



COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE
Remote Meeting
Wednesday, August 19, 2020 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 August 3, 2020**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
 - Horton Mid-Year Review
 - Discussion of Kendall County Wellness Program and COVID-19
 - Discussion and Approval of Employee Appreciation Pizza Party
 - Approval of Nutanix Hyperconverged System not to exceed \$135,819.02
 - Discussion and Approval of Employee Handbook Update – County Administrator Direct Oversight of Department Heads
 - Approval of a Resolution Requiring Employees and Visitors to Wear Masks While in Common Areas of any Kendall County Building
- 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

Kendall County Admin HR Committee

Wednesday, August 19, 2020 Remote Meeting Attendance



In accordance with the Governor's Executive Order 2020-07, Kendall County Board Chairman Scott Gryder is encouraging social distancing by allowing remote attendance to the **Admin HR Committee** meeting scheduled for **5:30PM on Wednesday, August 19, 2020**. Instructions for joining the meeting are listed below.

The County Office Building is currently closed to the public. For your safety and others, please attend the meeting by phone or computer. All business that can be postponed until a later date will be postponed.

If anyone from the public would like to make a comment during the meeting there will be an allotted time on the agenda for public comment, and all of the county board rules of order still apply. We will also accept public comment by emailing: kcadmin@co.kendall.il.us. Members of the public may contact Kendall County Administration prior to the meeting for assistance in making public comments at 630-553-4171.

[Join Microsoft Teams Meeting](#)

[+1 309-248-0701](tel:+13092480701) United States, Rock Island (Toll)

Conference ID: 571 286 764#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)

Kendall County

[Legal](#)

Kendall County Admin HR Meeting Information:

<https://www.co.kendall.il.us/transparency/agendas-packets-and-meetings-schedules/administration-human-resources-committee>

For information about how to join a Microsoft Teams meeting, please see the following link.

<https://support.office.com/en-us/article/join-a-meeting-in-teams-1613bb53-f3fa-431e-85a9-d6a91e3468c9>

**COUNTY OF KENDALL, ILLINOIS
ADMIN HR REMOTE MEETING**

Monday, August 3, 2020

CALL TO ORDER – Member Flowers called the meeting to order at 5:32pm.

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: Mera Johnson, Scott Koeppel, Tracy Page

APPROVAL OF AGENDA – Motion made by Member Vickers second by Member Gilmour to approve the agenda. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Prochaska to approve the July 15, 2020 minutes. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion and Approval of Dental Rebate by Met Life Due to COVID-19-* Mr. Koeppel explained that Bob Jones and Horton have been working on this project. It’s similar to the MLR Rebates the County has received in the past. This rebate is a result of Dental offices being closed due the pandemic. The amount \$12,517.36 would see employees with family coverage have no premium taken out for their first payment in September. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote to send the Dental Rebate by Met Life Due to Covid-19 to the August 4 Board Meeting for approval.**

- *Discussion and Approval of Employee Recognition Pizza Party* – Ms. Johnson explained that because of the Pandemic staff is seeking direction on what to do in place of a Pizza

Party this year. Ms. Johnson suggested Food trucks or box lunch delivery to each Department. Member Gilmour asked about the Budget for this item. Mr. Koeppel said he would check and get back to the Committee regarding the budget. Member Vickers suggested staff contact Azadores Burgers in Oswego as they have really good deals on box lunches. Ms. Johnson asked if Azadores had other options like salads? Ms. Page noted that Food Trucks would not work for 3rd shift employees. **Chair Flowers asked Ms. Johnson to have Ms. McClain research more and report back to the Committee.**

- *Discussion and Approval of Census Committee Renewal* – Ms. Johnson explained that because of the COVID-19 Pandemic Census efforts have been extended to October 31st. The Commission has also received additional monies. Currently the resolution states that the Commission is active through the end of September. Member Vickers indicated that the Commission should meet and discuss continuing as they have not met since March 5th. Member Prochaska suggested that the resolution also be updated to reform in 2030. **Once the Commission meets Member Vickers will report back as to next steps.**
- *Discussion of Codification Proposal* – After reviewing both proposals and seeing the presentations from each Company Mr. Koeppel indicated that while similar he believes that American Legal would provide a slightly better product because of their strong legal background. Member Prochaska noted that he too preferred American Legal. Member Gengler asked Mr. Koeppel if staff has reached out to the City of Yorkville, who has American Legal. Mr. Koppel responded that he hadn't but that is the next step in the process. Chair Flowers indicated that she preferred Muni Code because of the self-loading capabilities. Member Vickers indicated that Muni Code seemed more user friendly. **There was consensus from the Committee to continue discussing this item at the next meeting or at the Committee of the Whole Meeting.**
- *Discussion and Approval of the Employee Handbook Update – County Administrator Direct Oversight of Department Heads* – Ms. Johnson indicated that as staff continues to update the HR Handbook with new policies and reviewing older policies one item that was found was that there are many references to Committee Chairs running Departments as opposed to current practice which falls to the County Administrator. Ms. Johnson went through each of the 12 references getting consensus and feedback from the Committee on changes. **Ms. Johnson will make changes and bring the updated document back to the Committee for approval and forward to the County Board for final approval.**
- *Discussion and Approval of Kendall County Board Meetings and Committee Meetings Remote Policy* – Mr. Koeppel reviewed the proposed changes to the Board Rules of Order due to the COVID 19 pandemic meeting have gone remote. These proposed rules address those changes with the hope of working out any procedural and or logistical issues that have come up. **After some discussion there was consensus from the Committee to forward to the entire Board to discuss at the next Committee of the Whole Meeting.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE –

- *Approval of Kendall County Board Meetings and Committee Meetings Remote Policy*
- *Discussion of Codification Proposals*

ACTION ITEMS FOR COUNTY

- *Approval of Dental Rebate by Met Life Due to COVID-19 in the Amount of \$12,517.36 – August 18th, County Board Meeting*

ADJOURNMENT – Member Gilmour made a motion to adjourn the meeting, second by Member Gengler **Chair Flowers called for a roll call vote, with all members present voting yes the meeting adjourned at 7:35 p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

MONTHLY MEDICAL INSURANCE REPORT

July FY 20

	Non-Union	Union	<u>Total Enrolled</u>				Annual Plan Cost
			<u>Jul-19</u>	<u>Aug-19</u>	<u>Jul-20</u>	<u>Aug-20</u>	
HMO EE	14	12	37	37	25	26	\$6,125.22
HMO FAM	8	15	20	20	23	23	\$11,569.53
H.S.A. \$1500 EE	64	53	104	104	115	117	\$9,303.11 *
H.S.A. \$1500 FAM	50	67	112	112	115	117	\$17,739.11 *
H.S.A. \$2800 EE	2	1	4	4	3	3	\$8,547.97 *
H.S.A. \$2800 FAM	4	2	8	8	6	6	\$16,312.81 *
Total Enrolled	142	150	<u>285</u>	<u>285</u>	<u>287</u>	<u>292</u>	
			Dental EE		169		
			Dental Family		190		
			Total Enrolled		<u>359</u>		

NOTES:

- 1) Premiums and headcount paid as of monthly report date
- * 2) Includes Employer HSA contribution *

