## KENDALL COUNTY BOARD AGENDA SPECIAL MEETING

## Kendall County Office Building, Rooms 209 & 210 November 25, 2019 at 6:00 p.m.

- 1. Call to Order
- 2. Roll Call
- 3. Determination of a Quorum
- 4. Approval of Agenda
- 5. Special Recognition
- 6. Public Comment
- 7. Old Business
- 8. New Business
  - A. Approval of a Resolution Declaring December 2019 as Kendall County Food Pantry Awareness Month
- 9. Standing Committee Reports
  - A. Finance
    - 1. Approve claims in an amount not to exceed \$ 1,547,807.23
    - 2. Approval of Kendall County Fiscal Year 2019-2020 Combined Budgets and Appropriations Ordinance for all funds with revenues and transfers-in in an amount not to exceed \$75,000,000. and expenditures and transfers-out not to exceed \$86,000,000.
  - B. Administration
    - 1. Approval of an Intergovernmental Agreement for Administrative, Treasury, and Employee Benefits Administration Services Between Kendall County and KenCom
    - 2. Approval of an Intergovernmental Agreement for Technology Support Services Between Kendall County and KenCom
    - 3. Approval of a Memorandum of Understanding Between Waubonsee Community College Corporate Training and Kendall County Government in an Amount not to Exceed \$4,200 for the Development of a 2020 Strategic Plan
- 10. Special Committee Reports
  - A. Housing Authority
- 11. Other Business
- 12. Chairman's Report
- 13. Public Comment
- 14. Questions from the Press
- 15. Executive Session
- 16. Adjournment

## A RESOLUTION DECLARING DECEMBER 2019 AS KENDALL COUNTY FOOD PANTRY AWARENESS MONTH

Resol	lution	No.	

WHEREAS, the problem of hunger is a world-wide problem; and
WHEREAS, the problem of hunger exists within Kendall County, Illinois; and
<b>WHEREAS</b> , the Kendall County Food Pantry was established in 1983, in order to provide food to residents of Kendall County that are unable to afford to purchase food for their families; and
WHEREAS, the Kendall County Food Pantry is operated by a volunteer staff, with no paid employees; and
<b>WHEREAS</b> , over fifty thousand families, consisting of over one hundred thousand people have been served by the Kendall County Food Pantry since its inception, and within the last year, the Kendall County Food Pantry has served over seven thousand families; and
<b>WHEREAS</b> , while national concerns and world-wide problems concern all Americans, the problem of hunger and inadequate food for local citizens of Kendall County remains and it is the right and obligation of all citizens of Kendall County to help alleviate hunger on a local basis; and
<b>WHEREAS</b> , it is the intention of the Kendall County Board to increase the awareness of Kendall County residents to the existence of the Kendall County Food Pantry, to recognize and support the Kendall County Food Pantry and its volunteers, and further to encourage the donation of food to the Kendall County Food Pantry by all residents of Kendall County that are able to contribute to said cause;
<b>BE IT HEREBY RESOLVED</b> The Kendall County Board does hereby declare that December 2019 shall be "Kendall County Food Pantry Month".
<b>BE IT FURTHER RESOLVED</b> that all residents of Kendall County are asked to contribute non-perishable food items or make a monetary donation to the Kendall County Food Pantry.
<b>BE IT FURTHER RESOLVED</b> that residents of Kendall County may donate items at the Kendall County Courthouse, Public Safety Center, Health and Human Services Building, County Highway Building or County Office Building during normal business hours.
Passed and adopted by the County Board of Kendall County, Illinois this day of 2019.
Scott R. Gryder, Kendall County Board Chairman
ATTEST:
Debbie Gillette, Kendall County Clerk & Recorder



# Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: May 6, 2019 and November 20, 2019

Amount: varying

**Budget**:

Issue: Approval of Intergovernmental Agreement for Administrative Treasury & Employee Benefits Administration Services with Kencom

Approval of Intergovernmental Agreement between Kendall County & Kencom for Technology Support

Services

#### **Background and Discussion:**

Mr. Koeppel explained that the Treasury and Employee Benefits Agreement has been updated to reflect how we currently operate. The original agreement was before Kencom became their own entity so we removed the handbook reference and worker's comp and we changed the health benefits to the Treasurer's Office. It's a two-year agreement then auto renews for a year after that and has a 120 day out. After a review by the State's Attorney Office it was decided to separate the Treasury and Administration Agreement from the Technology Support Services Agreement because the scope of technology services have grown. The Treasury Agreement should be passed first. Some things of note, the ink and toner services remain in the agreement. The biggest change is the increase the money because staff has to get training on the new phone system to provide support. With regard to the payments, the monthly payment of \$3500 will start within 30 days of the agreement being signed with a 3% increase every year which will start on December 1st of this year. The amount will total about \$93,000 a year. This agreement is two years initially then there is a one-year notice clause because we are relying on these payments for staff salaries.

