



COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE
County Office Building
County Board Room 210
Wednesday, November 20, 2019 at 5:30p.m.

MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call: Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Matthew Prochaska, Robyn Vickers**
- 3. Approval of Agenda**
- 4. Approval of Minutes from November 4, 2019**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
 - Discussion of Emergency Management Coordinator Job Description
 - Discussion and Approval of MOU between Waubensee Community College and Kendall County for Strategic Planning
 - Discussion of Cerity Partners Services for Financial Wellness and Retirement Solutions
 - Discussion and Approval of Update IGA between Kendall County and Kencom for Technology Support Services
 - Discussion and Approval of IGA Between Kendall County and Kencom for GIS Services
 - Discussion and Approval of Updated GIS Website Disclaimer
 - Discussion of Aerial Subscription Invitation to Bid
 - Discussion and Approval of Kendall County Drug and Alcohol Policy
- 8. Executive Session**
- 9. Items for Committee of the Whole**
- 10. Action Items for County Board**
- 11. Adjournment**

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

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, November 4, 2019

CALL TO ORDER - Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others in Attendance: Meagan Briganti, Bob Jones, Scott Koeppel

APPROVAL OF AGENDA – Motion made by Member Prochaska second by Member Gilmour to approve the agenda. With five members voting aye, the agenda was approved by a 5-0 vote.

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Gengler to approve the October 16, 2019 minutes. With five members voting aye, the minutes were approved by a 5-0 vote.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- **Health Insurance** – Mr. Jones inquired about this year’s enrollment and if because things were not changing a passive enrollment could be done? Committee members were fine with that. Mr. Jones also asked about optional insurance plans like AFLAC and if the County would be continuing to offer those plans or if employees were expected to switch to the new BCBS Dearborn offering. The Committee decided to offer AFLAC for one more year, along with BCBS Dearborn. After next year BCBS Dearborn would be the only optional insurance offered. Finally, Mr. Jones inquired about a Benefit enrollment portal. The basic portal is free however to have files transferred directly to BSBS there is an additional \$4000 - \$6000 cost. Mr. Jones explained he didn’t need the additional upload for the additional fee. The consensus of the Committee was to do a passive open enrollment, offer AFLAC for another year and do the basic open enrollment portal at no additional cost.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Alliant FY20 Insurance Renewal* – Dane Mall with Alliant the County’s insurance broker presented the County’s quote from ICRMT for Worker’s Compensation, Property and Liability Insurance. The quote represents a decrease in premium mainly because the Forest Preserve is going on their own policy. There are several Cyber Liability quotes attached in the packet. The quote that came in the lowest is from BCS. Mr. Mall and staff are recommending an increase in coverage levels from \$1 Million to \$3 Million. **Member Gilmour made a motion, second by Member Prochaska to forward FY19-20 Property, Liability and Worker’s Comp Insurance Renewal and FY 19-20 Cyber Liability Insurance renewal with BCS to the November 19, Board Meeting for approval. With all five members present in agreement the motioned carried.**

- *Kendall County Drug & Alcohol Testing Policy* – Ms. Johnson reviewed the changes requested by the Committee following the last meeting when the proposed Policy was reviewed. The changes made to the original policy are in bold. The first two changes have to do with safety sensitive positions. The language states that employees in those positions can be pre-employment tested and random drug tested. Language was added about post-accident testing and about off duty employees reporting to work under the influence. Language about the County reserving the right to post offer test remains in the policy. **Member Gilmour made a motion, second by Member Gengler to send the revised Drug & Alcohol Testing Policy to the SAO for review. With all five members present voting aye the motion carried.**

- *Discussion of Subscription for Aerial Imagery* – Ms. Briganti reported that after last month’s meeting she discovered an aerial imagery subscription company that would do fly overs of urban areas with greater resolution three times a year. They also give the County a copy and also do an oblique layer once a year. Ms. Briganti explained that the contract is set up a bit differently at \$25,000 annually for 4 years, however more data is received with better resolution. **There was consensus to prepare and RFP for aerial subscription.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of ICRMT FY 19-20 Property, Liability and Workers Compensation Insurance Renewal in the amount of \$712,685*

- *Approval of Cyber Liability Coverage from BCS Company effective 12/1/2019 to 12/1/2020 in the amount of \$7,647*

- *Kendall County Drug & Alcohol Policy*

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Prochaska. With five members voting aye, the meeting adjourned at 6:23p.m.

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

MONTHLY MEDICAL INSURANCE REPORT
October FY 19

	Non-Union / Union		<u>Total Enrolled</u>				Annual Plan Cost
	Non-Union	Union	Oct-18	Nov-18	Oct-19	Nov-19	
HMO EE	19	13	36	38	32	32	\$6,510.56
HMO FAM	8	14	23	22	22	22	\$12,297.46
H.S.A. \$1500 EE	59	42	114	114	102	101	\$9,794.18 *
H.S.A. \$1500 FAM	52	64	106	102	113	116	\$18,666.61 *
H.S.A. \$2800 EE	1	2	6	6	3	3	\$8,991.53 *
H.S.A. \$2800 FAM	5	3	0	0	8	8	\$17,150.72 *
Total Enrolled	144	138	285	282	280	282	

Dental EE	166
Dental Family	184

Total Enrolled 350

NOTES:

- 1) Premiums and headcount paid as of monthly report date
- * 2) Includes Employer HSA contribution *
- 3) 2018 H.S.A. \$2800 are old PPO plan numbers

FY 19 MONTHLY MEDICAL INSURANCE INVOICES (BUDGETED: \$5,270,000) *87.34% of budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals
BCBS Medical Premium	355324	164572	350064	353709	361141	368973	358602	370815	363397	366845	368565		\$3,794,603
UHC Final Bill	0	0	1513	0	0	0	0	0	0	0	0	0	\$1,513
Met Life Dental Premium	0	48213	23952	24136	24248	24733	23914	24374	24400	24311	24113		\$268,298
Met Life Life Premium	0	0	1383	932	471	482	465	484	479	478	478		\$5,851
Health Savings Account	516000	1250	8876	1250	1125	3500	0	3000	0	0	500		\$833,500
Insurance Refunds	0	0	0	0	0	0	0	0	0	0	0		\$0
HRA Admin Fee	0	0	0	105	0	95	0	95	95	189	0		\$678
FSA Admin Fee	84	84	84	105	0	123	0	0	0	0	0		\$480
TOTALS	\$871,408	\$214,119	\$382,771	\$380,239	\$386,066	\$388,905	\$382,880	\$388,767	\$381,371	\$381,824	\$383,653	\$0	\$4,802,822

0102-027-6647

FY 18 MONTHLY MEDICAL INSURANCE INVOICES (BUDGETED: \$5,592,000) * 94.72 % of Budget

	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018	7/31/2018	8/31/2018	9/30/2018	10/31/2018	11/30/2018	Totals
UHC Medical Premium	0	742810	368253	358882	347181	358285	366182	362582	372862	363407	359536	358726	\$4,356,855
UHC Dental Premium	0	54544	26952	27327	27145	27734	27507	27412	27691	27558	26978	27485	\$328,755
UHC Life Premium	0	1679	559	559	564	561	588	568	560	560	560	563	\$8,746
Health Savings Account	493000	10500	3628	0	0	0	4125	625	1250	750	378	750	\$617,000
Insurance Refunds	0	0	0	0	0	0	0	0	0	0	0	0	\$0
HRA Admin Fee	83	0	83	165	83	0	165	0	0	0	0	0	\$578
FSA Admin Fee	170	0	188	376	188	0	383	0	0	0	188	94	\$1,568
TOTALS	\$495,252	\$807,854	\$398,792	\$387,109	\$375,160	\$387,559	\$399,040	\$390,589	\$402,935	\$392,575	\$387,017	\$387,517	\$5,211,509

0102-027-6647

FY 17 MONTHLY MEDICAL INSURANCE INVOICES (BUDGETED: \$5,106,257)*88.84% of Budget

	12/31/2016	1/31/2017	2/28/2017	3/31/2017	4/30/2017	5/31/2017	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	Totals
UHC Medical Premium	350000	368648	346172	347668	346895	355552	357984	358354	355637	363212	365533	358463	\$4,260,420
BCBS Final Invoice	0	0	5200	0	0	0	0	0	0	0	0	0	\$5,200
Lincoln Life Dental Premium	25384	25884	27025	24382	26197	25785	25670	25842	25578	25825	25884	25604	\$308,783
Lincoln Life Premium	782	840	616	725	672	734	723	727	718	716	732	728	\$8,721
Health Savings Account	443000	1750	4375	0	0	1750	0	3825	2000	875	0	250	\$458,425
Insurance Refunds	271	0	0	0	142	594	0	1438	0	0	0	0	\$2,448
HRA Admin Fee	0	83	83	83	83	83	83	83	83	83	83	83	\$908
FSA Admin Fee	311	0	323	182	0	339	170	170	170	170	170	170	\$2,153
TOTALS	\$820,558	\$385,406	\$383,793	\$373,029	\$374,090	\$384,840	\$384,839	\$388,800	\$385,625	\$380,581	\$382,412	\$383,285	\$5,047,057

0102-027-6647

FY 16 MONTHLY MEDICAL INSURANCE INVOICES (BUDGETED: \$5,063,813)* 93.8% of Budget

	12/31/2015	1/31/2016	2/28/2016	3/31/2016	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	Totals
BlueCross Medical Premium	347954	339151	344322	347590	342857	344748	342333	342917	333821	335258	338151	341085	\$4,099,966
Lincoln Life Dental Premium	23476	24020	24182	23782	23821	23806	23660	23721	23049	23330	23186	23365	\$283,818
Lincoln Life Premium	728	732	725	727	721	725	716	723	708	714	708	713	\$8,837
Health Savings Account	343500	0	0	0	0	10000	0	0	0	0	0	0	\$383,500
FSA Admin Fee	148	148	148	148	148	156	156	156	156	156	156	156	\$1,824
TOTALS	\$715,805	\$384,251	\$389,367	\$372,256	\$367,347	\$379,435	\$368,765	\$367,816	\$357,833	\$359,458	\$382,211	\$385,318	\$4,747,394

0102-027-6647

MONTHLY BENEFITS SUMMARY REPORT
October FY 19

Retirees/COBRA (12/1/18 - 11/30/19) (42 Retirees / 1 COBRA)			
Vision	Family	7	\$987.20
Vision	Single	10	\$613.48
Medical	Family	2	\$16,577.33
Medical	Single	12	\$66,762.78
Dental	Family	36	\$13,773.52
Dental	Single	14	\$13,228.32
TOTAL		81	\$114,942.63

UNEMPLOYMENT CHARGES 2019	
1st Quarter	\$620
2nd Quarter	\$1,239
3rd Quarter	\$443
4th Quarter	
TOTAL	\$2,301

DEPARTMENT	New Hires		Resignations/Terms	
	YTD	Current Month	YTD	Current Month
Administration				
Animal Contr	1			
Assessment	1			
Circuit Clerk	4	1	4	
Coroner				
County Clerk	3		1	
Facilities	1		2	
Forest Pres	1		2	
Health Dept.	5	1	4	
HWY				
KenCom	1		1	
PBZ				
Probation	1		2	
Public Defender				
Sheriff	8	2	5	1
State's Att	2		1	
Technology/GIS	2		2	
VAC	1		1	
Totals	31	4	25	1

