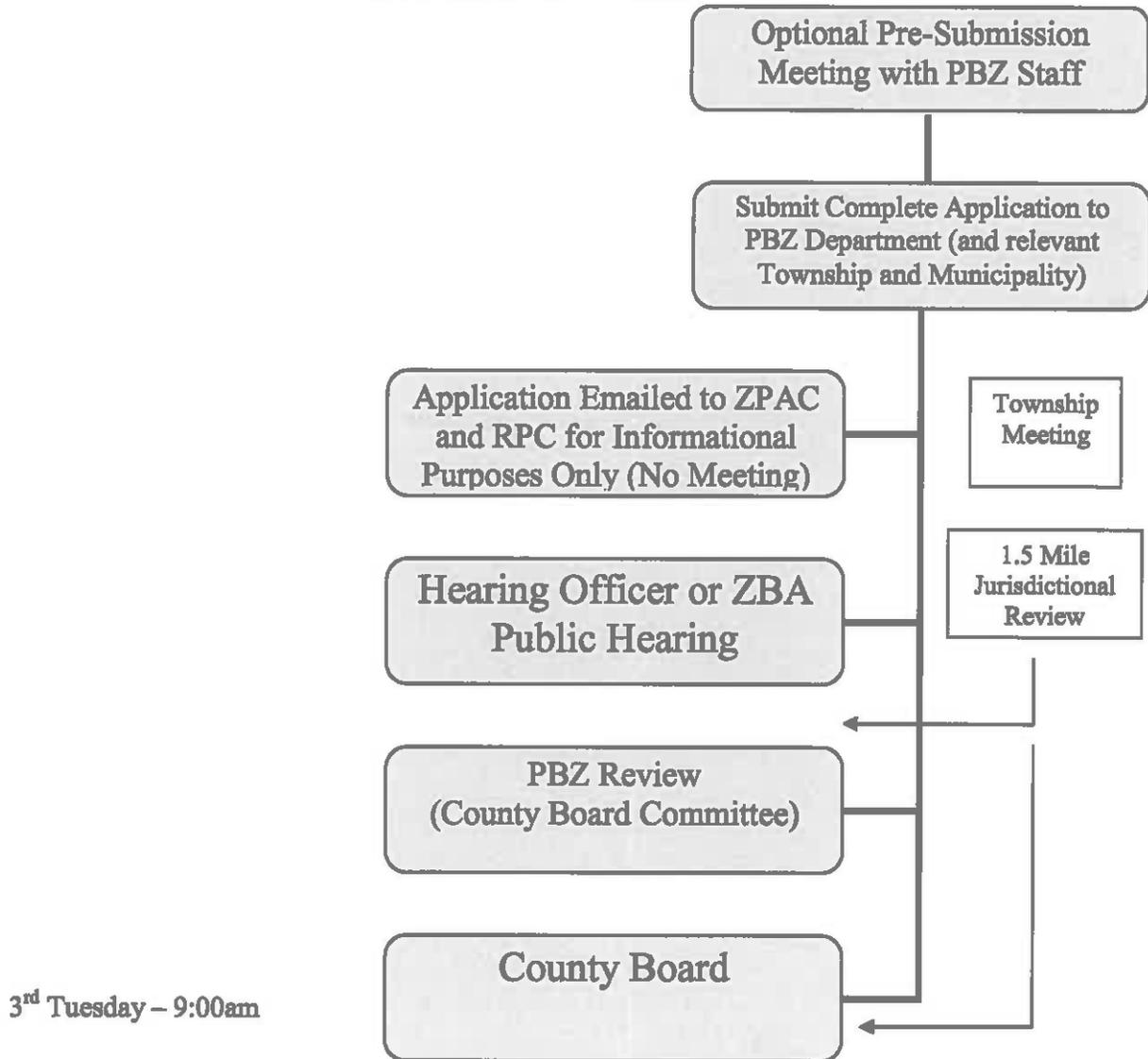
## Existing Kendall County Special Use Process



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, Hearing Officer, and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.