FY 19 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$5,270,000) *94.99% of budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals
BCBS Medical Premium	355324	164572	359064	353709	361141	369973	358602	370815	366397	366645	368565	377012	\$4,171,818
UHC Final Bill	0	0	1513	0	0	0	0	0	0	0	0	0	\$1,513
Met Life Dental Premium	0	48213	23852	24138	24249	24733	23914	24374	24400	24311	24113	24485	\$290,781
Met Life Life Premium	0	0	1383	932	471	482	465	484	479	479	476	483	\$6,134
Health Savings Account	516000	1250	6875	1250	1125	3500	0	3000	0	0	500	1250	\$534,750
Insurance Refunds	0	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	91	\$669
FSA Admin Fee	84	84	84	105	0	123	0	0	0	0	0	0	\$480
TOTALS	\$871,408	\$214,119	\$392,771	\$380,239	\$386,986	\$398,905	\$382,980	\$398,767	\$391,371	\$391,624	\$393,653	\$403,321	\$5,006,143*

0102-027-6547

FY 18 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$5,502,000) * 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	366253	358682	347181	359265	366182	362562	372862	363407	358936	358725	\$4,356,865
UHC Dental Premium	0	54544	26965	27327	27145	27734	27607	27412	27691	27858	26978	27495	\$328,755
UHC Life Premium	0	0	1679	559	564	561	568	0	1133	560	560	563	\$6,746
Health Savings Account	495000	10500	3625	0	0	0	4125	625	1250	750	375	750	\$517,000
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	393	0	0	0	168	84	\$1,566
TOTALS	\$495,252	\$807,854	\$398,792	\$387,109	\$375,160	\$387,559	\$399,040	\$390,599	\$402,935	\$392,575	\$387,017	\$387,617	\$5,211,509*

0102-027-6547

FY 17 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$5,106,257)*98.84% 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	366848	346172	347668	346995	355552	357994	358354	355637	353212	365533	356453	\$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	24392	26197	25788	25670	25842	25579	25525	25894	25604	\$308,783
Lincoln Life Premium	792	840	616	725	672	734	723	727	718	716	732	726	\$8,721
Health Savings Account	443800	1750	4375	0	0	1750	0	3625	2000	875	0	250	\$458,425
Insurance Refunds	271	0	0	0	142	594	0	0	1439	0	0	0	\$2,446
HRA Admin Fee	0	83	83	83	83	83	83	83	83	83	83	83	\$909
FSA Admin Fee	311	0	323	162	0	339	170	170	170	170	170	170	\$2,153
TOTALS	\$820,558	\$395,405	\$383,793	\$373,029	\$374,090	\$384,840	\$384,639	\$388,800	\$385,625	\$380,581	\$392,412	\$383,285	\$5,047,057*

0102-027-6547

MONTHLY BENEFITS SUMMARY REPORT
July FY 20

Retirees/COBRA (12/1/19 -11/30/20) (42 Retirees / 1 COBRA)			
Vision	Family	8	\$920.04
Vision	Single	11	\$606.86
Medical	Family	3	\$14,582.75
Medical	Single	13	\$52,634.61
Dental	Family	36	\$10,987.52
Dental	Single	14	\$11,130.56
TOTAL		85	\$90,862.34

UNEMPLOYMENT CHARGES 11000827-65460	
1st Quarter	\$6,886
2nd Quarter	\$8,138
3rd Quarter	
4th Quarter	
TOTAL	\$15,024

Full Time New Hires/Terminations (12/1/18 -11/30/19)				
DEPARTMENT	New Hires		Resignations/Terms	
	YTD	Current Month	YTD	Current Month
Administration				
Animal Contr				
Assessment				
Circuit Clerk	1		1	
Coroner				
County Clerk	2			
Facilities				
Forest Pres				
Health Dept.	1	1	3	
HWY				
KenCom			1	
PBZ				
Probation	2		2	
Public Defender				
Sheriff	8		5	
State's Att	2		1	
Technology/GIS				
VAC				
Totals	16	1	13	0

BENEFITWALLET HSA FUNDING	
Month	Deposit
December	537,125
January	0
February	0
March	1,750
April	2,000
May	3,750
June	2,500
July	2,250
August	
September	
October	
November	
Total	\$ 549,375

MONTHLY ADMINISTRATION / HR SUMMARY REPORT

July 31, 2020

W.C. Claims Expense (12/1/19 - 11/30/20)						
	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	2019-20 Policy	Total Claims
December	\$ -	\$ 2,023	\$ 5	\$ 4,829	\$ -	\$ 6,857
January			10	24,345	-	24,355
February	241	500		44,862	-	45,602
March	1,739	769	-	5,135	492	8,134
April	962	2,188		4,095	158	7,403
May	185	407		1,869	15	2,476
June	315	941		3,752	880	5,888
July	222	29,100		2,150	1,455	32,927
August						
September						
October						
November						
Total Claims Expense	\$ 3,663	\$ 35,927	\$ 15	\$ 91,036	\$ 3,001	\$ 133,642

PEDA Payments (included in Total Claims Expense)

PEDA Reimbursements YTD \$ -

W.C. Annual Premium

W.C. Premium \$ 131,080 \$ 139,096 \$ 171,411 \$ 175,442 \$ 156,177

Self Insured Retention (SIR)

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

No. of claims >\$250k	1	1	0	0	0
No. of claims >\$100k & <\$250k	0	3	0	0	0
No. of claims <\$100k	39	42	20	27	17
Total claims paid	40	46	20	27	17

<u>W.C. Claims</u>	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	2019-20 Policy
W.C. Claims paid prior year	\$ 320,364	\$ 609,121	\$ 32,234	\$ 79,912	\$ -
W.C. Claims paid current year	3,663	35,927	15	91,036	3,001
Total claims paid	\$ 324,027	\$ 645,048	\$ 32,249	\$ 170,948	\$ 3,001

Workers' Comp. Claims	Policy Year					
	2015-16 Policy	2016-17 Policy	2017-18 Policy	2018-19 Policy	2019-20 Policy	
	Prior Year Total	Prior Year Total	Prior Year Total	Prior Year Total	DEC-JUN	JUL
Administration	1					1
Animal Control	6	1	4	2		
Circuit Clerk	1	1	1	1	1	
Coroner						
County Clerk	1	2				
Facilities				1	1	
Forest Preserve	3	2		3		
Health Dept.	3	2	2	2	1	
Highway	1	2	1	2		
Judiciary						
PBZ						1
Probation	1				1	
Public Defender						
Sheriff - Corrections	5	18	2	4	3	2
Sheriff - Patrol/Admin	16	16	10	10	2	4
State's Attorney	2	2		1		
Technology						
VAC				1		

MONTHLY ADMINISTRATION / HR SUMMARY REPORT

July 31, 2020

Totals	40	46	20	27	9	8
--------	----	----	----	----	---	---

MONTHLY ADMINISTRATION / HR SUMMARY REPORT

July 31, 2020

Property Claims (12/1/19 - 11/30/20)		Policy Year	
Department/Description		Insurance	Total Claims
2019 Ford Explorer/ Sheriff	1/31/2020		4,417
2014 Ford Goshen Bus/ VAC	2/24/2020		384
2007 Ford 650 Bucket Truck/ Highway	2/26/2020	2,515	11,924
2017 Ford/Sheriff	3/20/2020		5,764
			-
			-
Total		\$ 2,515	\$ 22,488

