



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
COUNTY OFFICE BUILDING
County Board Rooms 209-210

Thursday, March 10, 2016 at 4:00 PM

AGENDA

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call:** Elizabeth Flowers, Judy Gilmour, Dan Koukol, Matthew Prochaska, John Purcell, Jeff Wehrli, John A. Shaw (Board Chair), Scott Gryder (Board Vice Chair), Lynn Cullick, Bob Davidson
3. **Items of Business**
 - ❖ *From the Finance Committee:*
 - *Recommend Acceptance of Fiscal Year 2014-2015 Audited Financial Statements*
 - ❖ *From the Admin HR Committee:*
 - *Proposed Organization Chart Changes regarding County Administrator*
 - *Approval of Contract for Spring 2016 GIS Aerial Mission with Ayres Associates in an amount not to exceed \$31,560.*
 - *Resolution Approving Policy for Managing Email Archive*
 - ❖ *From the Facilities Management Committee:*
 - *Extend Temporary Facilities Management Maintenance 1 position to June 15, 2016*
4. **Public Comment**
5. **Questions from the Media**
6. **Chairman's Report**
7. **Review Board Action Items**
8. **Executive Session**
9. **Adjournment**

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Meeting Minutes
Thursday, February 11, 2016

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Chair John A. Shaw at 4:00p.m. who led the committee in the Pledge of Allegiance.

ROLL CALL

John Purcell – here, Scott Gryder – here, Matthew Prochaska – here, Jeff Wehrli - here, John A. Shaw - yes, Bob Davidson - yes, Judy Gilmour - here

Member Cullick arrived at 4:02p.m.

Board Members Absent: Elizabeth Flowers, Dan Koukol

Staff present: Sheriff Dwight Baird, Glenn Campos, Scott Koeppel, Leslie Johnson, Jim Smiley, John Sterrett, Dr. Amaal Tokars, Eric Weis, Jeff Wilkins

ITEMS OF BUSINESS

- *KC Law Enforcement Memorial* - Oswego Police Department Chief Jeff Burgner, and Chairman of the Kendall County Association of Chiefs of Police (KCACP) Law Enforcement Memorial Committee, provided the background, purpose and current status of the proposed project. Chief Burgner stated that in locating a memorial site, a proposal was submitted by the KCACP memorial committee members to Kendall County Presiding Judge Tim McCann, as well as other key stakeholders.

Chief Burgner reviewed the approved design and concept for the memorial with the Board, and said that at this point in time, the KCACP is seeking assistance from Kendall County in the form of a \$50,000 loan to complete the funding gap, and that they were proposing the payback to be within five to seven years, with a goal of an early payoff. With the loan from the County, Chief Burgner said that construction would begin in the Spring and the project would be completed in late Summer 2016. There was consensus by the Board that this item should be discussed by the County Finance Committee.

- *FLSA Overtime for County Department Heads* – Leslie Johnson, Assistant State’s Attorney, Said that this discussion is a result of the Human Resources Audit that was conducted last year, and that she was here to provide a brief explanation so that when decisions and revisions are made to the organizational chart and job descriptions, what needs to be done in order to maintain the exempt status of the department heads.

Ms. Johnson went on to say that it is important that organizational charts, job descriptions and employee handbooks all contain information that supports the exempt status of department heads, if indeed the County wanted them to remain in the exempt classification status.

ASA Johnson said that if department heads are misclassified as exempt when they are not truly exempt or don't meet the exemptions, then the County would be required to pay overtime for any hours over 40 hours worked per week, could incur substantial penalties and costs, and would be responsible for all attorney fees and costs if a law suit was filed. If these employees are not classified as exempt employees, there are also additional recordkeeping requirements.

Ms. Johnson also stated that under the Illinois Public Labor Relations Act, supervisors may be excluded from a bargaining unit if there is a unit petition filed for certification of the unit. Ms. Johnson said that is important that when reviewing the job descriptions, that if the department heads are to remain excluded from the bargaining units that the job descriptions accurately reflect what is a supervisor under the Illinois Public Labor Relations Act.

Ms. Johnson stated that there are two different laws that apply to the exempt status, the Federal Law, Fair Labor Standards Act or FLSA, and the State Law, Illinois Minimum Wage Law or IMWL. Ms. Johnson stated that as a general rule, an employee has to be paid at least minimum wage and overtime pay at a rate of one and a half their regular rate for all hours worked over 40 in a regular work week, unless the employee is exempt. Ms. Johnson said there are certain exemptions set forth in the Fair Labor Standards Act and the Illinois Minimum Wage Law. Ms. Johnson reviewed who are exempt employees, under the Executive and Administrative areas. Ms. Johnson suggested sitting down with each department head to determine exactly what they do on a day-to-day basis.