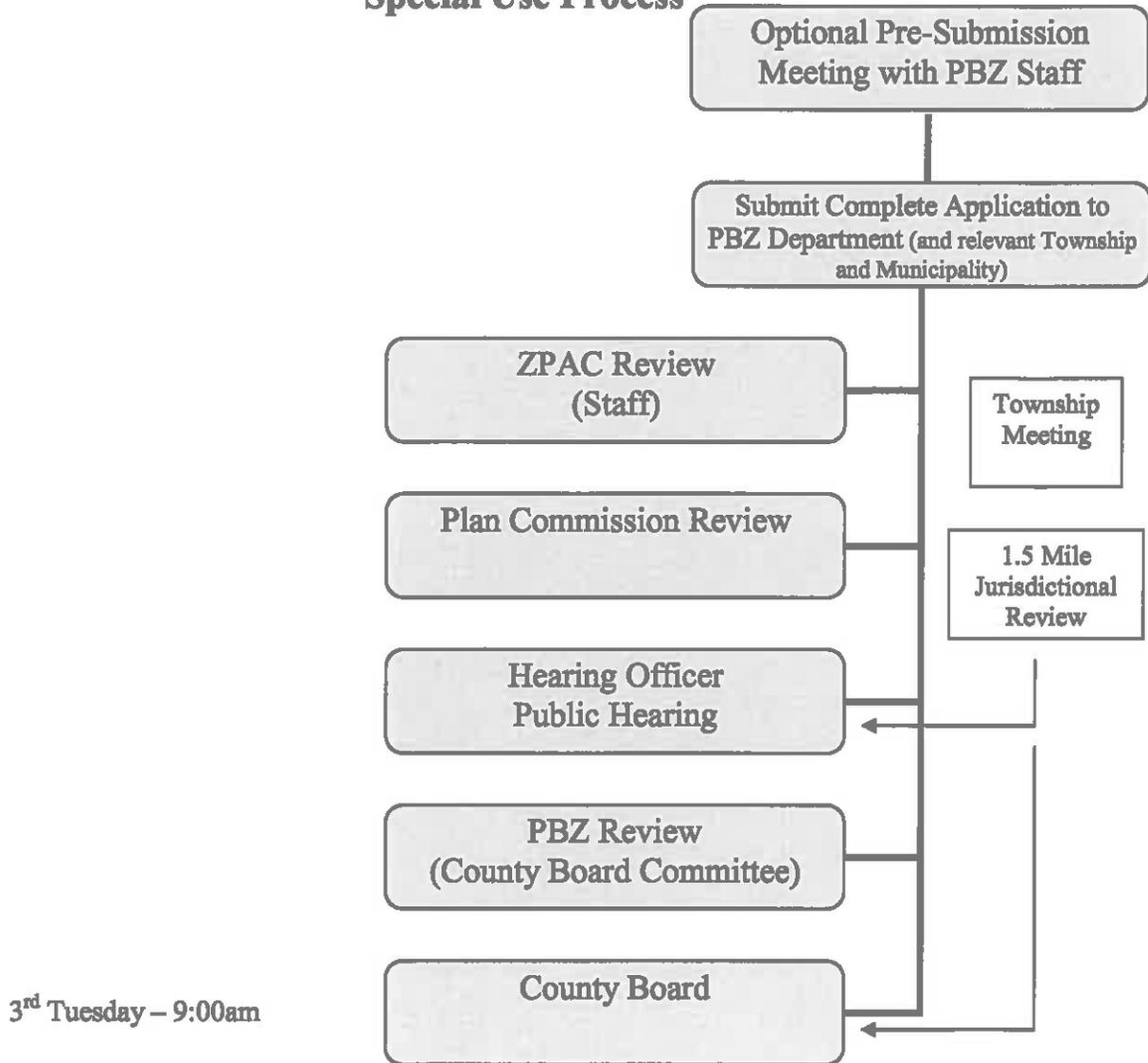
## Proposed Amended Kendall County Special Use Process



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The ~~Plan-Commission~~, Hearing Officer (or Zoning Board of Appeals), and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.