Illinois Counties Risk Management Trust
Claims Analysis
7/1/2020

Worker's Compensation

FY19-20 - Current Year's Total Claims

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
1	12/20/2019	Health	closed	-	N	Y
2	12/27/2019	Probation	closed	397	N	Y
3	12/31/2019	Facilities	closed	96	N	Y
4	3/3/2020	Corrections	closed	173	N	Y
5	4/11/2020	Corrections	open	1,435	N	Y
6	5/27/2020	Circuit Clerk	open	384	N	Y
7	5/29/2020	Sheriff	closed	516	N	Y
8	5/27/2020	Corrections	open		N	Y
9	7/14/2020	Sheriff	open		N	Y
10	7/14/2020	Sheriff	open		N	Y
11	7/14/2020	Sheriff	open		N	Y
12	7/15/2020	PBZ	closed		N	Y
13	7/22/2020	Administration	closed		N	Y
14	7/25/2020	Animal Control	open		N	Y
15	7/26/2020	Sheriff	open		N	Y
16	7/26/2020	Jail	open		N	Y
17	7/31/2020	Jail	closed		N	Y

Total FY19-20 Claims Paid To Date \$ 3,001

Worker's Compensation

Prior Years' Active Claims

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
2015-16 Policy						
1	4/12/2016	Sheriff	open	99,228	Y	Y
				99,228		
2016-17 Policy						
2	2/28/2017	Corrections	closed	159,492	Y	Retired
3	10/26/2017	Corrections	closed	405,177	Y	Retired
4	4/19/2017	Sheriff	closed	120,097	Y	Retired
5	11/21/2017	Sheriff	closed	220,011	Y	Y
				904,776		
2017-18 Policy						
6	12/12/2017	Corrections	open	23,205	Y	y
				23,205		
2018-19 Policy						
7	2/17/2019	Sheriff	open	66,551	Y	Y
8	5/23/2019	VAC	open	36,102	N	Y
9	6/21/2019	Sheriff	closed	9,294	N	Y
10	6/29/2019	Corrections	open	28,208	Y	Y
11	8/30/2019	Corrections	open	35	N	Y
12	9/3/2019	Sheriff	closed	11,831	N	Y
13	9/19/2019	Sheriff	open	10,638	N	Y
14	11/5/2019	Sheriff	open	1,657	N	y
15	11/6/2019	Health Department	open	297	N	Y
16	11/18/2019	Animal Control	closed	223	N	Y
				164,836		

Total Prior Year's Active Claims \$ 1,192,046

Illinois Counties Risk Management Trust
Claims Analysis
7/1/2020

Property & Casualty

FY19 -20 Auto PC

	Incident Date	Department/Office	Status	Paid	Coverage Type
1	1/31/2020	Sheriff	closed	4,417	
2	2/24/2020	Veterans	closed	384	
3	2/26/2020	Highway	closed	11,924	
4	3/20/2020	Sheriff	closed	<u>5,764</u>	

Total FY19-20 Auto Claims \$ 22,489

FY18-19 - General Liability

	Incident Date	Department/Office	Status	Paid	Coverage Type
1	8/16/2019	Sheriff	Open	<u>7,429</u>	

Total FY18-19 General Liability Claims \$ 7,429

Prior Years'- General Liability

	Incident Date	Department/Office	Status	Paid	Coverage Type
2015-16 Policy					
1	8/9/2016	Sheriff	open	53,607	Law Enforcement Liability
2	11/4/2016	Sheriff	open	<u>16,665</u>	Law Enforcement Liability
				70,273	
2017-18 Policy					
1	7/1/2018	Sheriff	open	<u>3,702</u>	General Liability

Total Prior Year's General Liability Claims \$ 72,123



Kendall County GIS/Mapping Department

630.553.4212
KCGIS@co.kendall.il.us

August 19, 2020

For the 2020 election, the GIS Department has given up their office space to assist the County Clerk and Voting Office with their space constraints. We will remain off-site for the remainder of 2020, but we will continue to uphold our level of service to all parties. We will be reachable by phone, email, and can make arrangements for in-person meetings. The following is an overview of our recent projects:

- Upgraded portal and database infrastructure, allowing us to take advantage of new tools and features
- Spun up a Notebook Server in our AWS Cloud which allows us to move manually-run script jobs to be run automatically. For example, the daily workflow update is fully automated with a built-in monitor dashboard.
- Confirmed with NearMap that the summer flight took place – **Figure 1**
- Cooperated with County Clerk’s Office and Fox Metro to quickly process 65 annexation documents within a tight deadline for the upcoming election
- Met with Forest Preserve Director to build new bow hunting map exhibits
- Upheld same level of legal description review with the Assessor’s Office – **Figure 2**
- Reworked reference basemap layers for web maps by using ESRI-provided service and OpenStreetMap data. This will provide global, curated, regularly updated basemap data with little to no additional effort from KCGIS, leading to time, storage, and server traffic savings.

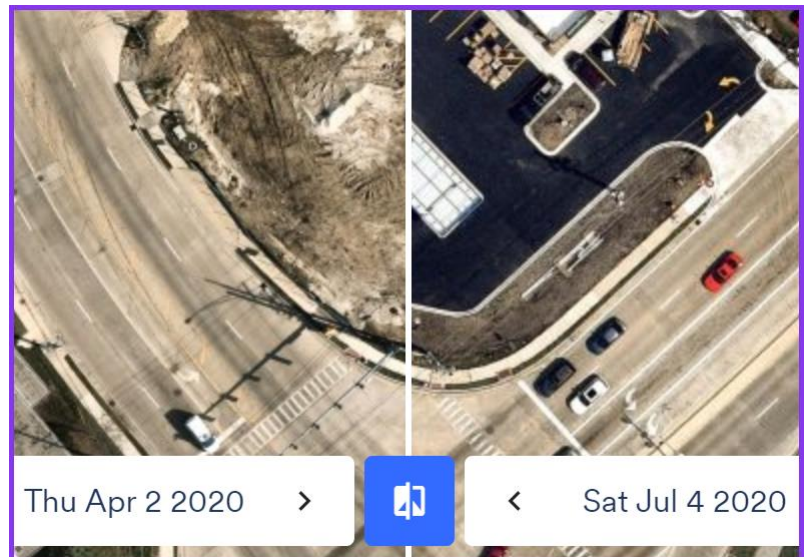


Figure 1: New gas station at Route 71 and Washington Street

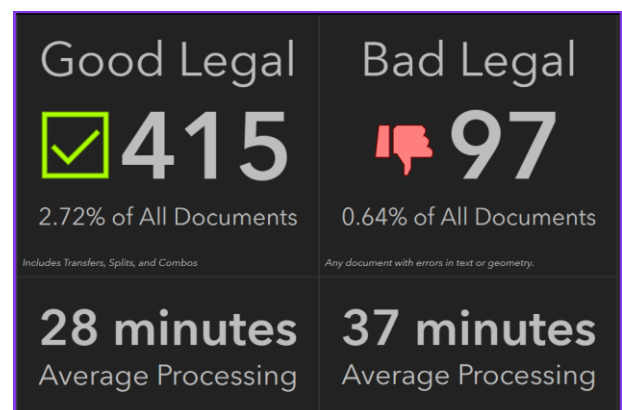


Figure 2: Workflow Metrics

Thank you!