Month	Deposit
December	516,000
January	1,250
February	6,875
March	1,250
April	1,125
May	3,500
June	0
July	3,000
August	0
September	0
October	500
November	
Total	\$ 533,500

MONTHLY ADMINISTRATION / HR SUMMARY REPORT

October 31, 2019

W.C. Claims Expense (12/1/18 - 11/30/19)					
	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	Total Claims
December	\$ 228	\$ 1,987	\$ 2,164		\$ 4,378
January	448	5,609	220	1,351	7,628
February	770	4,857	742	64	6,234
March	6,636	1,641	2,542	610	11,430
April	1,215	15,811	159	10,072	27,258
May	283	6,330	3,342	4,487	14,442
June	352	2,004	2,144	8,782	13,282
July	185	1,647	952	1,894	4,678
August	204	1,988	2,382	11,417	15,971
September	205	2,120	1,479	13,209	17,013
October	819	1,767	1,236	12,505	16,327
November					0
Total Claims Expense	\$ 11,341	\$ 45,541	\$ 17,363	\$ 64,393	\$ 138,639

PEDA Payments (Included in Total Claims Expense)

PEDA Reimbursements YTD \$ 45,394

W.C. Annual Premium

W.C. Premium \$ 131,080 \$ 139,098 \$ 171,411 \$ 175,442

Self Insured Retention (SIR)

Self Insured Amount \$ 250,000 \$ 250,000 \$ 250,000 \$ 250,000

No. of claims >\$250k	1	0	0	0
No. of claims >\$100k & <\$250k	0	2	0	0
No. of claims <\$100k	39	44	20	24
Total claims paid	40	48	20	24

W.C. Claims

	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy
W.C. Claims paid prior year	\$ 308,024	\$ 560,320	\$ 14,430	\$ -
W.C. Claims paid current year	11,341	45,541	17,363	64,393
Total claims paid	\$ 319,365	\$ 605,861	\$ 31,793	\$ 64,393

Workers' Comp. Claims	Policy Year				
	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	
	Prior Year Total	Prior Year Total	Prior Year Total	DEC-SEPT	OCT
Administration	1				
Animal Control	6	1	4	1	
Circuit Clerk	1	1	1	1	
Coroner					
County Clerk	1	2			
Facilities				1	
Forest Preserve	3	2		3	
Health Dept.	3	2	2	1	
Highway	1	2	1	2	
Judiciary					
PBZ					
Probation	1				
Public Defender					
Sheriff - Corrections	5	18	2	4	
Sheriff - Patrol/Admin	16	16	10	9	
State's Attorney	2	2		1	
Technology					
VAC				1	
Totals	40	46	20	24	0

**Illinois Counties Risk Management Trust
Claims Analysis
11/1/2019**

Worker's Compensation

FY19 - Current Year's Total Claims

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
1	12/9/2018	Corrections	closed	1,416	N	Y
2	1/5/2019	Forest Preserve	closed	1,000	N	Y
3	1/23/2019	Sheriff	closed	-	N	Y
4	1/25/2019	Sheriff	closed	1,091	N	Y
5	1/28/2019	Health	closed	477	N	Y
6	2/12/2019	Highway	closed	430	N	Y
7	2/17/2019	Sheriff	open	59,146	Y	Y
8	2/21/2019	Circuit Clerk	closed	-	N	Y
9	3/8/2019	Facilities	closed	842	N	Y
10	4/26/2019	Sheriff	open	2,112	N	Y
11	4/25/2019	State's Attorney	closed	-	N	Y
12	5/17/2019	Sheriff	closed	997	N	Y
13	5/19/2019	Forest Preserve	open	620	N	Y
14	5/23/2019	VAC	open			
15	6/7/2019	Forest Preserve	closed	327	N	Y
16	6/21/2019	Sheriff	open	4,673	N	Y
17	6/28/2019	Animal Control	closed	153	N	Y
18	6/29/2019	Corrections	open	7,847	Y	Y
19	6/29/2019	Corrections	open	2,149	N	Y
20	7/15/2019	Highway	open	404	N	Y
21	7/22/2019	Sheriff	open	265	N	Y
22	7/25/2019	Corrections	open	-	N	Y
23	9/3/2019	Sheriff	open	7,654		
24	9/19/2019	Sheriff	open	1,002		

Total FY19 Claims Paid To Date \$ 83,948

Worker's Compensation

Prior Years' Active Claims

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
2011-12 Policy						
1	6/30/2012	Forest Preserve	re-opened	381,305	Y	Terminated
				381,305		
2015-16 Policy						
2	4/12/2016	Sheriff	open	94,289	Y	Y
3	9/13/2016	Sheriff	closed	252,246	Y	Retired
				346,534		
2016-17 Policy						
4	2/28/2017	Corrections	open	31,064	Y	Retired
5	10/26/2017	Corrections	open	162,368	Y	Retired
6	4/19/2017	Sheriff	open	88,049	Y	Retired
7	11/21/2017	Sheriff	open	218,695	Y	Y
				500,176		
2017-18 Policy						
8	12/12/2017	Corrections	open	23,200	Y	Y
9	5/2/2018	Sheriff	closed	3,432	N	Y
10	8/3/2018	Sheriff	re-opened	6,165	N	Y
11	11/1/2018	Corrections	closed	771	N	Y
12	11/18/2018	Sheriff	closed	1,782	N	Y
				35,350		

Total Prior Year's Active Claims \$ 1,263,366

**Illinois Counties Risk Management Trust
Claims Analysis
11/1/2019**

Property & Casualty

FY19 - Auto PC

Incident Date	Department/Office	Status	Paid	Coverage Type
1 4/28/2019	Sheriff	Open		Auto PD - Collision

Total FY19 Auto Claims \$ -

FY19 - General Liability

Incident Date	Department/Office	Status	Paid	Coverage Type
1 1/25/2019	Courthouse	closed		
2 12/5/2018	Circuit Clerk	closed		
3 8/10/2019	Animal Control	open		
4 8/16/2019	Sheriff	open		

Total FY19 General Liability Claims \$ -

Prior Years'- General Liability

Incident Date	Department/Office	Status	Paid	Coverage Type
2015-16 Policy				
1 8/9/2016	Sheriff	open	40,441	Law Enforcement Liability
2 11/4/2016	Sheriff	open	14,577	Law Enforcement Liability
			55,018	
2016-17 Policy				
3 9/23/2014	Various	open	14,347	General Liability
			14,347	
2017-18 Policy				
4 7/1/2018	Sheriff	open	3,702	General Liability

Total Prior Year's General Liability Claims \$ 71,216

Kendall County Job Description

TITLE: Emergency Management Coordinator
DEPARTMENT: Emergency Management Agency
SUPERVISED BY: County Administrator
FLSA STATUS: Exempt
APPROVED: In Process

I. Position Summary

Organizes, develops, administers and coordinates training and operations of the county wide emergency management preparedness plan in Kendall County. Manages County resources in a disaster including personnel and volunteers. Works closely with all public safety partners, local government officials, County Board Members and Department Heads to support the community with prevention, protection, mitigation response and recovery from any given all-hazards incident.

II. Essential Duties and Responsibilities

- A. Responsible for development and implementation of emergency plans for Kendall County including coordination with the County Board Chairman in determining when the Emergency Operation Center will be activated.
- B. Assist with the development of training exercises and directing coordinated operations under simulated emergency conditions including but not limited to natural technologies and or human caused disasters/events.
- C. Responsible for planning, organizing and directing County's Emergency Management Programs and County activities.
- D. Creates and focuses on policies and procedures to address numerous natural and technical hazards that may potentially impact the County. Primary focal points include hazardous materials, severe weather, flooding and threats to public safety.
- E. Responsible for maintaining Agency owned equipment including but not limited to vehicles, trailers and radio equipment.
- F. Prepares situational reports during periods of disaster and emergency to be distributed to stakeholders in the County.
- G. Represent the County before public and legislative bodies, conferences and all other emergency related functions
- H. Prepare a monthly report and attend assigned County Board Committee meetings to provide updates on emergency management issues and activities, including but not limited to Legislative Issues. Attends County Board Meetings as needed.
- I. Establishes systems to alert key officials and warn the public in the event of an emergency.
- J. Develops, maintains and upgrades an Emergency Operations Center (EOC) as a site from which key officials can direct and support operations during an emergency.
- K. Serves as a member of the Agency's Command Staff and is capable of functioning in any Command or General Staff position as needed.

- L. Ensure that the Agency meets necessary requirements to maintain accreditation as an Emergency Management Agency with the State of Illinois' Emergency Management Agency (IEMA)
- M. Possess knowledge of Federal, State and Local laws pertaining to emergency management; including the IEMA Act, Code Title 29 Part 301 of Illinois Administrative Code, Stafford Act, Non Stafford Act, Civil Defense Act, Disaster Mitigation Act, and the Illinois Nuclear Safety Preparedness Act.
- N. Collaborate with other county and local officials in the development of hazard mitigation programs and plans.
- O. Conducts facility safety and assessments at the request of community organizations.
- P. Maintains the County's all-hazards Emergency Operation Plan in accordance with the guidance set forth in IEMA Act (20ILCS 3305) and its Administrative Rules
- Q. Works closely and maintains effective relationship with other County offices, departments, agencies, municipalities, community/non-governmental organizations, private sector partner agencies on developing and enhancing emergency management plans and capabilities.
- R. Implements all required training for National Incident Management System (NIMS) compliance to county departments and offices as applicable.
- S. Serves as primary on call personnel in the event of an emergency and or establishes an on call personnel system 24 hours a day, 7 days a week to respond to EMA duties.
- T. Responsible for the EMA budget, applications for Federal, State and other financial assistance; and preparation of logs, annual and quarterly reports and monthly claims to appropriate agencies and the County Board.
- U. Oversees the ordering, receiving, storing and issuance of supplies and equipment for emergency management use.
- V. Supports community outreach and communication by attending special events.
- W. Assists in the establishment and maintenance of mutual aid or cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency.
- X. Serves as the County's point of contact for the Department of Homeland Security, including activities associated with the threat of terrorist attacks and emergency management functions associated with conventional and nuclear enemy attack.
- Y. Attends workshops, seminars and training on Emergency Management and other related topics on disaster preparedness.
- Z. Establishes current and long range goals, plans, and policies and procedures within the scope of emergency management.
- AA. Performs other duties relating to Kendall County's emergency management as assigned by the County Administrator.

III. Supervisory Responsibilities

This job has no supervisory responsibility except to supervise subordinate command staff and volunteers in the event of an emergency. There is administrative support available to assist the position with clerical duties.

IV. Qualifications

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

- Ability to research, read, and interpret documents and simple instructions.
- Ability to prepare documents, reports, minutes, agendas, and correspondence.
- Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials in both a one-on-one and group settings.
- Requires proficiency in the English language, spelling, and grammar.

B. Mathematical Skills:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

C. Reasoning Ability:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations.
- Ability to evaluate situations and draw conclusions.