Ms. Johnson said there are two tests that are used to determine whether a department head is exempt or not:

- 1) Do they satisfy the salary test? Are they paid on a salary basis with no deductions because of quantity or quality of work, and is their current minimum weekly rate of pay at least a minimum rate of pay of \$455 per week or \$23,660 per year? Ms. Johnson briefly reviewed the proposed rules that will be implemented at approximately April 30, 2016.
- 2) Do they satisfy the duties test? Do they primarily perform duties that are exempt or fall under the exemptions under the wage laws? Do they spend more than 50 % of each day doing these tasks? Duties tests vary with each exemption, case-by-case analysis.

Ms. Johnson said things to consider that may impact exempt status:

- a) Job Descriptions – are primary and essential duties are clearly listed?
- b) Organizational Charts – is the accurate reporting structure is clearly listed?
- c) Employee Handbook – is day-to-day work or the duties done most of the day clearly identified?

Ms. Johnson reported the Executive Exemption Duties Test qualifications include:

- a) Primary duty is management of the department
- b) Regularly directs the work of 2 or more full-time employees
- c) Has the authority to hire or fire employees, or alternatively, the employee's recommendations are given "particular weight"

Ms. Johnson gave the following example when reviewing things for a particular weight given: if the department head is reporting to another level before the County Board, is that level giving significant input in making the final decision in hiring and firing, or are they simply a rubber stamp? If they are more or less a rubber stamp, then the decisions are given particular weight. If they provide significant input, if that higher level is involved in interviews, and making major decisions with respect to the hiring and firing, and usually goes over the department heads recommendations, then the department heads decisions are not being particular weight, and that will destroy the executive employee exemption.

Ms. Johnson said she is aware there have been discussions about organization charts, and whether department heads report directly to the County board or to the County Administrator in various meetings. To assist in helping everyone to understand, Ms. Johnson provided the following example: if a department head reports directly to the County Administrator instead of the County Board, the department head would be classified as more like a foreman, and would need to need to remain actively involved in the hiring, firing and discipline, and the County Administrator involvement in the decision making is minimal at best. If you have a lot of day to day oversight and involvement in personnel decisions for the department by the County Administrator that will destroy the executive employee exemption for the department head.

Ms. Johnson reported the Administrative Duties Test qualifications include:

- a) Primary duty is performance of office or non-manual work (white collar) directly related to the management or general business operations of the County. The County needs to make sure that the majority of the work is non-manual, and determine how much of his day is spent performing maintenance, construction? Or is most (50% as a general rule) of his day spent doing management type functions and administration related to management (paperwork, clerical)?
- b) Requires the exercise of discretion and independent judgment with respect to matters of significance. Do they have independence, or are they required to go to a higher level person for most decision making? If they are acting like a foreman, and they are reporting to the County Administrator, the County needs to make sure the role of the County Administrator is somewhat more limited, and that department heads continue to maintain the independent discretion and judgment regarding matters of significance.

Ms. Johnson said if you put a mid-level person in between the department head and the County Board, you have to be careful because if all of the important and financial decisions are run by a mid-level supervisor, you must review the County Administrators role is going to be in that process. Is the department head required to meet with the County Administrator on a regular basis and have all major financial decisions run by the County Administrator, or does that department head have the ability to make those decisions on their own without the input of the County Administrator? Ms. Johnson said that if the County Administrator is going to be actively involved she feels the County will have difficulty in meeting this element of the Administrative Exemption Test.

- *Discuss Bond Refunding Plans* – Anthony Vacelli, Speer Financial, briefly reviewed the proposed refunding plans with the County Board.

PUBLIC COMMENT – Todd Milliron, Yorkville, stated that the County organizational chart posted on the website, falsely lists the Veteran’s Administration Commission of Kendall County as reporting to the County Board and being elected by the citizens, which is not accurate. Mr. Milliron asked that the chart be updated to accurately reflect that the VAC is not elected by the citizens, and does not report directly to the County Board. Mr. Milliron also asked that the chart include some indication/clarification of where tax dollars go once they are collected by the County.

QUESTIONS FROM THE MEDIA – None

CHAIRMAN’S REPORT - None

REVIEW BOARD ACTION ITEMS – Chair Shaw asked the committee to review the February 16, 2016 Board agenda for any necessary changes or additions. There were no changes or additions.