MEMORANDUM

To: Admin HR Committee

From: Valarie McClain

August 14, 2020

RE: Employee Recognition (Annual Appreciation Party/Picnic and Service Awards)

October 2019 Pizza Party stats, and an annual Employee Party/Picnic option for this year:

Budget - Last year we had 4 pizza parties as follows:

Public Safety Center \$828.

(Sheriff’s Office; Patrol & Corrections Deputies (3 shifts): Animal Control; Coroner; KenCom)

Health & Human Services Bldg \$828.

(Health Dept; Technology; CASA; VAC)

Courthouse \$1211.

(Judicial; State’s Attorney’s Ofc; Court Services; Public Defender; Court Security; Circuit Clerk;

County Office Bldg \$1068.

(Admin, GIS, Assessment; PBZ; Clerk; Recorder; Voter Registration; Treasurer; Highway, ROE; KAT; Forest Preserve)

Supplies	\$ 225
Drinks/Desserts	\$ 350
TOTAL:	\$ 4510

This year’s budget is \$4500 for 20 County Offices/Departments. This DOES NOT include: CASA, ROE, KAT, KenCom or the Forest Preserve District Offices/Departments.

Asadoras Argentine Burgers will give us a deal of \$10 per meal (sandwich, drink & side) delivered to each building/office. They suggest 4 burger choices, a Chicken Sandwich, Veggie Sandwich, and a Black Bean Chipotle vegetarian burger options. Meals normally cost \$14 - \$16, so they are giving us great pricing, and really accommodating as well for all of the individual offices/departments.

Food Trucks: Only two food trucks have shown interest in doing something for so many buildings/people. Not the best choices for food selection: burgers, hot dogs, tacos, etc. The employees have been attending the Sheriff’s Office Food Truck Mondays once a month, so another Food Truck option might not be well received.

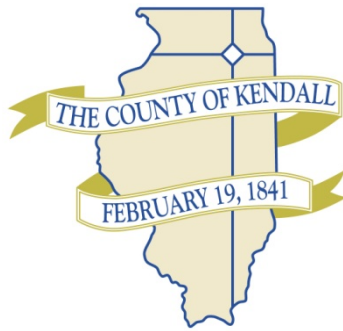
There are approximately 360 Kendall County Employees, for an estimated Appreciation Lunch cost of \$4000

All 2019 Employee Service Award recipients have been notified and given \$credit amounts on Monday, August 13th, and are happily shopping on the Imagination Print & Design “Spirit” Store for Kendall County. Just a few questions, but all is going great, and well received!

Total Estimated Cost for 2019 Employee Service Awards given out this August: \$4300

Network Hyperconverged 2020

<i>Company</i>	<i>Meet IFB Req</i>	<i>Cost</i>
Nobletec	Yes	\$153,795.87
Presidio	Yes	\$135,819.02



2020 NETWORK EQUIPMENT REPLACEMENT

Kendall County Technology Services

SUMMARY

Kendall County Technology Services is accepting bids for Nutanix Hypervconverged solution and Veeam Disaster Recovery. Currently the infrastructure consists of multiple host servers, Dell EqualLogic, and VMware.

Matthew Kinsey

Technology Services Director

Request for Bid

2020 Hyperconverged and Disaster Recovery Solution

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 Technology Services
Attention: Director
mkinsey@co.kendall.il.us
811 W John St, Rm 229
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 Proposers/ Vendors of record via email and will become part of the RFB Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted prior to the submittal deadline.

Prevailing Wage Notice

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

The vendor shall delivery the equipment and service detailed below to:

Technology Services
811 West John St
Yorkville, IL 60560

Include all costs in the bid response including shipping of equipment and installation.

Follow the attached Instructions to Bidders.

Details:

<i>Description</i>	<i>QTY</i>
6TB 3.5" HDD	8
NX-8135-G7, 1 Node with Intel Xeon Processor 6226R	1
32GB Memory Module (2933MHz DDR4 RDIMM)	12
32GB Memory Module (2933MHz DDR4 RDIMM)	24
10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES)	4
6TB 3.5" HDD	4
NX-8235-G7, 2 Node with Intel Xeon Processor 6226R	1
3.84TB 3.5" SSD	2
10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES)	1
3.84TB 3.5" SSD	4
License, AOS PRO Production 24/7 System support bundle for 1 CPU core for 3YR	96
License, AOS PRO entitlement & Production 24/7 System support bundle for 3YR	1
Support Term in Months	36
24/7 Production Level HW Support for Nutanix HCI appliance for 36 month	3
Veecam 3 Year Term Universal License (Bundle of 10 VM Agent)	4

Professional Services:

1. Nutanix Implementation

- Physical install (Rack & Stack and cabling)
- Imaging Nutanix Cluster
- Cluster and Storage Configuration
- Adding hosts to vCenter and updating vCenter cluster settings
- Confirmation of vMotion of 1 VM

2. Veeam Backup and Replication

- Install 1 VEEAM server on a client provided Windows Server
- Install and configure 1 VEEAM Proxy Server on client provided Windows VM (3)
- Configure new VM backup job(s)
- Test image level backup (up to 10 VMs)
- Integrate with cloud backup provider

// Nothing Follows //

INSTRUCTION TO BIDDERS

General Description: Bids are being accepted for the purchase of:
Network Equipment Replacement (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 RFB 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 RFB 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 RFB (as well as the Agreement) 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 RFB 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 RFB. 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 RFB; (2) to supplement, amend, or otherwise modify the RFB, without notice; (3) to request additional information from bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

Examination: Bidders shall receive a copy of the Instruction to Bidders.

Questions and Interpretations: Submit questions about the documents to the Director of Technology Services via email mkinsey@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: Submit completed bid and other required documents via email to mkinsey@co.kendall.il.us or by mail to Technology Services. 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 forwarded or mailed to Kendall County Technology Services, 811 W John St, Room 229, Yorkville, Illinois, 60560. Bids must be received before August 7th, 2020 at 9:00am in order to be considered.

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This RFB 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 August 7th, 2020 at 10:00am in the Health and Human Services Building at 811 W John Street by the Director of Technology Services. 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 RFB.

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.

TO: Kendall County Technology Services
 Matthew Kinsey
 111 West Fox Street
 Yorkville, IL 60560

 mkinsey@co.kendall.il.us
 (p) 630-553-8881

FROM: Presidio Networked Solutions Group, LLC
 Robyn Slominski
 3600 Minnesota Drive
 Suite 150
 Edina, MN 55435

 rslominski@presidio.com
 (p) 616.871.1563

BILL TO: Kendall County Technology Services
 Matthew Kinsey
 111 West Fox Street
 Yorkville, IL 60560

 mkinsey@co.kendall.il.us
 (p) 630-553-8881

SHIP TO: Kendall County Technology Services
 Matthew Kinsey
 111 West Fox Street
 Yorkville, IL 60560

 mkinsey@co.kendall.il.us
 (p) 630-553-8881

Customer#: KENDA005
Account Manager: Joe Knoblauch
Inside Sales Rep: Robyn Slominski
Title: NUTANIX Larger Build