D. Skills, Knowledge and Abilities:

- Strong organization skills and attention to detail.
- Knowledge of federal and state laws and regulations as they pertain to emergency management and emergency planning
- Knowledge of basic accounting principles and practices and office management procedures.
- Ability to operate a variety of equipment and tools associated with emergency management activities, which may include a motor vehicle, radio communications equipment, personal protective equipment, various emergency equipment, audio/visual equipment and general office equipment.
- Knowledge of communication systems, frequencies and various communication equipment capabilities.
- Ability to express oneself clearly and concisely both orally and in writing.
- Knowledge of the County geography, including key emergency management staging sites, infrastructure and buildings.
- Ability to have flexible hours and deploy for disaster response.

- Ability to prepare accurate reports, write plans and direct the use of resources and coordinate emergency operations under extraordinary circumstances.
- Ability to work with confidential information.
- Ability to establish and maintain effective working relationships with Department staff, other Departments, Elected Officials and others such as private sector businesses and the general public.
- Ability to use MS Word, Excel, Outlook, PowerPoint. Ability to use the Internet and specialized department software to extract and record data.
- Ability to manage projects and multiple priorities simultaneously.

E. Education and Experience:

- A minimum of a Bachelor's Degree In Management, Fire Sciences, Law Enforcement, Public Safety or Public Administration.
- A minimum of two years' practical experience in an Emergency Management field.
- Illinois Emergency Management Agency Professional Development Series certification (or certification within twelve months of hire).
- Illinois Emergency Management Agency Illinois Professional Emergency Manager certification (or certification within twelve month of hire)
- National Incident Management System Certified (or certification within twelve month of hire)
- Valid and current Illinois Driver's License and good driving record is required.

V. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for hours in meetings, office and/or a vehicle;
- Occasionally lift and/or move up to 40 pounds;
- Frequently lift and/or move up to 10 pounds.
- Stand and walk on uneven ground and at development sites;
- Use hands to finger, handle, or feel;
- Reach, push and pull with one and/or both hands and arms;
- Bend over at the waist and reach with one and/or both hands and arms;
- Climb and balance at various sites;
- Stoop, kneel, crouch, and/or crawl;
- Talk and hear in person and via use of telephone;
- Operate County vehicles and safety equipment;
- Specific vision abilities include close and distance vision, depth perception; and
- Travel independently to various sites, public hearings and other meetings and other locations both within and outside Kendall County, Illinois.

VI. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- **Inside and outside environmental conditions, especially extreme weather.**
- **May be exposed to blood borne pathogens or other infections or contagious diseases.**
- **May be exposed to dust, fumes, odors, smoke, gases and chemicals.**
- **The noise level in the work environment varies from quiet to noisy.**
- **The employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.**
- **Employee may be exposed to stressful situations while working with elected officials, law enforcement, first responders, medical professionals, and the general public.**
- **Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.**

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee



WAUBONSEE
COMMUNITY COLLEGE

Corporate Training

**Kendall County Government
Scott Koepfel, County Administrator
630.553.4142
Training Proposal**

Today's Date: October 29, 2019

Training description: 2020 Strategic Plan Development

Training Solution: Dr. Jamal Scott, Vice President of Strategic Development for Waubonsee Community College and Corporate training staff to work with Kendall County Board members and staff to build the 2020 Kendall County Government strategic plan. Proposed process as follows:

STEP 1, Process confirmation: Dr. Scott/Waubonsee staff to meet with Kendall County Acting Administrator to outline process and schedule, guiding principles to present during Committee of the Whole. (January/2 hours)

STEP 2, Committee of the Whole: Waubonsee Community College-led discussion to establish vision, strategic priorities, and relay go-forward process to Board members and staff (February/2 hours)

STEP 3, Plan development: Kendall County to provide appropriate data, logos, and images (as needed); Waubonsee Community College/County Board staff meetings to gather input on vision, strategic priorities, and associated action items (March/2 hours)

STEP 4, Draft plan created: Waubonsee Community College to draft strategic plan text and design (April/3 hours)

STEP 5, Draft plan Initial presentation: Dr. Jamal Scott/Waubonsee staff to present strategic plan to Kendall County Acting Administrator, update as needed (April/3 hours)

STEP 6, Final Vote: Presentation of final strategic plan to County Board for vote/action (May, 2 hours or per Board meeting schedule)

Location of training: County Board/staff meetings at Kendall County Government offices, 111 W. Fox Street, Yorkville, IL, 60560

Additional offsite work at Waubensee Community College/Sugar Grove and downtown Aurora campuses

Dates and times: January-May 2020 or alternate timeframe pending facilitator and client availability.

Number of Participants: Approx. 36 (County Board members and County Board staff)

Training Length/Duration: 14-hour process as outlined below

Step 1: Discovery (January, 2 hours); WCC and County Administrator

Step 2: Committee of the Whole (February, 2 hours); WCC, County Board

Step 3: Staff input process (March, 2 hours)

Step 4: Draft completion (early April, 3 hours); WCC staff

Step 5: De-Brief (late April, 3 hours); WCC staff and County Administrator

Step 6: County Board Approval (May, 2 hours) and social media; County Board and WCC

Note: specific date/times TBD during Step 1 of process

Outcomes: Completed 2020 strategic plan containing vision statement, 4-6 Identified strategic priorities, and assigned action items for each priority. See following examples:

- https://www.waubensee.edu/sites/default/files/docs/2019-08/StrategicPlanBrochure-20_22_Web.pdf
- <https://northaurora.org/strategicplan.aspx>
- <https://www.dupageco.org/StrategicPlan/>

Kendall County will vote on strategic plan, implement, and review/update as needed in 2021 and beyond.

Total Investment: \$4,200; investment reflective of 14 hour process including meetings with County Board members, County Board staff, drafting and editing of plan, and presentation to County Board.

Please note: This proposal is valid until December 29, 2019.

For additional information or questions please contact:
Elizabeth Moe Garcia | Corporate Account Representative | Corporate Training |
Waubensee Community College | (630) 906-4180

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**WAUBONSEE COMMUNITY COLLEGE
CORPORATE TRAINING**

AND

KENDALL COUNTY GOVERNMENT

Contract Number:	2019-10-05	Date:	10.29.19
Training:	Strategic planning	Max # Participants:	30 per session
Dates:	January-May 2020 (or preferred timeline)		
Times:	Specific dates/times TBD		
Trainer(s):	Dr. Jamal Scott	Spanish? Y/N: N	Translator? Y/N: N
Location:	Kendall Co. government offices, 111 W. Fox, Yorkville (or alternate location as needed)		
Contract Terms:	Date: Dates TBD based on County/facilitator schedule; project to begin January 2020 Number of Sessions: 6 or more Time Investment: 14 hours Materials Included: Strategic plan		
Cost:	\$4,200 investment based on 14 hour, 6-step development process as outline in the proposal		
Company Contact:	Scott Koeppel	Depart. Rep:	Elizabeth Moe Garcia
Phone #:	630.553.4142	Email:	skoeppe@co.kendall.il.us

Waubonsee Community College agrees to facilitate planning/development of strategic plan. Waubonsee Community College will monitor meetings as needed, and participants will evaluate the content and instruction near the program's conclusion. At the discretion of the Corporate Training team, training may be cancelled or delayed because of inclement weather conditions or special circumstances. Cancellation for daytime training will be communicated up to 24 hours prior to the training occurring but no less than by 5am the day of the training. Cancellation for evening training will be communicated up to 24 hours prior to the training occurring but no less than by 3:30 pm the day of the training. Excluding weather cancellations, any other cancellation must be submitted in writing 30 days prior to training start date.

The College shall have the exclusive and complete control of, title to, and right of copyright to all manuscripts, lectures, videotapes, recordings or other instructional tools in any way connected with the course(s) offered by the College. Neither the organization nor its employees may video or audiotape the course without prior written approval from the Corporate Sales Manager. Organization gives permission for Waubonsee Community College to promote the Corporate Training relationship within all aspects of media. This proposal will become a valid agreement when signed by representatives of each organization. Either organization may terminate this agreement 60 days prior to next scheduled training with written notification.

Kendall County Representative

Date

Heidi Vicino, Corporate Sales Manager
Corporate Training

Date





MAUBONSEE
COMMUNITY COLLEGE

STRATEGIC PLAN

FY2020-FY2022

To be the top choice for learning in our community.



MISSION

WAUBONSEE COMMUNITY COLLEGE FY2020-FY2022 STRATEGIC PLAN

The Waubonsee Community College FY2020-FY2022 Strategic Plan (Plan) is focused on moving the college forward so that we will be known as the top choice for learning in our community. Learning is a lifelong process which begins in our youth and continues well into adulthood. We welcome all students from all walks of life and celebrate the differences that make us unique and contribute to our rapidly changing society.

Our value of innovation highlights our Transformational Statement, which focuses on shaping futures and the ongoing acquisition of knowledge. The term “amplified learning” is something that we discovered in our 2017-2019 Transformational Plan and it means taking our teaching and learning to another level, in the classroom, in our program design, and in our technology and physical resources.

As we began to conceptualize a new Plan, we asked ourselves what assumptions we would make heading into the process. Continuing the work from our 2017-2019 Transformational Plan, we identified six key drivers critical to the success of our college. These assumptions helped us to identify the critical opportunities facing higher education and Waubonsee Community College now and in the future.

We have three pillars of this new Plan: Student Equity and Success, Community Connections, and Employee and Organizational Excellence. We conducted a Community Needs Assessment in 2018 and received feedback from more than 1,500 people in our community. We conducted focus groups with our students and held listening sessions with our employees. We talked to employers, to our Board of Trustees, and other key stakeholders. Our three pillars represent the future of Waubonsee Community College.

Each of our three pillars includes three goals that we will accomplish over the next three years. And to help us measure our progress, we connected the goals of our strategic plan to the metrics in our College Scorecard, which you can find online at waubonsee.edu/scorecard.

As we begin our 53rd year, we continue to strive for transformation in our programs and services. Transformation plays an essential role in our unending quest to be the areas top choice for learning and the pride that comes from knowing we are more than college — Waubonsee is *community college*.

VISION

VALUES



MISSION

Waubesaee Community College is a public, comprehensive community college that was organized in 1966 as mandated by the Illinois Community College Act to provide education and learning services for individuals in portions of Kane, Kendall, DeKalb, LaSalle, and Will counties of District 16.

The philosophy of Waubesaee Community College is based on the premise that education is the cornerstone of a literate, democratic society; that learning is a lifelong process; and that the pursuit of knowledge must be supported by institutional policies that demonstrate the values of quality, value, innovation, service, and accessibility.

VISION

Waubesaee Community College opens the door of knowledge, sparks imaginations, and enlightens lives through learning. We welcome the diverse abilities, goals, and experiences of individuals standing on the threshold of discovery. Our success is defined by the dreams we help shape, the opportunities we help design, and the futures we help create.

VALUES

QUALITY: We constantly redefine what it means to be "the best," seeking to improve in every area and exceed the expectations of those we serve.

VALUE: We focus every resource directly on the search for learning, creating tangible benefits in everything we do.

INNOVATION: We are actively engaged on the frontiers of education, continuously improving the learning environment of our students and communities.