#### **Committee Action:**

May 6, 2019 Treasury Agreement - Motion made by Member Gryder second by Member Vickers. With five members voting aye, the agreement was approved. Nov. 20. 2019 Technology Services Agreement - Motion made by Member Vickers, second by Member Prochaska. With all members present voting aye the motion carried.

#### **Staff Recommendation:**

Staff recommends approval of both agreements

Prepared by: Mera Johnson - Risk Management & Compliance Coordinator

**Department**: Administration **Date**: November 22, 2019

#### INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE, TREASURY AND EMPLOYEE BENEFITS ADMINISTRATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE,
TREASURY AND EMPLOYEE BENEFITS ADMINISTRATION SERVICES ("the
Agreement") is by and between the County of Kendall, a unit of local government of the State of
Illinois ("Kendall County"), Jill Ferko, in her official capacity as Kendall County Treasurer
("Treasurer") and the Kendall County Emergency Telephone Systems Board ("KenCom").

#### WITNESSETH:

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

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

WHEREAS, the Treasurer is a county officer within the meaning of Article VII, Section 4 of the Illinois Constitution of 1970 who is authorized to act as treasurer of any unit of local government in her county when requested by any such unit; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided

that the unit of local government contracting with Kendall County has authority to perform the service; and

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

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

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

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

- 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
- 2. Kendall County, the Treasurer and KenCom hereby agree to waive the advance notice requirements set forth in the First IGA and hereby agree to terminate the First IGA effective immediately.
- 3. Effective immediately, Kendall County agrees to provide the following administrative services to KenCom, including:
  - a. To list KenCom as an additional insured on Kendall County's current insurance plan, which shall provide coverage for (a) employer's comprehensive general liability insurance for both personal injury and property damage; (b) comprehensive business automobile liability insurance; and (c) excess liability insurance. Nothing in this Agreement shall prevent KenCom from obtaining its own insurance coverage or insurance coverage in excess of what is already provided under Kendall County's insurance plans.
  - b. To permit KenCom employees to maintain coverage under Kendall County's health and dental insurance plans and other employee benefit plans that Kendall County offers to Kendall County employees.
  - c. To provide facilities maintenance services as set forth in the Lease
     Agreement executed by Kendall County and KenCom.
  - d. To provide technical assistance to KenCom's facilities management issues.

- f. To forward all complaints received about KenCom's personnel and/or operations to KenCom for KenCom's review and processing.
- g. To perform special facilities and/or other administrative service projects as requested by KenCom and approved by Kendall County.
- 4. The Treasurer and/or her designees agree to provide the following treasury and employee benefits administration services to KenCom:
  - a. To conduct payroll services for KenCom employees.
  - b. To maintain all accounts payable and accounts receivable for KenCom.
  - c. To receive and safely keep the revenues and other public monies of KenCom and disburse the same.
    - d. To deposit, invest and distribute monies on behalf of KenCom.
  - e. To preserve accounting and financial records for KenCom's revenues and expenses, which come into the possession of the Treasurer.
  - f. To prepare and maintain administrative records regarding KenCom and its employees' health and dental insurance coverage and other employee benefits coverage under Kendall County's applicable insurance policies and employee benefits programs.
  - g. To assist KenCom and its employees with health and dental insurance administration questions, other employee benefits administration questions, and KenCom's annual open enrollment.
    - h. Any other duties as agreed to in writing by the Treasurer and KenCom.
- 5. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to promptly reimburse the Treasurer and Kendall County for expenses that the Treasurer and/or Kendall County incur on KenCom's behalf (other than toner

and printer paper) while performing the administrative, treasury and employee benefits administration services set forth above in this intergovernmental agreement. KenCom agrees that such expenses expressly include all deductibles incurred for KenCom's claims under the insurance policies maintained by Kendall County. KenCom agrees to reimburse the Treasurer and Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from the Treasurer and/or Kendall County. Treasurer and Kendall County agree to notify KenCom prior to incurring any billable expense, except in the event of an emergency in which case the Treasurer and Kendall County agree to notify KenCom about the billable expense as soon as practicable. The parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth above in this Agreement.