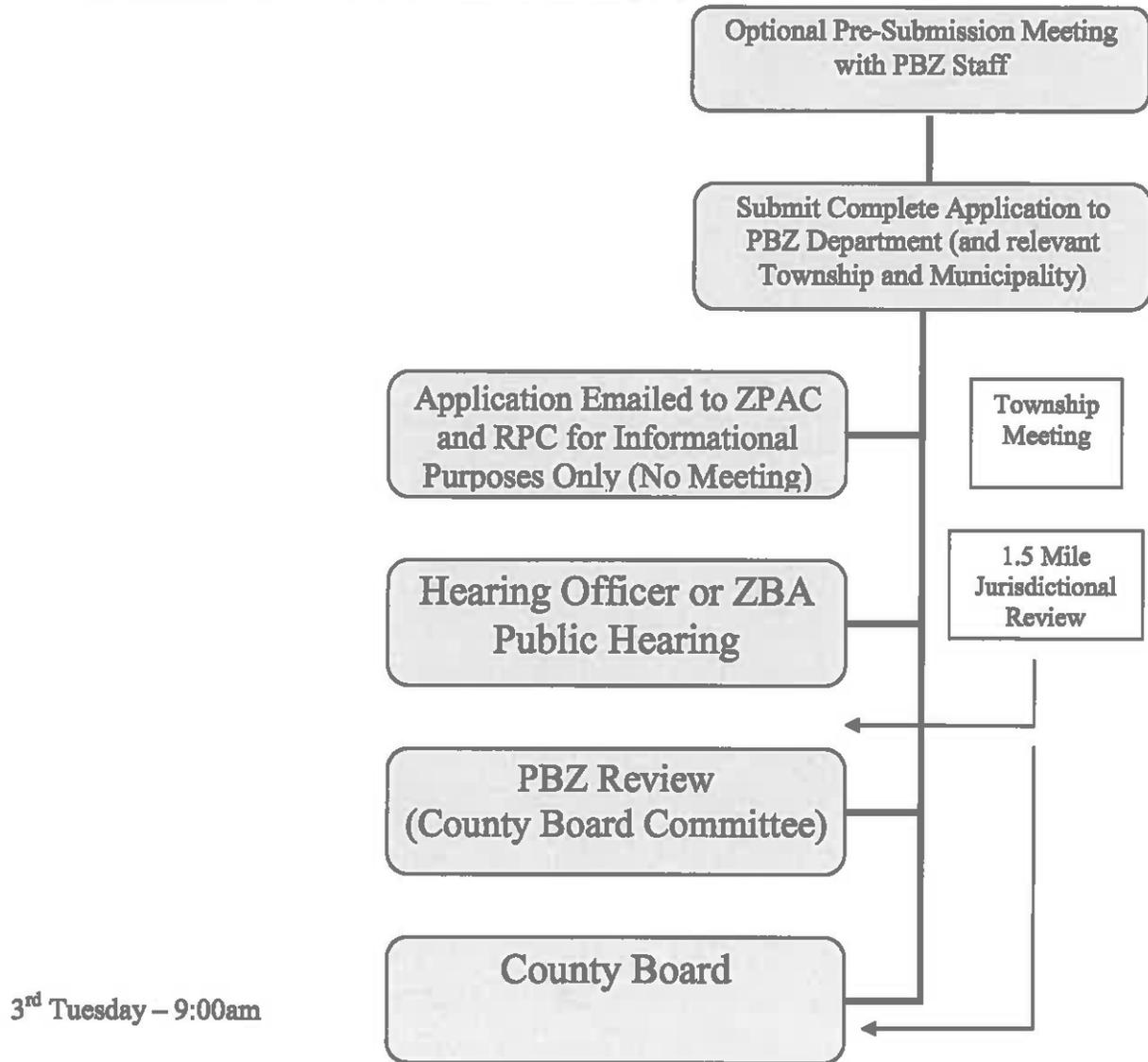
# Existing Kendall County Major Amendment Special Use Process



**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, Hearing Officer, and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.