#	Part #	Description	Unit Price	Qty	Ext Price
Hardware					
1	C-HDD-6TB-A5-A-CM	6TB 3.5" HDD	\$194.44	8	\$1,555.52
2	NX-8135-G7-6226R-CM	NX-8135-G7, 1 Node with Intel Xeon Processor 6226R	\$7,834.44	1	\$7,834.44
3	C-MEM-32GB-2933-A-CM	32GB Memory Module (2933MHz DDR4 RDIMM)	\$170.00	12	\$2,040.00
4	C-MEM-32GB-2933-A-CM	32GB Memory Module (2933MHz DDR4 RDIMM)	\$170.00	24	\$4,080.00
5	C-NIC-10GSFP2-A-CM	10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES)	\$178.89	4	\$715.56
6	C-HDD-6TB-A5-A-CM	6TB 3.5" HDD	\$194.44	4	\$777.76
7	NX-8235-G7-6226R-CM	NX-8235-G7, 2 Node with Intel Xeon Processor 6226R	\$12,494.44	1	\$12,494.44
8	C-SSD-3.84TB-A5-A-CM	3.84TB 3.5" SSD	\$775.56	2	\$1,551.12
9	C-NIC-10GSFP2-A-CM	10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES)	\$178.89	1	\$178.89
10	C-SSD-3.84TB-A5-A-CM	3.84TB 3.5" SSD	\$775.56	4	\$3,102.24
Total (Hardware):					\$34,329.97
Software					
11	L-CORES-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 CPU core for 3YR	\$0.00	96	\$0.00
12	SW-AOS-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 3YR	\$72,018.89	1	\$72,018.89
13	L-FLASHTIB-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 TiB of flash for 3YR	\$0.00	21	\$0.00
Total (Software):					\$72,018.89
Support					
14	SUPPORT-TERM	Support Term in Months	\$0.00	36 for 1 mo(s)	\$0.00
15	SUPPORT-TERM	Support Term in Months	\$0.00	36 for 1 mo(s)	\$0.00

16	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	\$1,871.11	2 for 36 mo(s)	\$3,742.22
17	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	\$2,112.22	1 for 36 mo(s)	\$2,112.22
Total (Support):					\$5,854.44
Training					
18	FLEX-CST-CR	Nutanix Services Pre-Paid Credit Units DELIVERY: Via Nutanix Services PRICING	\$0.00	8	\$0.00
Total (Training):					\$0.00

Sub Total:			\$112,203.30
Grand Total:			\$112,203.30

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

TO: Kendall County Technology Services
 Matthew Kinsey
 111 West Fox Street
 Yorkville, IL 60560

 mkinsey@co.kendall.il.us
 (p) 630-553-8881

FROM: Presidio Networked Solutions Group, LLC
 Robyn Slominski
 3600 Minnesota Drive
 Suite 150
 Edina, MN 55435

 rslominski@presidio.com
 (p) 616.871.1563

BILL TO: Kendall County Technology Services

 111 West Fox Street
 Yorkville, IL 60560

Customer#: KENDA005
Account Manager: Joe Knoblauch
Inside Sales Rep: Robyn Slominski
Title: Veeam Backup and Replication Three Year Term

#	Part #	Description	Unit Price	Qty	Ext Price
Three Year Term					
1	P-VASVUL-0ISU3YP-00	Universal license, sold by bundles of 10. Includes VM, Server or Workstation Agents, Cloud VM or App Plug-In SAP/Oracle and NAS.** TRUSTED PRODUCT **	\$2,753.93	4	\$11,015.72
Total (Three Year Term):					\$11,015.72

Sub Total:		\$11,015.72
Grand Total:		\$11,015.72

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

General Information			
Client Name	Kendall County	Account Manager	Joe Knoblauch
Contact Name	Matthew Kinsey	Solution Architect	Ryan Lindstedt
Contact Phone	630-553-8881	Opportunity #	0RQ-23348
Contact Address	811 W John Street Rm 232 Yorkville, IL 60560	Date	7/21/2020
Contact Email	mkinsey@co.kendall.il.us	Service Title	Nutanix and Veeam Implementation

Service Information	
Technology Area	<input type="checkbox"/> LAN/WAN <input type="checkbox"/> Wireless <input type="checkbox"/> Security <input type="checkbox"/> Data Center <input type="checkbox"/> Software <input type="checkbox"/> Collaboration <input type="checkbox"/> Cloud/Automation <input type="checkbox"/> Other: _____
Type of Request	Time and Materials

Presidio Networked Solutions Group LLC (“Presidio”) is pleased to provide the following services to Kendall County (“Client”). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

Design and Planning

Presidio will host a Design & Planning Workshop with both Presidio Professional Services Engineers and Client participating.

The purpose of this workshop is to decide on the specific engineering details and order of operations for the install and capture them in a System Engineering Report (SER), which is a document that Presidio project management will require both parties to this SOW to sign off on prior to engineers beginning any implementation work.

The Systems Engineering Report is the work product of the Design & Planning Workshop and it will record:

- o Outcomes of key migration or implementation planning decisions e.g. Layer 3 network migration tasks and dates
- o Remediation tasks that must be completed prior to implementation (if any), such as room readiness (electrical / cooling / physical space) or other out-of-scope installation prerequisites discovered during the Workshop,
- o Which specific software/firmware versions and builds will be deployed, based upon a Presidio-led analysis of all product interoperability and compatibility matrixes,
- o Software licenses to be used or applied, including a validation of any related support and maintenance contracts to ensure entitlements for upgrades/patching/support,
- o Subnets/VLANs/networks to which equipment will be connected, including required configurations of the same
- o Physical network ports to use, with a list of type (e.g. 1GbE), quantity, port type (access vs. trunk), and VLAN(s)/subnets that each port should have access to, and required configurations for the same,
- o IP Addresses to be used during the project, both public and private,
- o Physical placement of all equipment to be installed, e.g. rack elevations,
- o Which devices or servers will provide domain, DNS, NTP, and DHCP services at each site,
- o Any required supplies, tools, adapters, or cables not already included in hardware order.

Description of Services

1. Nutanix Implementation
 - o Physical install (Rack & Stack and cabling)
 - o Imaging Nutanix Cluster
 - o Cluster and Storage Configuration
 - o Adding hosts to vCenter and updating vCenter cluster settings
 - o Confirmation of vMotion of 1 VM
2. Veeam Backup and Replication
 - o Install 1 VEEAM server on a client provided Windows Server
 - o Install and configure 1 VEEAM Proxy Server on client provided Windows VM (3)
 - o Configure new VM backup job(s)
 - o Test image level backup (up to 10 VMs)
 - o Integrate with cloud backup provider
3. 1 day of knowledge transfer

Note: Network configuration is not in the scope of this Request. Client is expected to configure the network per requirements laid out in the SER session.

Assumptions

1. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
2. Modifications in project scope may necessitate a change order.
3. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion Signoff" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
4. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT HEREUNDER.
6. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.
7. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
8. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request. If at the end of the allotted hours, Client's objectives are not met, a new Purchase Order and agreement must be submitted.
9. Client will be asked to authorize additional consultant hours should actual hours worked approach those authorized by this engagement.
10. For Time and Materials services, it is Client's responsibility is to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
11. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
12. For hourly service, a 4-hour minimum applies for remote services. An 8-hour minimum applies for on-site services.
13. If scheduled work is canceled with less than 24 hours' notice, Client may be liable for a minimum 4-hour charge.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	On-Site / Remote Services
Kendall County Health Dept.	811 W John Street Rm 232, Yorkville, IL 60560	Remote

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only. Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Data Center Engineer	56.00	\$225.00	0.00	\$337.50
Total			\$12,600.00	

Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

The scope and pricing are valid for 60 days unless otherwise noted.