ACTION ITEMS FOR COUNTY BOARD - None

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 5:17p.m., Member Cullick seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

ORTHOPHOTOGRAPHY / PHOTOGRAMMETRIC SERVICES

THIS AGREEMENT is made by and between Kendall County (OWNER) and Ayres Associates Inc, 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide digital 4-band aerial imagery and digital orthoimagery services in 2016.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 BASIC SERVICES

After written authorization to proceed, CONSULTANT shall:

- 1.1.1 Obtain 4-band (RGB,IR) digital aerial imagery during the spring of 2016 using a calibrated, large-format digital photogrammetric camera system for the project area shown on Attachment A. Aerial imagery will be acquired at 5.5-inch ground sample distance, suitable for the production of color orthoimagery at 6-inch ground pixel resolution. Imagery will not be attempted when the ground is obscured by snow, foliage, haze, smoke, or dust; when streams are outside their normal banks; or when the clouds or cloud shadows will appear on more than 5% of the area of any one image. Imagery shall be completed leaf-off and snow-free. The aerial imagery will only be acquired when the sun angle is 30 degrees or greater above the horizon.
- 1.1.2 Collect control for the project using Inertial Measurement Unit (IMU), Airborne Global Positioning System (ABGPS), and ground-based GPS technology. Existing ground control will be used to support analytical aerotriangulation and orthoimagery which meets ASPRS Class 1 horizontal accuracy for 1" = 100' map scale. The coordinates shall be horizontally georeferenced to Illinois State Plane, East, Zone, US survey feet, NAD83.
- 1.1.3 Prepare an analytical aerotriangulation solution for the aerial imagery. The analytical aerotriangulation solution for OWNER will support digital orthoimagery meeting ASPRS Class 1 horizontal accuracy for 1" = 100' map scale.
- 1.1.4 Prepare 6-inch resolution color digital orthoimagery for the project area shown on Attachment A. Orthoimagery products will be produced to support ASPRS Class 1 horizontal accuracy for 1" = 100' map scale. The orthoimagery tiling structure will follow the OWNER'S existing tile schematic, delivered in uncompressed, TIFF format (with world file). Orthoimagery will include a MrSID format compressed mosaic of the tiles.
- 1.1.5 Prepare FGDC compliant metadata.

1.1.6 Final deliverable products to OWNER will include:

- a) Aerial Imagery Data
 - Preliminary flight diagram, including approximate flight lines and image centers in PDF format
 - Geodatabase of "as-flown" data including: point feature class of photo centers of each exposure and line feature class of the flight lines
- b) 6-inch Resolution Color Orthoimagery, 4-Band
 - One complete set of digital, 4-band orthoimagery, uncompressed GeoTIFF format with associated world files
 - MrSID compressed tiles
 - MrSID project-wide mosaics
- c) Aerotriangulation report
 - RMS error summaries
 - Coordinate values, in ASCII file format, of all triangulation points, including control, pass, drop, tie, and quality control
- d) Ground Control Survey report
 - field notes
 - Control points in ASCII format
 - Control points in Geodatabase format
- e) Metadata
 - Compliant with the FGDC's Data Content and Process Standards, in XML format

1.1.7 The CONSULTANT will submit written monthly status reports to the County. These reports will include:

- a. Any product or document that is delivered,
- b. Meetings held, planned, or requested, including the minutes thereof,
- c. Issues or problems that are encountered, need to be addressed, or resolved,
- d. Invoicing and payment, and
- e. Production goals for the next reporting period.

1.1.8 CONSULTANT's Basic Services shall include all services, specifications and obligations as presented in Kendall County RFP No. GIS-2016_001, which is hereby incorporated by reference along with the Appendix' I, II, III, IV, V & VI and CONSULTANT's Response to the same, for which Consultant was awarded this Contract. Any conflicts between the scope of services as represented in this Contract and those articulated in the RFP and accompanying documents as referenced above, shall be controlled by the terms of RFP No. GIS-001 issued on January 14, 2016.

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Changes in the Scope of Services

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.

- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services, which are to be furnished by OWNER and services not otherwise, provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely.
- 3.2 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.5 Provide project limits and tile schematic in vector format with same coordinate system to be utilized for the deliverable products
- 3.6 Provide existing Digital Terrain Model (LiDAR bare earth data) and associated metadata.

ARTICLE 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project.