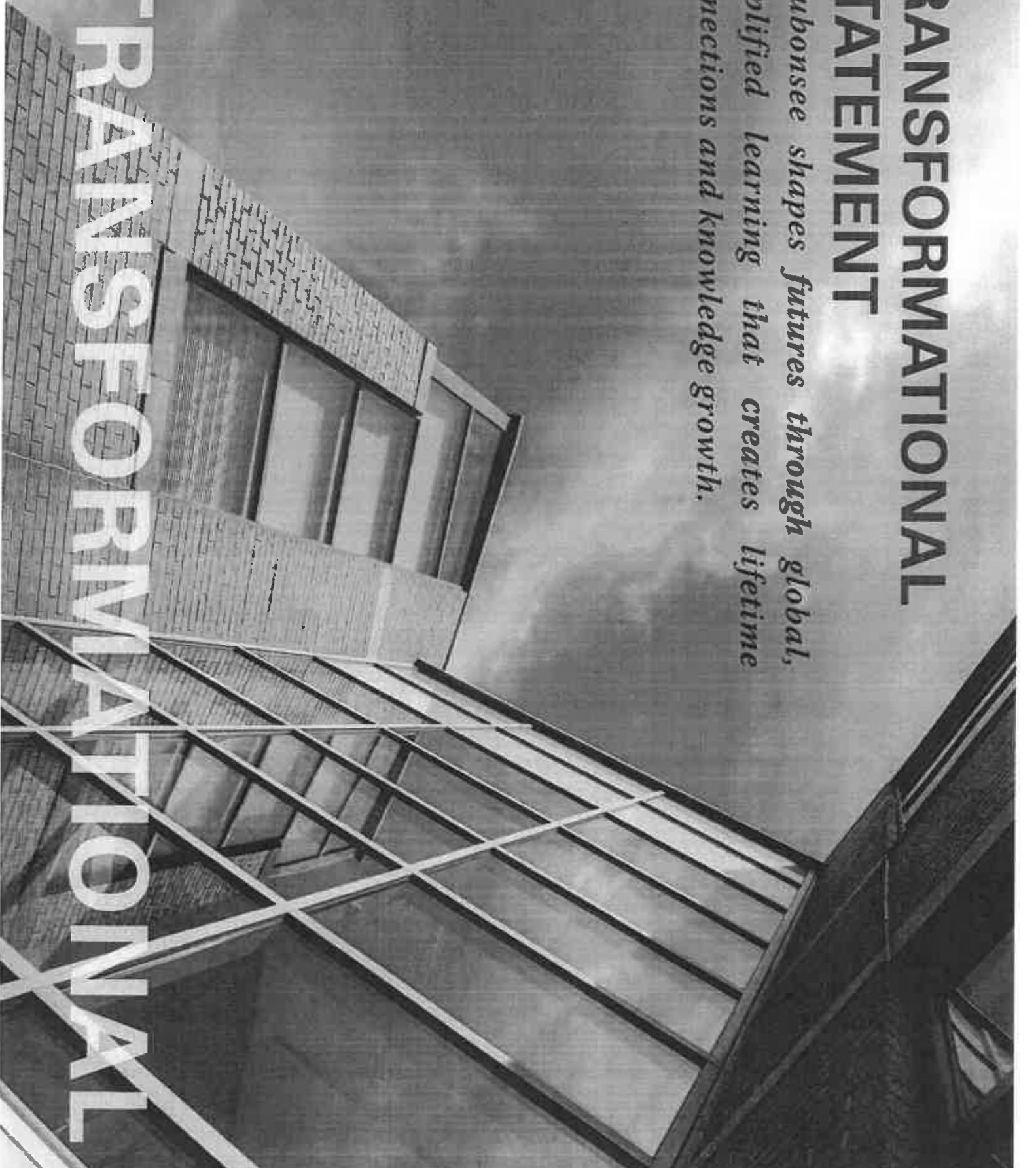
SERVICE: We view the world from the perspective of those we serve, anticipating needs and striving to exceed expectations while demonstrating a caring, knowledgeable, consistent connection with each individual every time they meet us.

ACCESSIBILITY: We remove barriers to learning formed by time, geography, education, culture, experience or beliefs to provide a full range of quality educational opportunities for all who can benefit.

TRANSFORMATIONAL STATEMENT

*Waubensee shapes futures through global,
amplified learning that creates lifetime
connections and knowledge growth.*

TRANSFORMATIONAL



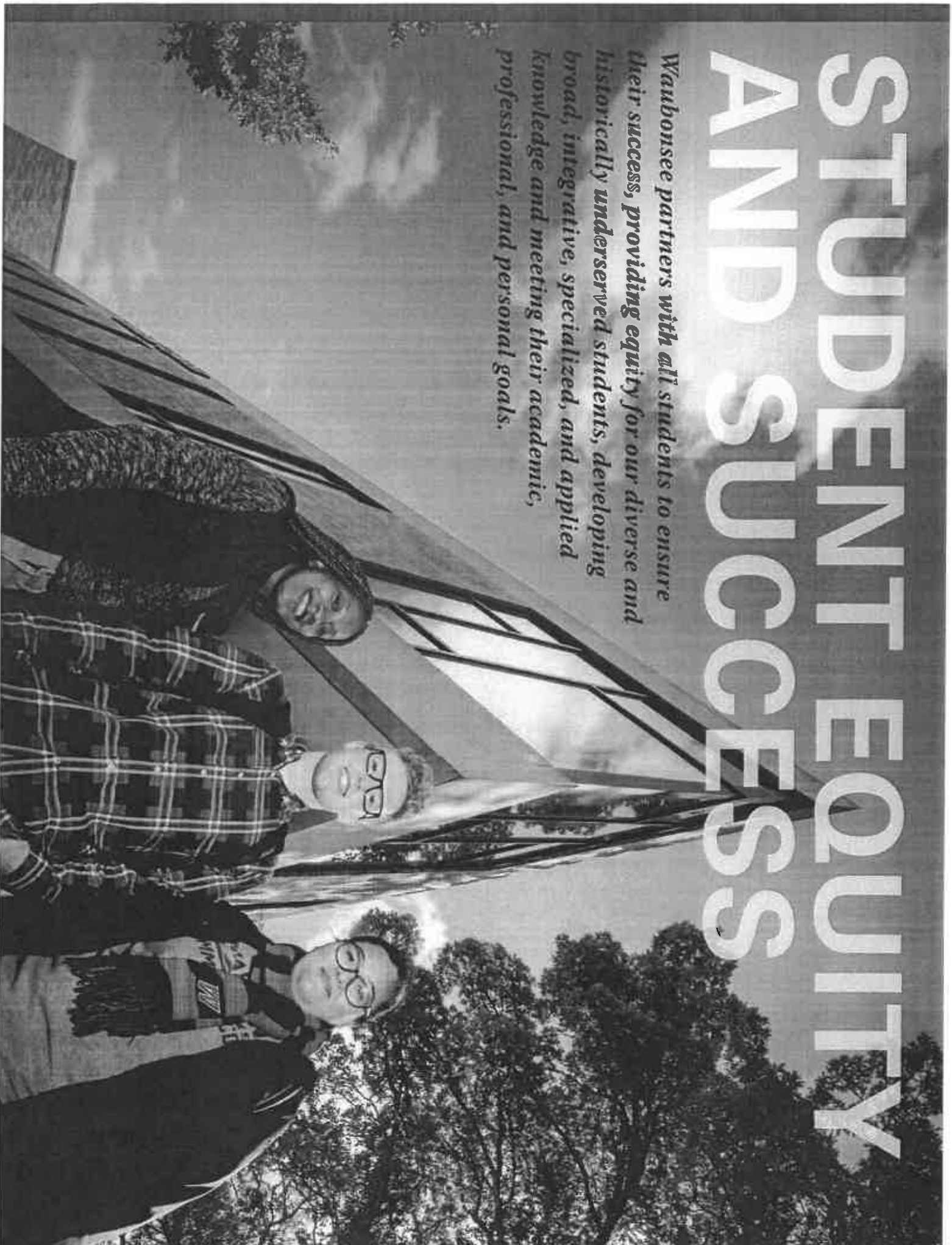
FY2020-FY2022 Strategic Plan Key Drivers and Assumptions

- 1. New Student Recruitment and Admission, Refinement of Student Intake Process, and Student Retention (including new Counseling and Advising Model)**
 - a. Overall population projections predict continued declines in enrollments of traditional-age students.
 - b. The Wabonsee district will continue to experience limited population growth.
 - c. The demographics of our district will continue to change and become more diverse.
 - d. Competition for Illinois students will intensify.
 - e. Education levels in our district are varied and there will continue to be many people in parts of the district who do not have college degrees.
 - f. Nearly 75% of our students are part-time and are working; college programs and services need to match the needs of working adults and part-time students.
 - g. Equity in student success and student outcomes is a priority.
- 2. Integrated Approach to Delivery of Workforce Education and Training, Corporate Sales Team Model**
 - a. Students, businesses and other organizations seek nimble processes and systems that are responsive to their needs.
- 3. New Program Development**
 - a. Sustained state and federal funding sources will continue to be challenging, while demand for new programs and services, along with the staff to support them, continues to increase.
 - b. Stronger relationships with employers must be at the center of our curricular design and enhancements for new and existing programs.
 - c. Students will continue to seek stackable credentials.
 - d. Students planning to transfer to four-year institutions will remain a significant part of the student body; strong partnerships with transfer institutions will influence program development and should support student transfer.
- 4. Launch of Faculty Development and Engagement Department and Employee Development Department**
 - a. Employee diversity and employee professional development and growth are key to quality teaching and learning and overall organizational success.
 - b. Open and honest communication is essential to sustaining an engaged and productive workforce.
- 5. Enhancement and Documentation of School District Partnerships**
 - a. Strengthening connections with our educational partners will remove barriers to enrollment and help more students reach their stated goals.
- 6. Design Thinking as a Tool for Transformation**
 - a. A more student-centric approach in our policy and process design is essential to the success of meeting the goals of our Strategic Plan.
 - b. Creating environments of support for multicultural, historically underserved, first-generation, and non-traditional students is critical to student success.
 - c. Quality online/hybrid learning and mobile strategies are key to expanding access to an increasingly diverse population.



STUDENT EQUITY AND SUCCESS

Warbonnee partners with all students to ensure their success, providing equity for our diverse and historically underserved students, developing broad, integrative, specialized, and applied knowledge and meeting their academic, professional, and personal goals.





GOAL 1: With student feedback, we will modify our processes while proactively advising students to timely completion of their goals.

Priority: Implement a redesigned advising and counseling model focused more specifically on identifying individual student needs and a case management system.

GOAL 2: We will promote student equity and provide quality learning experiences and personal growth for all students.