Authorized Client Signature	Title	Date
Authorized Presidio Signature	Title	Date

Committee Chair and County Board Chair Vs. County Administrator Oversight HR Manual

Page 8 & 9 – Employment Policies

CHAPTER II EMPLOYMENT POLICIES

Section 2.1 DEFINITIONS OF EMPLOYMENT STATUS

A. FULL-TIME EMPLOYEES: A full-time employee shall be one who is employed full time on a minimum of thirty-four (34) hours per week basis for continuous service and who has completed a minimum of six (6) months of continuous work or service, interrupted only by absence with official permission. For employees hired prior to December 21, 1993, thirty

(30) hours per week shall be utilized to determine full-time status.

B. PROBATIONARY EMPLOYEES: Employees who have been employed on a full-time or part-time year-round basis for a period of less than six (6) months and who will become full-time employees at the successful conclusion of six (6) consecutive months employment. Successful completion of the probationary period will not alter the employee's at-will employment status.

C. PART-TIME EMPLOYEES: Any employee who is employed on a less than thirty-four (34) hours per week basis for continuous service and who has completed a minimum of six (6) months of continuous work or service, interrupted only by absence with official permission. For employees hired prior to December 21, 1993, less than thirty (30) hours per week shall be utilized to determine part-time status. Part-time employees are not eligible for employee health and dental coverage. Sick/personal days are earned proportionate to the anticipated number of hours worked per month.

D. TEMPORARY EMPLOYEES: Temporary continuous appointment (i.e., a position which is clearly understood to be six (6) months in duration at the maximum) may be made for specified positions.

Section 2.2 EMPLOYMENT PROCEDURES

A. RECRUITMENT AND BACKGROUND REFERENCE CHECKS AND

PREEMPLOYMENT INVESTIGATIONS: Department heads should post an open position on the County website to start recruitment efforts and promptly remove the posting at the time of application deadline. Elected Officials are encouraged to utilize the County website to post open positions in their offices.

All new employees of the County will be employed strictly on merit. When possible, references from the most recent employers must be received prior to hiring an individual.

Employment history and references should be verified prior to hiring new full time or part time employees including interns. Other pre-employment investigation may include criminal history and other matter when pertinent to performance of the position. If the department head determines questionable history during the pre-employment investigation of the preferred candidate, the department head shall seek advice of their respective County Administrator Board Committee prior to hiring the candidate. Convictions, if disclosed by the applicant, will not absolutely prohibit employment, but will be considered in relation to the specific job requirements. Consideration will be given to factors such as the age and time of the offense, the seriousness and nature of the violation, the relationship between the conviction and the job, the nature and number of convictions and rehabilitation. Hiring decision will follow applicable state and federal laws including American with Disabilities Act and Employee Polygraph Protection Act.

Section 2.3 SEPARATION PROCEDURES

- A. SENIORITY/WORK FORCE REDUCTIONS: Kendall County has historically offered its employees steady long-term employment. However, should general economic conditions or some phase of the County's operations change significantly, a reduction in work force may be necessary. This will only be done after careful analysis of the staffing required to provide essential services. Department heads, subject to approval by the County Board or other appropriate boards, will determine which job classification will be affected by lay-offs.

Every effort will be made to transfer employees to another department rather than lay them off. When this is impractical, the department head will consider seniority where skill, qualifications, ability and performance factors are substantially the same in determining who to lay off.

Seniority is the continuous length of time an individual has been a regular full-time employee of the County. A person whose continuous regular employment with the County has been broken by a period of more than ninety (90) calendar days where he was not employed by the County and where he was not on sick leave or other approved leave of absence shall not have his service with the County prior to his resumption of regular employment counted as part of his seniority.

A regular full-time employee who is laid off only as a result of the necessity to reduce the number of County employees (reduction in force) will be given preference in filling positions which subsequently open and for which the employee is qualified.

- B. RESIGNATION: A regular full-time or regular part-time employee resigning from a position should give sufficient notice of his intention to enable the County to make proper adjustments to procedure and staffing. Sufficient notice is two (2) weeks at a minimum. All regular full-time or regular part-time employee resignations shall be in writing and may contain the reasons for leaving. A resignation will be placed in the employee's personnel file. The department head or ~~County Administrator the appropriate County committee chairperson~~ is authorized to accept all resignations. Appropriate written notification should be initiated by the immediate supervisor and forwarded to the Treasurer's office and the Office of Administrative Services for resignations/terminations so all pertinent records and files can be updated.

CHAPTER III ADMINISTRATIVE POLICIES

Section 3.1 RULES OF CONDUCT

Kendall County expects its employees to exercise mature judgment and common sense in their employment, to give conscientious attention to their duties, to maintain a high level of efficiency and to conduct themselves in a manner that reflects well upon themselves, as well as on the County.

- A. DRESS AND APPEARANCE: The personal appearance of employees conveys to the public a general impression of the organization. The attire of the employee on the job should be in good taste, neat, clean, and appropriate for the duties performed. Each department head is responsible for establishing a reasonable dress code appropriate to the job the employee performs. Safety equipment and attire will be required for certain jobs. If required, uniforms and tools for specialized jobs will be provided.
- B. EMPLOYEE COOPERATION: As a part of a team providing services for the benefit of the public, each employee must cooperate with fellow workers and the public in order to set a high standard of work performance. Unwillingness or failure to cooperate shall be cause for disciplinary action.

The total staff of the county must function as a team, and each employee is required to make a positive contribution in the interest of reflective and efficient public service.

Section 3.2 HOURS OF WORK

- A. WORK WEEK: The standard work hours for County employees will be thirty-seven and one half (37 ½) hours per week. Most County offices are open from 8:00 a.m. to 4:30 p.m. Monday through Friday. The actual hours that an employee will work will be determined by the department head or County Administrator ~~elected official~~ in accordance with the office hours approved by the County Board or authorized by statute. An employee may have one (1) hour for lunch and two (2) rest periods (one in the morning and one in the afternoon) of fifteen (15) minutes each. All offices will be open during lunch and coffee breaks, unless designated otherwise by the County Administrator ~~departmental committee~~. Long term breaks in operations need to be approved by the appropriate departmental committee.
- B. OVERTIME: Each position authorized by the County Board shall be designated as exempt or non-exempt in accordance with the provisions of the Fair Labor Standards Act.

Exempt positions are not eligible for overtime compensation either in the form of additional pay or time off.

Non-exempt positions are eligible for straight time overtime compensation for hours worked beyond the normal work week up to and including 40 hours per week. At the employee's option, non-exempt positions may accumulate additional time off for hours worked beyond the normal work week up to and including 40 hours per week. All hours worked beyond 40 in a work week shall be compensated at the discretion

Questions Or Complaints About This Statement Of Purpose?

Please submit your questions or complaints in writing to: Kendall County, Illinois, Attention: Administrative Services Jeff Wilkins, County Administrator, 111 West Fox Street, Yorkville, Illinois 60560.

CHAPTER IV COMPENSATION AND PERFORMANCE

Section 4.1 PAY AND CLASSIFICATION PLAN: The pay plan includes the minimum and maximum rate of pay for each position. It represents an orderly method of determining the salary of the position for the work performed.

Salary ranges shall be determined with regard to objective criteria:

- A. Ranges of pay for other County positions
- B. Relative difficulty and responsibility of positions
- C. Availability of employees in particular occupational categories
- D. Rates of pay in other jurisdictions
- E. The financial policies of the Counties

And such other considerations which may be appropriate.