**Proposed  
Amended  
Kendall County  
Major Amendment to an Existing Special Use Process**

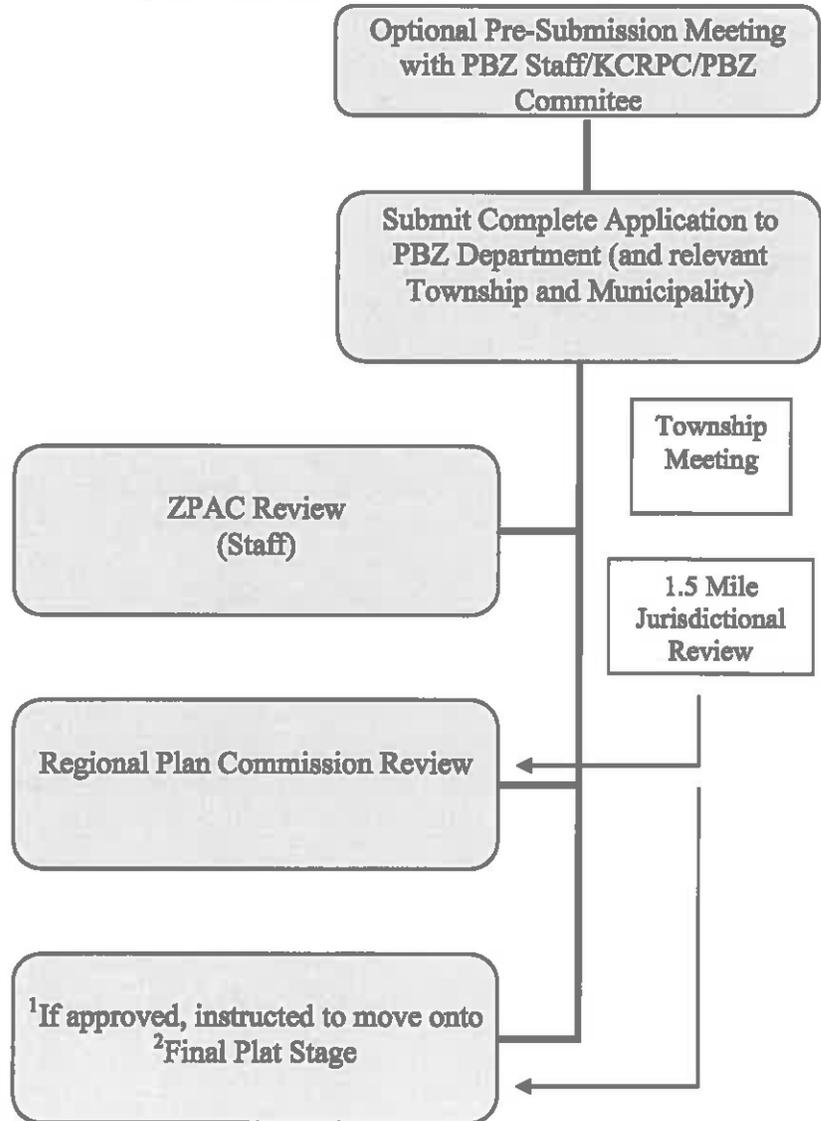


**Notes:**

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The ~~Plan Commission~~, Hearing Officer (or Zoning Board of Appeals), and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.