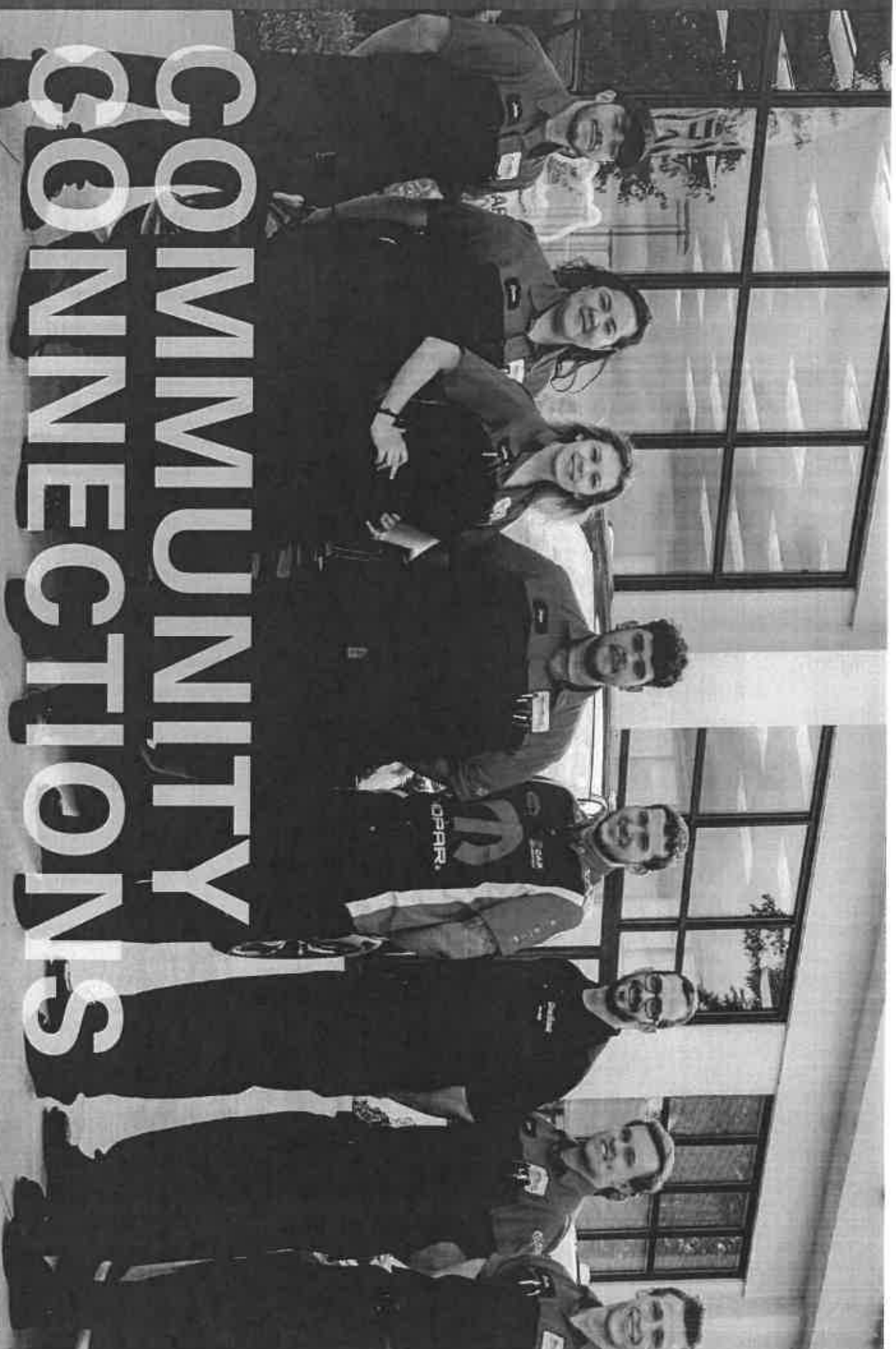
Priority: Create new programs, and make improvements to curriculum and instruction, to ensure that all students succeed in reaching their goals.

GOAL 3: We will continue developing a community of respect and inclusion, providing a safe, healthy, and adaptive environment for all students to take charge of their futures.

Priority: Develop an institutional equity plan, led by our new Council for Access and Inclusion, to close achievement gaps and more effectively meet the needs of all students.

HOW WE WILL MEASURE SUCCESS:

- Graduation Rate
- Unduplicated Credit Headcount, Fall
- Credit Hours, Fiscal Year
- Degrees/Certificates Awarded
- Developmental Education to College Transition Rate
- Fall-to-Fall Persistence Rate
- Average Annual Net Cost for In-District Students



COMMUNITY CONNECTIONS

Waubonsee partners with our community members and alumni to promote cultural and economic development, civic partnerships, and lifetime educational opportunities.



GOAL 1: We will create and sustain relationships with employers by being responsive to the skill needs of an ever-changing labor market.

Priority: Renovate and rebrand our Plano Campus as an Innovation and Design Center in response to the identified community need for more trained technical workers in areas like welding and cybersecurity.

GOAL 2: We will strengthen a college-going culture within our educational partnerships to ensure seamless transitions and personalized options for all learners.

Priority: Establish more formalized K-16 relationships to increase opportunities for students with a focus on specific programs and major tracks.

GOAL 3: We will design and deliver community-responsive programming to support a lifetime of learning.

Priority: Create new, flexible programs and services, for students of all ages, to increase awareness of career options and to promote the personal and professional pursuit of knowledge.

HOW WE WILL MEASURE SUCCESS:

- Three-Year Cohort Default Rate
- Illinois Community College Board Credit Market Share
- Headcount Per 1,000 Population
- Public High School Market Share
- Transfer-Out Rate



EMPLOYEE AND ORGANIZATIONAL EXCELLENCE

Warbousee values and respects all employees, promoting organizational excellence by upholding the highest standards set by our accrediting bodies, careful stewardship of our resources, and meaningful work defined by the successful fulfillment of our mission.



GOAL 1: We will implement a talent management program to recruit, hire, retain, and develop highly-qualified and diverse employees, and we will continue advancing excellent professional development for all.

Priority: Implement the key tenets of the Employee Engagement Plan to address the changing needs of our employees and a more competitive economic and labor market.

GOAL 2: We will practice meaningful communication strategies to promote transparency and effectiveness.

Priority: Finalize the redevelopment of the student and employee portals (mywcc) to further organizational communication and support.

GOAL 3: We will continually assess our processes, improving and innovating, to ensure stewardship of time and resources.

Priority: Identify solutions for increased efficiency in the form of technology, personnel, and data analysis to better increase and measure our effectiveness in ensuring student success.

HOW WE WILL MEASURE SUCCESS:

- Bond Rating
- Unrestricted Net Assets as % of Total Assets
- Employee Turnover
- Student Satisfaction with Programs and Services

**INTERGOVERNMENTAL AGREEMENT FOR
TECHNOLOGY SUPPORT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR TECHNOLOGY SUPPORT SERVICES (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Emergency Telephone Systems Board (*“KenCom”*).

WITNESSETH:

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, Kendall County and KenCom (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 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, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties entered into an intergovernmental agreement dated November 29, 2012, which was amended on

November 15, 2016, wherein Kendall County and the Treasurer agreed to provide various administrative and technology support services to KenCom including, but not limited to, payroll, accounting and treasurer services, insurance administration, technology support and recordkeeping (hereinafter said agreement, as amended, shall be referred to as "*the First IGA*"); and

WHEREAS, Paragraph 5 of the First IGA stated, "This Agreement shall continue for a period of four (4) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at any time by providing one-hundred-twenty (120) calendar days advance written notice to all other parties"; and

WHEREAS, all parties to the First IGA have agreed (1) to waive said one hundred-twenty (120) calendar day advance written notice requirement set forth in Paragraph 5 of the First IGA; (2) to terminate the First IGA effective immediately; and (3) to enter into this new intergovernmental agreement that defines the scope of technology support services to be provided by and to the parties and to enter into a separate intergovernmental agreement that defines the scope of administrative and treasury support services to be provided by Kendall County and the Kendall County Treasurer to KenCom; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain technology support services for KenCom; and

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County agrees to provide the following technology support services to KenCom pursuant to the terms of this Agreement, including:

a. To provide operation and maintenance of copy, fax and scanning equipment.

b. To provide operation and troubleshooting assistance for KenCom's networked printers and computers;

c. To supply toner (ink) and paper to KenCom network printers that are acquired through Kendall County;

d. To provide operation and maintenance of all KenCom PCs, Servers, Software, Network, Phones, and all other technology systems, provided, however, KenCom shall be responsible for the purchasing of all such equipment (with the exception of paper and toner).

e. To permit Kendall County Technology Services Department staff to attend training for technology systems owned by KenCom, provided KenCom and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.

f. To provide the technology support services outlined in Paragraphs 2a-f above for KenCom's special service projects, when requested by KenCom.. KenCom agrees to provide Kendall County with at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.

g. Kendall County will adhere to all LEADS policies and procedures and ensure that all employees performing services for KenCom will maintain a current leads certification.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to the following:

a. To pay to Kendall County a base monthly amount of \$7,500.00 within thirty (30) days after execution of this Agreement for technology support services performed by Kendall County. Each year thereafter, KenCom shall pay to Kendall County the base monthly amount of \$7,500.00 plus an annual increase of three percent (3%) to be calculated and added to the amount as reimbursement for Kendall County's costs and services. The annual increase shall occur on December 1st or each year starting December 1st 2019. This three percent (3%) annual increase shall be cumulative.

b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about KenCom's technology systems, provided the training and associated travel expenses are pre-approved by KenCom and Kendall County. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County.

c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on KenCom's behalf (except toner and printer paper) while performing the technology support services set forth above in this intergovernmental agreement. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County. Kendall County agrees to notify KenCom prior to incurring any billable expense, except in the event of an

emergency in which case Kendall County agrees to notify KenCom about the billable expense as soon as practicable.

d. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.

4. To maintain the security and confidentiality of Kendall County's, KenCom's and other KenCom members' records defined as "confidential information", the parties agree to the following:

a. For the purposes of this agreement, "confidential information" includes all records maintained and stored for KenCom's Emergency Call Handling Telephone Equipment, all records maintained and stored on KenCom's servers to include, but not limited to, CAD (Computer Aided Dispatch) System, RMS (Records Management Systems), Mobile, GIS, Security and Reporting Servers, all records maintained and stored on administrative computers, all records maintained and stored on KenCom's Print File Server (Administrative Server), all records maintained and stored on KenCom's logging recorder and server, all KenCom email correspondence, all LEADS records, and calls for service that are heard or observed from the dispatch center.

b. To the extent permitted by law, if Kendall County is granted access to KenCom's records (and the data contained in these records) in order to perform the technology services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of

KenCom.

c. To the extent permitted by law, if Kendall County is granted access to any law enforcement agency's records (and the data contained in these records) on KenCom's server(s) in order to perform the technology services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity (including, but not limited to, any other KenCom member) without the prior written approval of the applicable law enforcement agency.

d. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request should forward the request to the applicable party who shall respond to the request for their records. To the extent permitted by law, Kendall County shall not release any of KenCom's records to a third party without the prior written approval of KenCom or as required pursuant to court order.

e. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of KenCom's records.

5. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement after the initial term by providing at least three hundred thirty-five (335) calendar days advance written notice to all other parties of the then current term.

6. Kendall County acknowledges and agrees that disclosure of any confidential information in violation of Paragraph 4 of this Agreement will result in irreparable harm to

KenCom. Accordingly, in the event of a breach of Paragraph 4 of this Agreement by Kendall County, in addition to any other remedy that KenCom may have at law, KenCom shall be entitled to injunctive relief to specifically enforce Paragraph 4 of this Agreement, provided KenCom has provided Kendall County with at least seven (7) calendar days advance written notice so that Kendall County has an opportunity to cure said breach.