Section 4.2 PAY PERIODS: The frequency of pay periods has been established for the maximum convenience of both the County and its employees

PROCEDURE: Employees are paid once every two weeks on Fridays (26 pay periods per year). When a payday falls on a holiday, the paycheck is distributed on the preceding workday.

Section 4.3 PERFORMANCE APPRAISAL

A. PURPOSE:

The County has developed a uniform performance appraisal system for all full-time employees. Pursuant to this system, an employee's performance is evaluated for the purpose of effective personnel control in matters including but not limited to the following: promotions, transfers, demotions, discipline, terminations and salary adjustments.

B. RESPONSIBILITY:

Performance appraisals are done by the immediate supervisor who is responsible for the work of the employee being evaluated. The immediate supervisor will discuss the performance appraisal with the employee. Performance appraisals become part of the employee's personnel records and a copy of each shall be contained in the employee's personnel file. Department heads' performance appraisals will be done by the County Administrator committee chairman to which they report.

C. FREQUENCY:

Immediate supervisors shall appraise regular full-time employees on the basis of performance, efficiency, dependability, adaptability and other relevant job-related criteria at the end of the sixth (6th) month of their probationary period and in the month of July of each subsequent year of employment.

D. FORM:

The County approved personnel appraisal form will be utilized for this review process.

A. UNSATISFACTORY EVALUATION:

Any employee receiving an unsatisfactory evaluation is ineligible for a pay increase. They will be subject to appropriate disciplinary action up to, and including, dismissal.

B. APPEAL:

If an employee is not in agreement with his performance appraisal, he may request another interview with his reviewing supervisor. If an agreement is not reached, the employee may appeal in writing within five (5) work days to the next level reporting authority, i.e. department head or County Administrator or committee ~~to which the department head reports~~ for an impartial review of his service appraisal. A written decision shall then be rendered sustaining or modifying the rating to the employee within five (5) work days.

C. PERFORMANCE APPRAISAL:

Non-bargaining unit employees short of completing their six months probationary period by the start of the new fiscal year (December 1) may be eligible for a salary increase after satisfactory completion of six months probation. The department head is required to plan such an increase and receive approval during the County's regular budget process. The department head has the discretion to give the increase, however, is not required to do so.

~~Section 5.4 — EDUCATIONAL REIMBURSEMENT~~

~~Qualified employees of the County and/or its elected offices may be eligible to apply for and receive up to a maximum of fifty percent (50%) reimbursement for qualified educational expenses. For purposes of this policy, "qualified educational expenses" include only the cost of the employee's tuition and required books for up to one (1) educational or training course per semester or quarter toward the employee's undergraduate or graduate degree. The course work must be directly related to the employee's job functions or proposed job functions.~~

~~To be eligible for educational reimbursement pursuant to this policy, the employee must be a full-time, active employee of the County and/or a County elected office who has completed at least one (1) year of continuous service immediately prior to the start of the course for which the employee is seeking reimbursement. For purposes of this policy, "full-time active employee" means an employee who is regularly scheduled to work a minimum of 37.5 or more hours per week and who is not on a leave of absence at the time of taking the course.~~

~~An employee's eligibility shall cease upon notice of termination of employment. No educational reimbursements will be made to former employees, to employees who have given notice of resignation, or who have been notified that they will be involuntarily terminated. This includes situations in which approval of such reimbursement was previously provided and/or the course was satisfactorily completed prior to the date of termination of employment.~~

~~An employee shall not be eligible to receive educational reimbursement from the County if the employee receives educational reimbursement from a third party (e.g., veterans' tuition assistance). If an employee receives educational reimbursement from the County and a third party, the employee shall promptly return all educational reimbursement payments received from the County. Failure to do so may result in disciplinary action up to and including termination of employment.~~

~~To qualify for educational reimbursement, the employee must seek approval in writing in advance from (a) the employee's department head/elected official and (b) the HR/Administration Committee Chairman or Chairman of the County Board. When educational reimbursement is approved by the employee's department head/elected official, the employee must submit a signed educational reimbursement agreement to the Office of Administrative Services no less than thirty (30) calendar days and no more than six (6) months prior to the start of the course. Failure to timely provide a completed, signed educational reimbursement agreement to the Office of Administrative Services may result in denial of the educational reimbursement.~~

CHAPTER VI PAID AND UNPAID LEAVES

Section 6.1 VACATIONS:

All regular full-time employees are eligible for paid vacation benefits. The length of eligible service is calculated on the employee's date of hire. Eligible employees shall earn vacation time in accordance with the following schedule:

- 0-6 Years of Service 10 paid vacation days
- 7-14 Years of Service 15 paid vacation days (the first day of the month following the employee's completion of their 6th Anniversary).
- 15 or More Years of Service 20 paid vacation days (the first day of the month following the employee's completion of their 14th Anniversary).

Vacation accrual is earned and credited at the conclusion of each month, as outlined in the following table:

YEARS OF SERVICE	DISTRIBUTION AT BEGINNING FIRST OF MONTH	ANNUAL TOTAL
0-6 years	6.25 hours or .83 days	10 days (75 hours)
7-14 years	9.375 hours or 1.25 days	15 days (112.5 hours)
15 or more years	12.5 hours or 1.67 days	20 days (150 hours)

A. VACATION AVAILABILITY: This vacation will be available to all employees as earned with distribution at the end of each month. Part-time employees working a minimum of one thousand forty (1,040) hours annually, twenty (20) hours per week, shall be entitled to vacation time on a pro rata basis.

B. VACATION SCHEDULES: Vacations will be scheduled with prime consideration given to the efficient operation of each department. While employee's requests will be honored whenever possible, final approval must be given by the department head, or County Administrator appropriate County committee chairperson to provide continuity of operations.

C. MAXIMUM ACCUMULATION: Employees shall be allowed to carry over from month to month no more than one-and-one half (1 ½) times an employee's annual accrual rate. For example, a second (2nd) year employee can carry over no more than fifteen (15) days of vacation leave from one month to the next.

D. VACATION/COMPENSATORY TIME PAYMENT UPON TERMINATION OF EMPLOYMENT:

Any employee leaving the County in good standing shall be compensated for vacation leave and compensatory time earned and unused at the date of termination of employment, at the employee's current pay rate.

E. HOLIDAYS DURING VACATION LEAVE: Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

For active employees, no salary payment shall be made in lieu of vacation not taken on a yearly basis.

Section 6.2 SICK/PERSONAL DAYS:

The personnel policy regarding sick leave and personal leave for Kendall County employees stipulate that:

A. Sick leave and personal leave are one and the same during the year they are earned. Unused sick/personal leave is carried over each year as accrued sick leave (not personal leave) and may be accumulated to a sum not to exceed two hundred forty (240) days. Upon termination with the County, the employee is not entitled to additional compensation for any unused sick/personal days in the current year or any accrued sick days from prior years.

Retiring IMRF members, 55 years and older, qualify for a maximum of one year of additional pension service credit for unpaid, unused sick leave accumulated at the rate of one month for every 20 days of unpaid, unused sick leave or fraction thereof.

B. All full-time County employees are granted twelve days of sick/personal leave on the first day of the fiscal year (December 1). Permanent part-time County employees earn sick/personal leave proportionate to their average number of hours worked per month.