# Existing-No Changes Proposed

## Kendall County Preliminary Plat Process

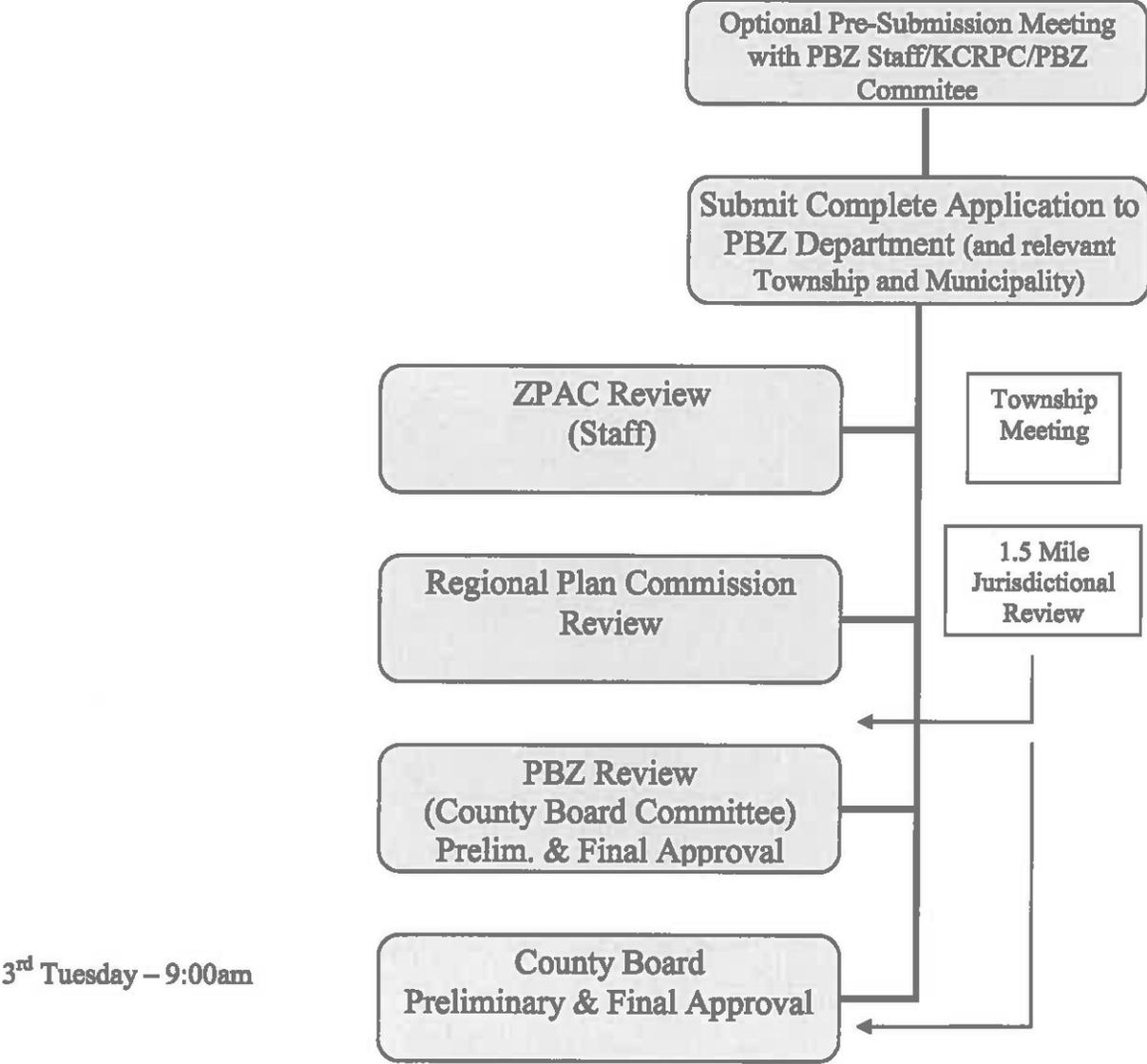


### Notes:

1. Approval of the preliminary plat by KCRPC is tentative only, involving merely the general acceptability of the layout as submitted. Final approval of the Preliminary Plat shall be granted by the County Board at the time of Final Plat approval.
2. Approval of Preliminary Plat shall be effective for a maximum of one (1) year
3. The Plan Commission may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.

# Existing-No Changes Proposed

## Kendall County Final Plat Process



**Notes:**

1. Approval of the preliminary plat by KCRPC is tentative only, involving merely the general acceptability of the layout as submitted. Final approval of the Preliminary Plat shall be granted by the County Board at the time of Final Plat approval.
2. Approval of Preliminary Plat shall be effective for a maximum of one (1) year
3. The Plan Commission may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.