7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

8. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to KenCom: Chair of the Kendall County Emergency Telephone
Systems Board
1100 Cornell Lane
Yorkville, Illinois 60560

Chair of Finance Committee Kendall County ETSB
1100 Cornell Lane
Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/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 this 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.

10. This Agreement represents the entire agreement between the parties as it relates to technology support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the technology support services to be provided by Kendall County to KenCom. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to technology support services and may not be further modified except in writing.

11. Kendall County and KenCom 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;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

County of Kendall, Illinois

Kendall County Emergency Telephone Systems Board

By: _____
Chair, Kendall County Board

By: _____
Chair, KenCom Executive Board

Attest:

Attest:

County Clerk

Secretary

DRAFT 10/29/2019

~~INTERGOVERNMENTAL AGREEMENT FOR
TECHNOLOGY SUPPORT SERVICES GEOGRAPHIC INFORMATION SYSTEMS
(GIS) SERVICES~~

~~THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC
INFORMATION SYSTEMS (GIS) SERVICES TECHNOLOGY SUPPORT SERVICES~~
("the Agreement") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Kendall County Emergency Telephone Systems Board ("KenCom").

WITNESSETH:

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, Kendall County and KenCom (the "*parties*") are units of local government within the meaning of Article VII, Section 1 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, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

~~WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties entered into an intergovernmental agreement dated November 29, 2012, which was amended on November 15, 2016, wherein Kendall County and the Treasurer agreed to provide various administrative and technology support services to KenCom including, but not limited to, payroll, accounting and treasurer services, insurance administration, technology support and recordkeeping (hereinafter said agreement, as amended, shall be referred to as "the First IGA"); and~~

~~WHEREAS, Paragraph 5 of the First IGA stated, "This Agreement shall continue for a period of four (4) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at any time by providing one hundred twenty (120) calendar days advance written notice to all other parties"; and~~

~~WHEREAS, all parties to the First IGA have agreed (1) to waive said one hundred twenty (120) calendar day advance written notice requirement set forth in Paragraph 5 of the First IGA; (2) to terminate the First IGA effective immediately; and (3) to enter into this new intergovernmental agreement that defines the scope of technology support services to be provided by and to the parties and to enter into a separate intergovernmental agreement that defines the scope of administrative and treasury support services to be provided by Kendall County and the Kendall County Treasurer to KenCom; and~~

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain technology-GIS support services for KenCom; and

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County agrees to provide the following ~~technology support~~ GIS services to KenCom pursuant to the terms of this Agreement, including:

~~a. To provide operation and maintenance of copy, fax and scanning equipment. To provide GIS data maintenance to KenCom's data.~~

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~~b. To update KenCom's GIS data throughout KenCom's Service Area.~~

~~b. To provide operation and troubleshooting assistance for KenCom's networked printers and computers.~~

~~c. To supply toner (ink) and paper to KenCom network printers that are acquired through Kendall County.~~

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~~cd. To provide operation and maintenance of all KenCom PCs, Servers, Software, Network, Phones, and all other technology systems, provided, however, KenCom shall be responsible for the purchasing of all such equipment (with the exception of paper and toner); plan and implement updates/upgrades to KenCom's GIS servers and systems.~~

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~~de. To permit Kendall County Technology Services Department GIS staff to attend training for technology-GIS systems owned by KenCom, provided KenCom and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.~~

~~ef. To provide the technology support GIS services outlined in Paragraphs 2a-2f above for KenCom's special service projects, when requested by KenCom.~~

KenCom agrees to provide Kendall County with at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.

~~f. To track time spent performing services outlined above in Paragraph's 2-
e and to generate a quarterly invoice for all KenCom approved GIS services.~~

~~g. Kendall County will adhere to all LEADS policies and procedures and ensure that all employees performing services for KenCom will maintain a current leads certification.~~

3. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to the following:

~~a. To make quarterly payments to pay to Kendall County a base monthly amount of \$7,500.00 within thirty (30) days after execution of this Agreement for technology support services performed by Kendall County. Each year thereafter, KenCom shall pay to Kendall County the base monthly amount of \$7,500.00 plus an annual increase of three percent (3%) based on invoices generated by Kendall County Staff and to be calculated and added to the amount as reimbursement for Kendall County's costs and services. The annual increase shall occur on December 1st of each year starting December 1st, 2019. This three percent (3%) annual increase shall be cumulative. All services rendered must be pre-approved by KenCom. Services shall be billed at a rate of \$60 per hour. KenCom agrees to pay Kendall County for the amount invoiced within thirty (30) calendar days of receipt of an invoice from Kendall County.~~

b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about KenCom's technology GIS systems, provided the training and associated travel expenses are pre-approved by KenCom and

Kendall County. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County.

c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on KenCom's behalf (~~except toner and printer paper~~) while performing the ~~technology support~~GIS services set forth above in this intergovernmental agreement. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County. Kendall County agrees to notify KenCom prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify KenCom about the billable expense as soon as practicable.

d. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this this Agreement, the parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.

4. To maintain the security and confidentiality of Kendall County's, KenCom's and other KenCom members' records defined as "confidential information", the parties agree to the following:

a. For the purposes of this agreement, "confidential information" includes all records maintained and stored for KenCom's Emergency Call Handling Telephone Equipment, all records maintained and stored on KenCom's servers to include, but not limited to, CAD (Computer Aided Dispatch) System, RMS (Records Management Systems), Mobile, GIS, Security and Reporting Servers, all records maintained and stored on administrative computers, all records maintained and stored on KenCom's Print File

Server (Administrative Server), all records maintained and stored on KenCom's logging recorder and server, all KenCom email correspondence, all LEADS records, and calls for service that are heard or observed from the dispatch center.

b. To the extent permitted by law, if Kendall County is granted access to KenCom's records (and the data contained in these records) in order to perform the technology services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of KenCom.

c. To the extent permitted by law, if Kendall County is granted access to any law enforcement agency's records (and the data contained in these records) on KenCom's server(s) in order to perform the technology services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity (including, but not limited to, any other KenCom member) without the prior written approval of the applicable law enforcement agency.

d. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request should forward the request to the applicable party who shall respond to the request for their records. To the extent permitted by law, Kendall County shall not release any of KenCom's records to a third party without the prior written approval of KenCom or as required pursuant to court order.

e. The parties agree to implement all measures deemed reasonably necessary

by agreement of the parties to safeguard the confidentiality of KenCom's records.

5. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement after the initial term by providing at least three hundred thirty-five (335) calendar days advance written notice to all other parties of the then current term.

6. Kendall County acknowledges and agrees that disclosure of any confidential information in violation of Paragraph 4 of this Agreement will result in irreparable harm to KenCom. Accordingly, in the event of a breach of Paragraph 4 of this Agreement by Kendall County, in addition to any other remedy that KenCom may have at law, KenCom shall be entitled to injunctive relief to specifically enforce Paragraph 4 of this Agreement, provided KenCom has provided Kendall County with at least seven (7) calendar days advance written notice so that Kendall County has an opportunity to cure said breach.

7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

8. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United

States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to KenCom: Chair of the Kendall County Emergency Telephone
Systems Board
1100 Cornell Lane
Yorkville, Illinois 60560

Chair of Finance Committee Kendall County ETSB
1100 Cornell Lane
Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/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 this 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.

10. This Agreement represents the entire agreement between the parties as it relates to technology support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the technology support

services to be provided by Kendall County to KenCom. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to technology support services and may not be further modified except in writing.

11. Kendall County and KenCom 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;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

County of Kendall, Illinois

Kendall County Emergency Telephone Systems Board

By: _____
Chair, Kendall County Board

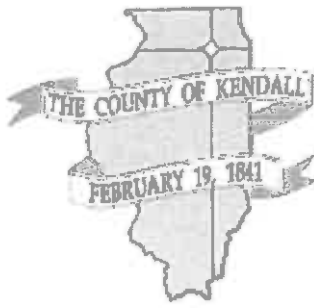
By: _____
Chair, KenCom Executive Board

Attest:

Attest:

County Clerk

Secretary



Kendall County GIS

111 West Fox Street - Room 310
Yorkville, Illinois 60560-1498
680.553.4030

Kendall County Illinois Geographic Townships

Public Domain GIS Dataset
Compiled 2015-01-06

Terms of Use

This Kendall County Illinois data is provided subject to the following terms and conditions. Please read these terms carefully as use of this data constitutes acceptance of all of the following terms and conditions:

Appropriate Use

This information is intended for general reference purposes only. It is not intended to be used as a base for engineering design, regulatory determinations, or to serve as a basis for making financial decisions or commitments. See the included documentation for each data item for further technical details about its accuracy, currency and appropriate use.

Disclaimer of Liability

Neither Kendall County Illinois, nor any of its employees or elected officials shall be responsible or held liable for any improper or incorrect use of the information contained in this data. In no event shall Kendall County Illinois or elected officials or its employees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this data, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

Disclaimer of Warranties and Accuracy of Data

Although this data has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights, are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than the County, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. If you find any errors or omissions, we encourage you to report them to Web_Email_GIS@co.kendall.il.us via e-mail.

Disclaimer of Duty to Continue Provision of Data

The user expressly agrees that use of the data is at the user's sole risk. The County does not warrant that the provision of this data will be uninterrupted or error free. The data, documents and related graphics published could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The County and/or its programs may make improvements and/or changes in the information and/or programs described herein at any time.

Choice of Law

Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of Illinois. The laws of the State of Illinois, U.S.A., shall apply to all uses of this data and this system. By use of this system and any data contained therein, the user agrees that use shall conform to all applicable laws and regulations and user shall not violate the rights of any third parties.

Copyright

Downloading Kendall County Illinois generated maps, geospatial data, electronic media or online access **does not entitle** user to repackage, resell or distribute this information without the written permission of the Kendall County Board.