CONSULTANT understands that pursuant to the RFP for which the contract was awarded, the following penalties as outlined in Appendix III shall be applied if services are not completed within the specified time frame:

1-30 Days past Due	5% of Contract Amount
31-60 Days past Due	10% of Contract Amount
61-90 Days past Due	25% of Contract Amount
91-120 Days past Due	50% of Contract Amount
121 + Days past Due	100% of Contract Amount

4.2 All services called for in Article 1 will be completed and submitted by December 31, 2016. Specific tasks will be completed and delivered according to the following schedule:

Task	Completion Date
Finalize flight plan, select Pilot Area	February 15, 2016
Aerial imagery acquisition	March 31, 2016 (as weather permits)
Submit unprocessed imagery of Pilot Area	March 31, 2016
Pilot Area submittal and Review	June 15, 2016
Complete orthoimagery TIFF tiles	September 30, 2016
MrSID tiles and mosaics	Two weeks after OWNER accepts TIFF tiles (approximately October 31, 2016)

4.3 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably, and any such modification shall be in writing signed by both parties.

ARTICLE 5 - PAYMENTS

5.1 Compensation for Services

5.1.1 OWNER shall compensate CONSULTANT for services included in Article 1 as follows:

5.1.1.1 For services outlined above, OWNER shall pay CONSULTANT a lump sum fee of \$31,560.00.

5.1.1.2 CONSULTANT shall submit invoices for Basic and Additional Services Rendered according to the following schedule.

- o Invoice 1, Imagery acquisition and survey: 45% of the total project fees (\$14,202.00) upon completion and acceptance of the aerial imagery mission and GPS survey (approximately May 1, 2016).
- o Invoice 2, Processing and preparation of deliverable products: 55% of the total fees (\$17,358.00) upon completion and acceptance of orthoimagery products (approximately October 15, 2016).

5.2 Other Provisions Concerning Payments

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

5.2.2 In the event of termination by OWNER without cause, CONSULTANT will be reimbursed for all charges and services rendered to date. However, should OWNER terminate the agreement due to a substantial failure on CONSULTANT's part, no such reimbursement shall be paid (See 6.3 below).

- 5.2.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.
- 5.2.4 Any changes in compensation must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owners sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Illinois.

6.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may also be terminated without cause by Kendall County upon written notice delivered to the CONSULTANT at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

6.4 Indemnification

The CONSULTANT shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, in regard to The CONSULTANT's performance or failure to adequately perform its obligations pursuant to this agreement as well as those arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from The CONSULTANT's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Kendall County's participation in its defense shall not remove CONSULTANT's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

6.5 **Data ownership Assignment**

The CONSULTANT assigns sole ownership of the data (deliverables) to the OWNER and its project participants for all deliverable products produced under this contract and such data shall not be copyrighted by the CONSULTANT. The CONSULTANT agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.6 **Non-Appropriation.**

In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to CONSULTANT. In the event of a default due to non-appropriation of funds, County has the right to terminate the Agreement upon providing thirty (30) days written notice to CONSULTANT. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

6.7 **Compliance with State and Federal Laws**

The CONSULTANT agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

6.8 **Counterparts**

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

6.9 **Authority To Execute Agreement**

The County of Kendall and the CONSULTANT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

6.10 **Choice of Law and Venue**

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

6.11 **Warranties**

All services to be undertaken by the CONSULTANT shall be carried out by competent and properly trained personnel of the CONSULTANT to the highest standards and to the satisfaction of Kendall County. No warranties implied or explicit may be waived or denied.

6.12 **Assignment**

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without

the prior written consent of the other.

6.13 Independent Contractor Relationship

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

6.14 Non-Discrimination

The CONSULTANT, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

6.15 Certification

The CONSULTANT certifies that the CONSULTANT, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

6.16 Insurance

The CONSULTANT will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, the CONSULTANT shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance.

Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall. Kendall County shall also be designated as the certificate holder.

6.17 Force Majeure.

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

6.18 Remedies

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Project Area Map (consists of 1 page).

7.1.2 Kendall County RFP No. GIS-2016_001, along with the Appendix' I, II, III IV, V & VI and Consultant's Response to the same.

7.2 This Agreement (consisting of pages 1 to 10, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument. Amendments, supplements and modifications shall not be effective unless duly authorized in writing by Kendall County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Kendall County, Illinois
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