Beginning December 1, 1999 new full-time employees will be granted sick/personal days as follows:

<u>Commencing Work</u>	<u>Days</u>
Dec., Jan., Feb.	12
March, April, May	9
June, July, August	6
Sept., Oct., Nov.	3

C. Each County employee has the option of trading up to twelve days of their current annual unused sick/personal leave benefit for one fourth (1/4) of their daily pay rate of the year of accrual. Application for this trade must be made in writing no later than October 31 of each fiscal year. Employees wishing to trade their unused sick/personal leave days must request this in writing from their immediate supervisor who will then submit this request to the County Administrator department head/elected official/County committee chairperson. That individual will certify the number of days which they are entitled to trade and submit this information in writing to the County Treasurer's office. If sick/personal days are taken after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve days for sick/personal. Employees are not eligible to receive the sick/personal day payback before their six (6) month probationary period has been successfully completed.

D. Banked sick leave may only be used for an employee's illness. Sick leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, or when there is an illness in the employee's family (i.e., spouse, child (birth, adopted step) or parent. A maximum of twelve (12) sick days may be used when there is an illness in the

jury duty pay will be written over to the County for the portion of the day normally worked by a part-time employee. Mileage will not be paid for those employees working at the Government Center unless called by a court outside Kendall County. Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours.

Section 6.6 FAMILY MEDICAL LEAVE (FMLA) POLICY: The Family and Medical Leave Act (FMLA, 1993) mandates a maximum of twelve (12) weeks of unpaid leave to eligible employees under certain circumstances.

A. FMLA EFFECTIVE CONDITIONS

1. The arrival of a new child by birth, adoption or foster care placement for the purpose of bonding. If the biological, adoptive, or foster parent(s), the step parent, legal guardian(s) or parent(s) in loco parentis are both employees, the total combined leave is twelve (12) weeks, not twenty-four (24) weeks. This right to a “bonding” leave expires twelve (12) months from birth or placement for adoption or foster care.

2. The care of a child, parent or spouse who has a serious health condition if it is medically determined that the care given by an employee is necessary. The term “parent” does not include in-laws for the purpose of this policy. For purpose of these care-giving leaves, the child, parent or spouse must be either: (a) an overnight in-hospital patient; (b) in a hospice; (c) in a nursing home; (d) absent from work or school for more than three (3) days; (e) require active assistance with daily life activities; (f) be under continuing treatment by, or supervision of a health care provider; or (g) have either an incurable condition or one that if not cared for, would cause incapacity for more than three (3) days. The care-giving twelve (12) week leave is available to each of the employee parents of the child or the employee child of the parent.

3. An employee’s serious health condition, including (a) work related and non-work related illnesses or accidents, involving overnight in-hospital care, or (b) an absence from work for more than three (3) work days due to the need for continuing treatment by a health care provider and supported by a medical certification that states the employee cannot perform the essential function(s) of the position.

B. ELIGIBILITY:

To qualify for a FMLA leave, an employee must have accumulated twelve (12) months of employment by the date the requested leave is to start and must have worked one thousand two hundred and fifty (1,250) hours during the prior twelve (12) months. If an employee meets these qualifications, an employee will receive 12 weeks of leave in the 12-month period measured forward from the date an employee’s first FMLA leave begins.

C. NOTIFICATION REQUIREMENTS

1. The request for FMLA leave should be submitted in writing to the department head of the department in which the employee works. If a department head is requesting FMLA leave, then ~~the request for leave should be submitted in writing to their immediate supervisor. appropriate committee chairman shall be the deciding authority.~~

CHAPTER VII DISCIPLINARY AND SEPARATION ACTION

- A. Causing damage to public property or waste of County supplies through negligence or willful misconduct, or failure to take reasonable care of County property;
- B. Absence from scheduled work without prior authorization;
- C. Claiming sick leave under false pretenses;
- D. Absence without leave for a period of three (3) days (an involuntary resignation), or a failure to report after leave of absence has expired or has been disapproved, revoked, or canceled by the employee's superior;
- E. Work history shows excessive or chronic absenteeism. Excessive or chronic absenteeism shall be defined as any absence from work that is not otherwise accounted for with the use of approved vacation, sick/person leave, bereavement leave, jury duty, Family Medical Leave, IMRF Disability Leave, military leave or a general leave of absence;
- F. Any other reason as determined by the employee's supervisor, department head or County Board member.

These grounds for discipline DO NOT constitute an exhaustive list of all the acts which will subject an employee to disciplinary action. No set of rules can cover all situations. The County reserves the right to discipline and discharge employees for unacceptable conduct other than those prescribed herein.

With respect to all employees, it is the policy of the County to apply progressive discipline in the forms prescribed below where appropriate. The County may forego lesser forms of discipline and proceed immediately to dismissal depending upon the nature of the employee's conduct.

In general, any action or attitude which adversely affects job performance or the reputation of Kendall County government may be cause of disciplinary action.

The following is a recommended procedure for employee discipline consistent with legal guidelines and good personnel management, and which may be utilized unless otherwise provided by Statute. While a system of progressive discipline may be followed, it is not always appropriate that each step be completed before moving to the next level or that any step be taken prior to discharge.

1. Documented Verbal Reprimand: The immediate supervisor may give a verbal reprimand and explanation to the employee of which he did wrong and why it is important that the episode not be repeated. The immediate supervisor will then make a short written record of their conversation. The supervisor and employee will both initial the written record, and both will retain a copy of it. This record will become part of the employee's departmental and County personnel file only if the conduct or performance did not become satisfactory after 90 days have elapsed.

2. Written Reprimand: If the employee continues to have difficulties in the same areas, or if the violation or infraction warrants, the immediate supervisor may prepare a written warning which contains a statement as to the date and nature of the infraction, and any other pertinent data including corrective measures to be taken. This record will be retained in the employee's personnel file.

3. Disciplinary Probations: Repetition of conduct otherwise meriting a lesser form of discipline, or commission of more serious misconduct, may result in an employee

being placed on probation for a period of from one to three months. This may be done simultaneously with or following a written reprimand.

4. Suspension: The department head may use suspension as a disciplinary action. The department head may order an employee absent from duties with or without pay for a period not to exceed 30 calendar days, only if there is evidence or reasonable suspicion that serious offense has been committed against the County or another employee. Prior to suspension, the department head must inform the employee in writing of the charges against him and the basis thereof allowing the employee to give his side of the story. However, if the presence of the employee poses a continuing threat or disruption to the department, the department head may order the suspension without notice. The department head shall, within 24 hours of such action, prepare a memorandum stating the grounds for such action, and submit it to the suspended employee, and the County Administrator ~~departmental committee chairperson~~. Such memorandum shall be held confidential.

Dismissal: Since all employees are at-will, the County retains the right to dismissal and that remains the right of the department head or elected official.

5. Removal of Department Heads: Department heads serve at the pleasure of the County Board. A department head may be removed by a majority vote of the members present at any regular or special meeting of the County Board. In situations where the County Board Chairman deems it necessary, the County Board Chairman shall have the power to order the immediate suspension of the department head with pay until acted upon by the Board. In such cases, the Board shall act on the suspension within ten days voting either to remove permanently or reinstate the department head. In cases of urgency, the County Board Chairman or in his/her absence, the County Board Vice Chairman, County Administrator and the State's Attorney will have the authority to terminate a department head.