Coordinate System

Unless otherwise specified the coordinate system and datum used for all the datasets should be as follows:

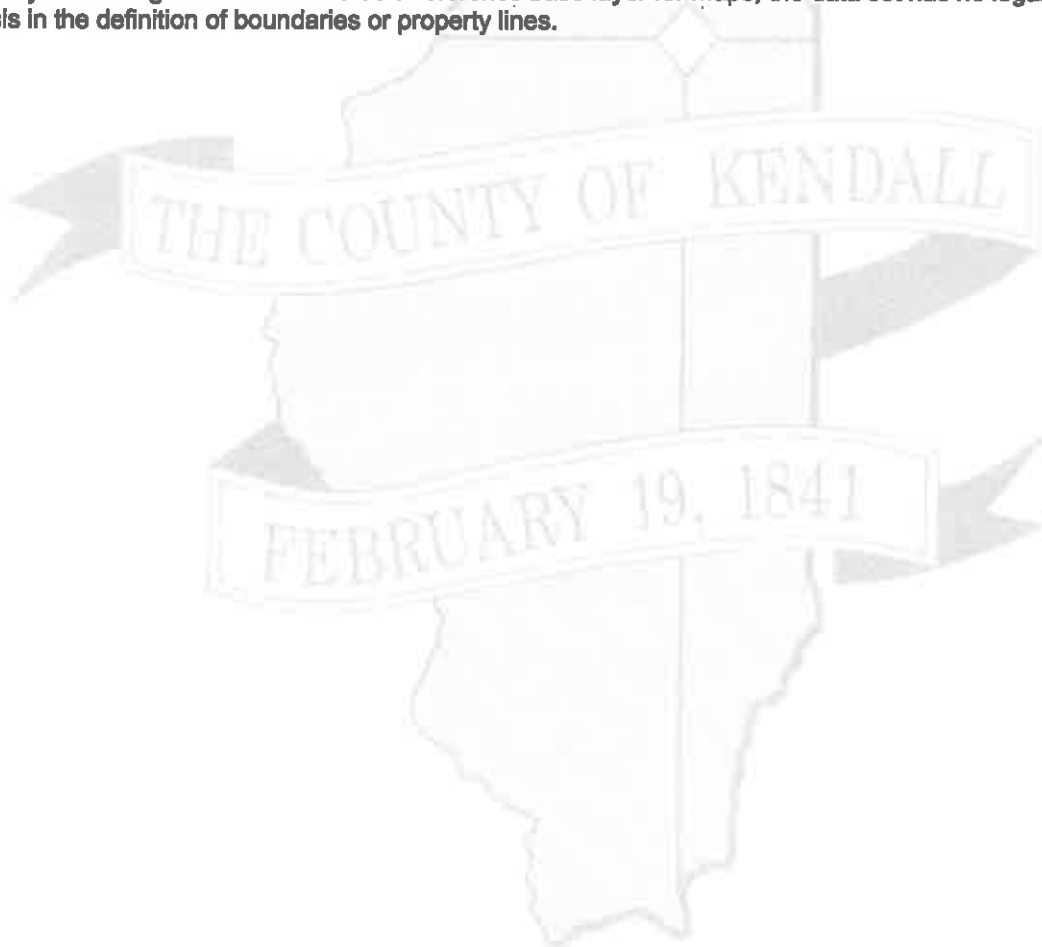
State Plane
Illinois East Zone
North American Datum 1983
Horizontal Units in Feet

Update Frequency

Yearly

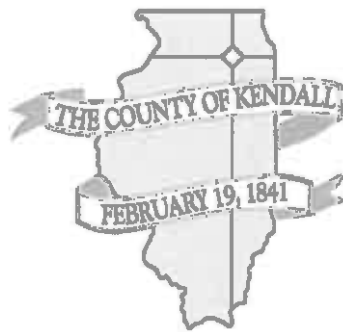
Description

The data is not appropriate as a geodetic, legal or engineering base. The data set is our working version of the Kendall County Illinois Geographic Townships. It serves as an important base cartographic element for many types of maps. The data set was not and is not intended as a substitute for surveyed locations, such as can be determined by a registered Public Land Surveyor. Although useful in a GIS as a reference base layer for maps, the data set has no legal basis in the definition of boundaries or property lines.



Suggested Terms of Use Language:

These layers do not represent a survey. No accuracy is assumed for the data delineated herein, either expressed or implied by Kendall County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



AERIAL SUBSCRIPTION ITB

Kendall County GIS Department

SUMMARY

Kendall County GIS Department is seeking a qualified consultant to capture vertical aerial imagery at three-inch (3") ground sample distance, three times a year, with the spring capture covering the full county.

Meagan Briganti
GIS Coordinator

Invitation for Bid Aerial Subscription

On behalf of Kendall County, I invite you to furnish a bid in accordance with the Scope of Work and Instruction to Bidders stated herein. Carefully read the instructions and follow procedures as outlined in order to be considered for award of contract for this project.

All questions should be directed to:
Kendall County GIS Department
Attention: GIS Coordinator
MBriganti@co.kendall.il.us
111 W Fox St, Rm 308
Yorkville, Illinois 60560

Any questions received shall be answered at the discretion of the County. All questions must include a valid email address for response. Replies will be issued to all Bidders of record via email and will become part of the ITB Documents. Questions will not be responded to by oral clarification. Any perceived oral clarifications or interpretations shall be without legal effect.

All questions must be submitted prior to the submittal deadline.

Prevailing Wage Notice

If this contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SCOPE OF WORK

Requirements: All bids must comply with the Scope of Work and the Instructions to Bidders, including all attached and incorporated documents.

Scope of Work: Bidder shall detail the project schedule, procedures, specifications, justification, and costs in order to accomplish the desired products.

1. **Product Description:** The total area for Kendall County, Illinois, is approximately 324 square miles. Captured aerial imagery of Kendall County, Illinois, shall be three-inch (3") ground sample distance (GSD) digitally orthorectified imagery, and include the following products:
 - a. Vertical aerial imagery of the urbanized county three times a year with a full county aerial taken in the spring on even years
 - b. Oblique aerial imagery of the urbanized county once per year
 - c. On premise copy of the full county spring aerial, with no watermark, to be kept by Kendall County in perpetuity
 - i. Be taken in Spring, specifically during leaf-off conditions, when the sky is sufficiently clear, and when the ground is not obscured by snow, haze, smoke dust, cloud shadows, or other ground cover
 - ii. Be projected in Illinois State Plane East coordinate system
 - iii. Be delivered in georeferenced tagged image file format (GeoTIFF) and in MrSID format
 - iv. Cover the entirety of Kendall County plus a 300' buffer
 - v. Minimize radial displacement of vertical features
 - vi. Have an appropriate solar altitude that meets industry standards and minimizes shadows
 - vii. Meet or exceed a verified horizontal accuracy at the 95% confidence level

Delivery: Delivery of the final aerial imagery, and related products, shall take no more than 2 months. The Bidder shall deliver the product(s) electronically and ensure all digital information is installed and operating as a fully integrated entity in the enterprise GIS.

- Failure to comply with this deadline will result in reduction of payment as delineated in the following Penalty Clause

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

Experience: Bidder must provide at least one reference of past work, similar in scope and size, including the reference's contact information for verification purposes.

Pricing: The bid must include a complete breakdown of all costs and cost options, including a two and four year pricing, to be paid annually.

INSTRUCTION TO BIDDERS

General Description: Bids are being accepted for the purchase of:
Aerial Subscription (see Scope of Work for details)

Requirements: The following will apply to all bids received:

1. All bids must be comprehensive and complete for the services requested. The accepted bid shall be contracted by Kendall County for the total of the submitted bid. Kendall County will not be responsible for any additional charges above the accepted bid unless additional services are negotiated and accepted by Kendall County by addendum to the original contract. The terms that will be included in the contract for the services are attached to this ITB as the "Agreement." By submitting a bid, bidders are agreeing to those terms found in the Agreement.
2. Kendall County will not be responsible for any expenses incurred by the bidder in preparing and submitting bids. All bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The bidder must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature.
4. The individual signing the document for the bidding organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a bidder to promptly supply information requested in this ITB or other information subsequently requested may result in the bidder being eliminated from consideration.
8. The contents of the bid submitted by the successful bidder and this ITB (including the Scope of Service, Instructions to Bidders, and any and all attached, referenced, or incorporated documents) will become a part of the contract awarded as a result of these specifications.
9. Kendall County reserves the right to request clarifications or corrections to bids.
10. All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the bidder agrees to an extension.

11. The bidder acknowledges that all bid materials become the property of Kendall County and, as such, may be available to the public. By submitting a bid, bidder acknowledges that Kendall County's decision is final, binding, and conclusive upon the bidder for all purposes.

12. The bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or Kendall County. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify Kendall County in writing, and Kendall County will issue written corrections or clarifications. The bidder is responsible for the contents of its bid and for satisfying the requirements set forth in the ITB. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the bidder in the process of putting the bid together.

County's Rights: Kendall County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in the ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

Questions and Interpretations: Submit questions about the documents to the GIS Coordinator via email MBriganti@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of intent of the documents.

Submittal: The title of the ITB must be written on the envelope or subject line of the email. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement have been completed.

Completed bids can be sent via email to MBriganti@co.kendall.il.us or mailed to Kendall County GIS Department, 111 W Fox St, Room 308, Yorkville, Illinois 60560. Bids must be received before December 2, 2019 at 8:00 am, in order to be considered.

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the Kendall County's benefit only and is intended to provide Kendall County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at Kendall County's discretion.

Opening: The bids shall be opened and publicly read on December 2, 2019 at 8:00 am in the County Office Building at 111 W Fox Street by the GIS Coordinator. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Kendall County Board. Attendance is NOT required.

Award: It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB.

Rejection of Bids: The Kendall County Board, Kendall County Administrative/HR Committee, and Kendall County Technology Services Director reserve the right to reject any or all bids and to waive any or all irregularities. Kendall County may seek clarification from a bidder at any time and failure to respond promptly is cause for rejection.

Disqualification: Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. The bidder's failure to agree to the terms and conditions of the attached Agreement or otherwise meet the mandatory requirements will result in the disqualification of the bidder's bid from further consideration as an unresponsive bid.

Execution of Contract: Notwithstanding any delay in the preparation and execution of the contract, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order.

Meeting Dates	Notes
11/20 – Admin HR <ul style="list-style-type: none"> • Bring ITB for approval 	
11/21 <ul style="list-style-type: none"> • Post both ITBs 	Posted for 12 days
12/2 – Admin HR <ul style="list-style-type: none"> • Bring results of bids • Send contract to SA for review 	SA has 2 weeks to review
12/17 – County Board <ul style="list-style-type: none"> • Approve contract 	
12/31 <ul style="list-style-type: none"> • NearMap's deadline for the contract 	
1/7 – County Board <ul style="list-style-type: none"> • Approve contract 	If SA is unable to meet 12/17 deadline, next CB meeting is after NearMap's deadline. We will need to have a conversation with the Vice President of Flight Operations to see if he will accept the contract after the original deadline.

DRUG AND ALCOHOL USE/ABUSE POLICY

A. Scope

This policy applies to all employees, interns and volunteers of the County (shall herein be referred to collectively as "employees" for purposes of this policy only) while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the public confidence in, or harms the reputation of the County. This policy shall also apply to all candidates for employment with the County who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for drugs and alcohol shall be conducted in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary. No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way Kendall County's right to manage the workplace and/or discipline employees of the County.

B. Definitions

For purposes of this policy only, the following definitions shall apply:

1. **Drug**: includes any and all of the following:
 - a. Any controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);
 - b. Cannabis, as defined in Section 1-10 of the Illinois Cannabis Regulation and Tax Act (if Illinois House Bill 1438 is adopted into law) and Section 3(a) of the Illinois Cannabis Control Act;
 - c. A prescription drug prescribed to the employee but is not taken in accordance with the prescription given to the employee;
 - d. A prescription drug for which the employee has no valid prescription; and
 - e. Over-the-counter medications not used in accordance with product and/or physician instructions.
 - f. **Cannabidiol or CBD and hemp products. CBD and hemp products are widely used for pain relief, anxiety, inflammation and other conditions and can be found almost anywhere. The accessibility of CBD is misleading. CBD in its pure form does**

not contain THC, but until the production and marketing for CBD becomes regulated, employees must be aware that some CBD products may contain THC in varying amounts, despite packaging that indicates otherwise. An employee who uses CBD or CBD products who must submit to a drug test runs the risk of testing positive for THC.