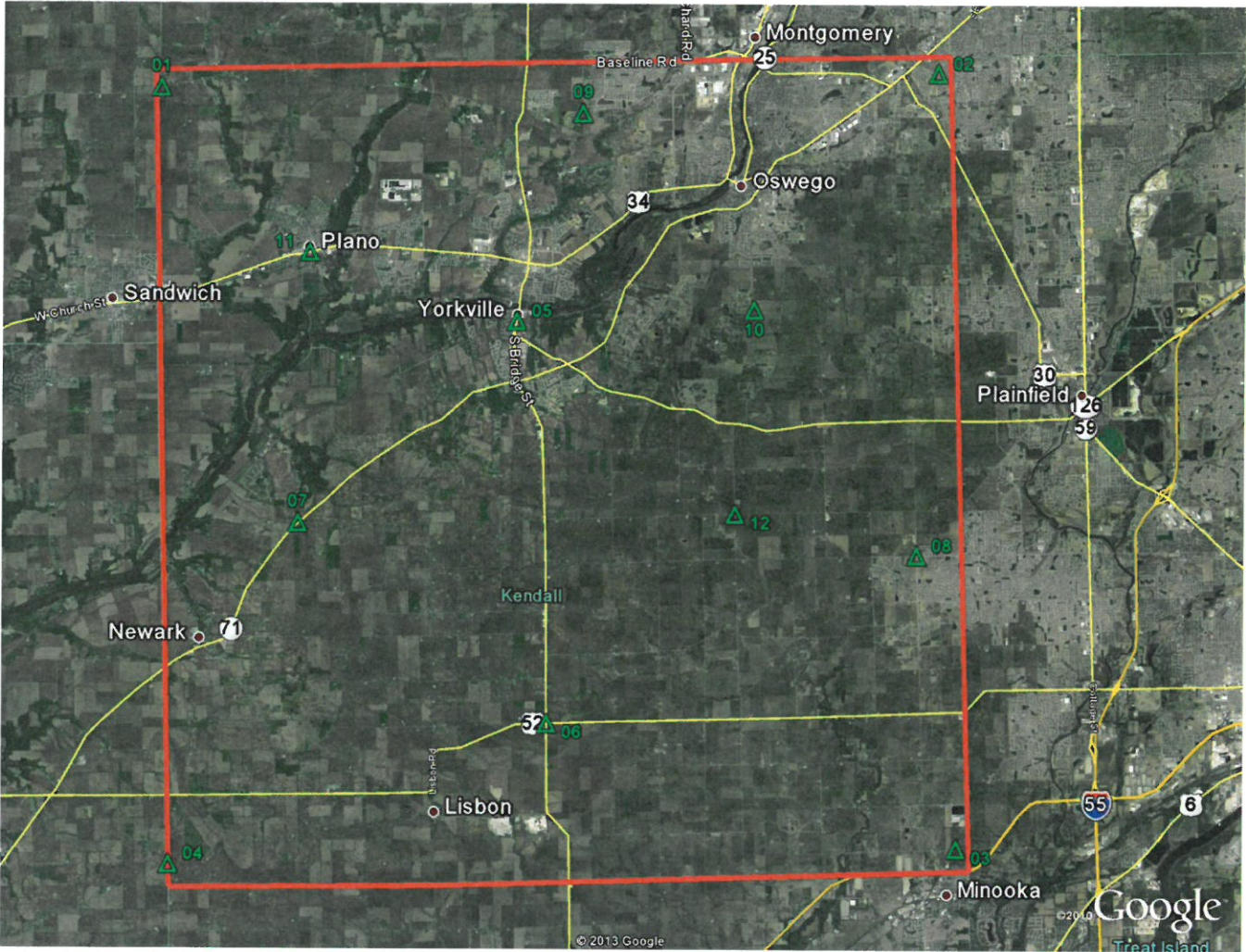
(Typed Name)

(Title)

(Date)

Attachment A Map of Project Area

Project Limits (in red) with Approximate Control Locations





Judge Timothy J. McCann
In Chambers (630) 553-4208
judgemccann@co.kendall.il.us

**Circuit Court for the
23rd Judicial Circuit**
Kendall County Courthouse
807 West John Street
Yorkville IL 60560

March 3, 2016

Robert E. Davidson, Chairman
Facilities Management Committee
Kendall County Board
111 W. Fox St.
Yorkville, IL 60560

Re: Facilities Management needs for Kendall County Courthouse

Dear Chairman Davidson:

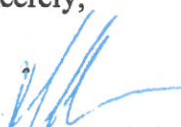
I have been discussing with Jim Smiley three projects that we are planning to work on in the Kendall County Courthouse. According to Jim, these projects can all be completed "in house" if Jim is allowed to retain his current staff including his temporary worker.

I recognize that management of the county personnel is a county board issue, but I am asking that you consider extending the temporary employment as it currently exists so that we can move these projects along.

It goes without saying that you don't hear me complaining about FME, and the reason you hear no complaints from me is because we receive an excellent level of service from Jim and his staff. I am asking you to please continue to support the staffing needs of that department. Doing so will minimize the need to employ outside vendors to complete projects within our building.

Thank you for any support which you can give in this regard.

Sincerely,


Timothy J. McCann
Presiding Judge