2. **Alcohol:** Includes all alcohol, spirits, wine, beer and alcoholic liquor as defined in Sections 1-3.01 through Section 1-3.05 of the Illinois Liquor Control Act (235 ILCS 5/1-3.01 *et seq.*)
3. **County property:** includes all land, buildings, structures, real property, parking lots, and means of transportation owned by, rented or leased by or to Kendall County.
4. **Safety sensitive function:** was defined by the United States Supreme Court as any job function fraught with such risks of injury to others that even a momentary lapse of attention can have disastrous consequences. The category of safety sensitive functions includes job duties described as safety sensitive by applicable Federal Motor Carrier Safety Administration (FMCSA) or other applicable regulations, statutes, or case law. ~~includes a job in which the employee is directly responsible for the employee's own safety or the safety of other people. It can also refer to a job where an impairment, such as drug or alcohol use, can put a worker or others at risk of harm.~~

C. Policies

It is the responsibility of both Kendall County and the employee to maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and in response to the requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1-11), Kendall County has developed the following Drug and Alcohol Policy:

1. Kendall County prohibits the following:
 - a. The possession, use, sale, transportation, distribution, manufacturing, and dispensing of drugs (including, but not limited to controlled substances and cannabis), drug paraphernalia, and/or alcohol, by anyone while on County property or while on business for the County, except in accordance with job duty requirements.
 - b. Being impaired or under the influence of drugs or alcohol away from County property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the County's reputation.

- c. Possession, use, solicitation for, or sale of drugs or alcohol away from County property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the County's reputation.
2. It is the responsibility of all County employees to report to their immediate supervisor when reasonable suspicion exists that another employee is impaired or under the influence of drugs or alcohol while on County property and/or while on business for the County.
 3. Any employee convicted of any criminal drug statute violation shall notify Kendall County and the employee's immediate supervisor of such conviction in writing no later than five (5) calendar days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.
 4. The County will not penalize an employee or applicant solely for (a) his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act or (b) the employee's use of a prescription drug for which the employee has a valid prescription and for which the employee is taking the prescription drug in accordance with their doctor's instructions, unless failing to do so would put the County in violation of federal law or unless failing to do so would cause the County to lose a monetary or licensing-related benefit under federal law or rules. The County prohibits an employee's use and storage of medical cannabis on County property and/or while performing their assigned job duties for the County. The employee shall promptly notify Kendall County and the employee's immediate supervisor (in writing, if possible) if (a) the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job or (b) the employee is lawfully using a prescription drug for which the employee has a valid prescription and the lawful use of the prescription drug would affect the employee's ability to safely and effectively perform the duties of their job.
 5. Effective January 1, 2020, the Illinois Cannabis Regulation and Tax Act will allow the recreational/non-medical use of cannabis in the State of Illinois. Section 10-50 of the Illinois Cannabis Regulation and Tax Act allows employers like Kendall County to adopt a "zero tolerance" policy. As such, the County hereby adopts a "zero tolerance" policy and states that employees are prohibited from:
 - Being under the influence of recreational/non-medical use cannabis while on County property; while performing the employee's job

duties; during compensated time; and/or while the employee is on call for the County;

- Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on County property; during compensated time; while performing the employee's job duties for the County; and/or while the employee is on call for the County, except in accordance with job duty requirements;
 - Using recreational/non-medical use cannabis four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of recreational/non-medical use cannabis;
 - Using recreational/non-medical use cannabis during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
6. With respect to alcohol, the County hereby adopts a "zero tolerance" policy and states that employees are prohibited from:
- Being under the influence of alcohol while on County property; while performing the employee's job duties for the County; during compensated time; and/or while the employee is on call for the County;
 - Using, selling, distributing and/or possessing alcohol while on County property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the County, except in accordance with job duty requirements;
 - Using alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of alcohol;
 - Using alcohol during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
7. Any alcohol and/or drug that could affect performance of job duties is prohibited. This includes the use of any drug, except by doctors' prescription and only then if the doctor has advised the employee that the drug will not adversely affect the employee's ability to safely perform their job duties. It is the employee's responsibility to promptly inform (in writing, if possible) Kendall County and the employee's immediate supervisor if the employee is taking an over-the-counter medication and/or lawfully prescribed

medication that may affect the employee's ability to safely and effectively perform the duties of their job.

8. An off-duty employee shall not drive a vehicle for work-related purposes, ~~come into work or perform work duties~~ within two (2) hours after the employee has consumed any one or more of the following: alcohol, medical cannabis, recreational/non-medical use cannabis (effective January 1, 2020), a prescription medication/controlled substance for which the employee has a valid prescription and the employee's prescribed medication/controlled substance impairs the off-duty employee's physical and/or mental capacities, and/or any other drugs (as defined above in Section B(1) of this Policy).
9. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.
10. If the employee's employment is not terminated as a result of the employee's violation of this policy, the employee may be required to enroll in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Also, any employee who violates this policy and/or any employee who participates in an EAP and then violates this policy for a second time may be subject to immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to his or her supervisor written proof of the satisfactory completion of the EAP.

C. Procedures

To provide a safe drug and alcohol free working environment, the County shall:

1. Provide increased awareness through training, education and communication of the subject of alcohol and other drug abuse.
2. Recognize that there may be employees who have an alcohol, drug or stress problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
3. Cooperate with outside law enforcement agencies.
4. Conduct alcohol and drug testing in accordance with the Employee Testing Policy as set forth below.

5. Take any other actions deemed necessary and appropriate including, but not limited to, disciplinary action up to and including termination of employment.

D. Employee Testing

Because the public has the absolute right to expect the County to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or drugs the County requires the testing of employees and mandates an anti-drug and alcohol misuse prevention program.

1. **When Testing May Occur:** Employees working for the County may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:

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- Pre-employment for candidates that have received a contingent offer of employment for a safety-sensitive position;
- Post-accident;
- Reasonable suspicion;
- Return to duty, when an employee has violated the prohibited drug and alcohol standards.
- ~~Safety Sensitive Positions~~

For purposes of this policy, "post-accident" testing shall occur if the County has reasonable cause to believe an employee has an on-the-job injury that is considered recordable under OSHA guidelines (i.e., requiring medical treatment) as a result of being under the influence. The employee will also be required to undergo post-accident testing if required by FMCSA, Department of Transportation (DOT) or other applicable regulations. Anyone who suffers a reportable accident on County property and/or time must report it within one (1) hour or as soon as reasonably possible after the accident to his or her immediate supervisor or manager, so that proper action and or medical treatment may be provided. Failure to timely report any injury immediately may be grounds for disciplinary action up to and including termination of employment. An employee will be tested for the use of controlled substances and/or alcohol as soon as possible, after a reportable accident occurring while on County property or time and involving said employee, if it appears drug or alcohol use is reasonable believed or may have been a contributing factor. If a positive test result is received following a post-accident drug and or alcohol test, then the employee may will be subject to disciplinary action up to and including termination of employment.

For purposes of this policy, "reasonable suspicion" means that the County's representatives have observed and can describe specific symptoms of an employee while working that decrease or lessen his or her performance of the duties or tasks of the

employee's job position, including, but not limited to symptoms related to the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, or carelessness that results in any injury to the employee or others, or detection of alcohol, drug and/or drug paraphernalia in the area where an employee has/had been working.

The following employees must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment:

- A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act;
- An employee taking a prescription drug for which the employee has a valid prescription; and
- An employee that is under the influence or impaired by cannabis, but only if Illinois House Bill 1438 (also known as the "Illinois Cannabis Regulation and Tax Act") is adopted into law in the State of Illinois after the effective date of this Employee Handbook.

Upon receipt of a contingent offer of employment, candidates for safety-sensitive or security-sensitive positions ~~may~~ will be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive for controlled substances and alcohol (as defined below in Section D 2. a and b of this Policy. (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment and their contingent offer of employment may be revoked.

As Kendall County is a drug-free workplace, it reserves the right to conduct random testing on employees with safety-sensitive or security-sensitive job duties. The following positions include safety-sensitive or security-sensitive functions, and as such are subject to random testing: [Insert list of positions here]. Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the County will conform to all applicable laws, regulations, and/or agreements notwithstanding the provisions of this policy.

2. **What Will Be Tested:**

- a. **Controlled Substances:** Drug testing shall include, but is not limited to, testing of the following panel of drugs:
- Marijuana THC (metabolite)

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- Cocaine, any form or derivative thereof
- Amphetamines (including methamphetamines)
- Opiates (including heroin, opium, etc.)
- Phencyclidine (PCP)

When the Illinois Cannabis Regulation and Tax Act becomes effective on January 1, 2020, "under the influence" or "impaired" by cannabis shall be defined for purposes of this Drug and Alcohol Policy as having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee's whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee's whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result, which may include disciplinary action, not to exclude termination of employment.

- b. **Alcohol:** For purposes of this Employee Testing Policy, "under the influence of alcohol" shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.

3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:

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- Failing to provide adequate samples for testing without medical reason;
- Failing to show up at the testing site when instructed;
- Engaging in conduct that obstructs the testing process; and/or
- Failing to comply with any of the procedures set forth in this policy.

4. **Confidentiality:** The employee's right to privacy will be respected, and the County shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the County may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, administrative proceeding or legal or other proceeding.

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5. **Treatment:** An employee who voluntarily informs Kendall County that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the County's Family and Medical Leave Act Policy, provided the employee is otherwise eligible for such leave pursuant to the Family and Medical Leave Act Policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates this policy may be immediately discharged without regard to a request for further rehabilitation.

6. **EAP:** Employees who have questions about this policy should contact Kendall County. The County shall continue to provide employees with access to an EAP similar to that which exists on the effective date of this Employee Testing Policy.

7. **Procedures for Testing:**

~~a. Kendall County reserves the right to require an applicant to submit to alcohol and/or drug testing, only after an offer of employment has been made to the applicant. Applicants who test positive for drugs and/or alcohol may have their offer of employment revoked.~~

b.a. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the Kendall County Department Head or Elected Official or their designee, or whenever in the sole opinion of the County or their designee, there is reasonable suspicion for such testing.

c. In the event of testing for reasonable suspicion, the County or their designee shall provide the employee with notice of the basis for reasonable suspicion. In addition, the County Department Head or Elected Official or their designee may require an employee to submit to alcohol and drug testing when an employee is involved in an on duty incident involving significant damage to property or personal injury to anyone. The County shall use only licensed clinical laboratories for such testing.

d. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers (MRO) who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results. Test procedures shall conform to the NIDA Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration. In the event there is a conflict between the procedures set

forth in this policy and the NIDA standards, the NIDA standards shall control.

- e. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.
- f. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the County for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.
- g. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, The County will reimburse the employee for the cost of the negative test.
- h. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the County.

8. Positive Test Results:

- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, Kendall County Department Head or Elected Official, in their sole discretion, may rescind any offer of employment made to the applicant.
- b. If an employee tests positive for drug(s) and/or alcohol in a test administered under this Policy, the Kendall County Department Head or Elected Official, in their sole discretion, shall have the right to discipline the employee, up to and including termination.
- c. If an employee tests positive and is not terminated, the Kendall County Department Head or Elected Official, in their sole discretion, reserves the right to offer participation in an approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative to, or in conjunction with discipline. However, the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the Kendall County, in their sole discretion, may

require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the County. In the event such an employee tests positive again, the employee shall be immediately terminated.

DRAFT - SAO REVIEW 11/13/19