- 6. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at anytime by providing one-hundred-twenty (120) calendar days' advance written notice to all other parties.
- 7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
- 8. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required

or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board

111 W. Fox Street

Yorkville, Illinois 60560

With copy to:

Kendall County State's Attorney

807 John Street

Yorkville, Illinois, 60560

If to the Treasurer: Kendall County Treasurer

111 W. Fox Street

Yorkville, Illinois 60560

With copy to:

Kendall County State's Attorney

807 John Street

Yorkville, Illinois 60560

If to KenCom: Chair of the Kendall County Emergency Telephone

Systems Board 1102 Cornell Lane

Yorkville, Illinois 60560

Chair of Finance Committee Kendall County ETSB

1102 Cornell Lane

Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such

modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 10. This Agreement represents the entire agreement between the parties as it relates to administrative, treasury and employee benefits administration services to be performed by Kendall County and the Treasurer, and there are no other promises or conditions in any other agreement whether oral or written related to the administrative, treasury and employee benefits administration services to be provided by Kendall County and the Treasurer to KenCom. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties as it relates to administrative, treasury and employee benefits administration services and may not be further modified except in writing.
- 11. Kendall County, the Treasurer and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

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

County of Kendall, Illinois			Kendall County Emergency Telephone Systems Board
By:		By:	
J	Chair, Kendall County Board	•	Chair, KenCom Executive Board
	Attest:		Attest:
	County Clerk		Secretary

<b>Kendall County Treasurer</b>					
By:					
J	Kendall County Treasurer				
	Attest:				
	County Clerk				

## INTERGOVERNMENTAL AGREEMENT FOR TECHNOLOGY SUPPORT SERVICES

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

#### WITNESSETH:

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

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

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

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

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

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

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

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

- 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
- 2. Kendall County agrees to provide the following technology support services to KenCom pursuant to the terms of this Agreement, including:
  - a. To provide operation and maintenance of copy, fax and scanning equipment.
  - b. To provide operation and troubleshooting assistance for KenCom's networked printers and computers;
  - c. To supply toner (ink) and paper to KenCom network printers that are acquired through Kendall County;
  - d. To provide operation and maintenance of all KenCom PCs, Servers, Software, Network, Phones, and all other technology systems, provided, however, KenCom shall be responsible for the purchasing of all such equipment (with the exception of paper and toner).
  - e. To permit Kendall County Technology Services Department staff to attend training for technology systems owned by KenCom, provided KenCom and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.
  - f. To provide the technology support services outlined in Paragraphs 2a-f above for KenCom's special service projects, when requested by KenCom. KenCom agrees to provide Kendall County with at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.

- g. Kendall County will adhere to all LEADS policies and procedures and ensure that all employees performing services for KenCom will maintain a current leads certification.
- 3. As consideration for the services to be performed pursuant to the terms of this Agreement, KenCom agrees to the following:
  - a. To pay to Kendall County a base monthly amount of \$7,500.00 within thirty (30) days after execution of this Agreement for technology support services performed by Kendall County. Each year thereafter, KenCom shall pay to Kendall County the base monthly amount of \$7,500.00 plus an annual increase of three percent (3%) to be calculated and added to the amount as reimbursement for Kendall County's costs and services. The annual increase shall occur on December 1<sup>st</sup> or each year starting December 1<sup>st</sup> 2019. This three percent (3%) annual increase shall be cumulative.
  - b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about KenCom's technology systems, provided the training and associated travel expenses are pre-approved by KenCom and Kendall County. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County.
  - c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on KenCom's behalf (except toner and printer paper) while performing the technology support services set forth above in this intergovernmental agreement. KenCom agrees to reimburse Kendall County for such expenses within thirty (30) calendar days of receipt of an invoice from Kendall County. Kendall County agrees to notify KenCom prior to incurring any billable expense, except in the event of an

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

- d. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this this Agreement, the parties agree that KenCom shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.
- 4. To maintain the security and confidentiality of Kendall County's, KenCom's and other KenCom members' records defined as "confidential information", the parties agree to the following:
  - a. For the purposes of this agreement, "confidential information" includes all records maintained and stored for KenCom's Emergency Call Handling Telephone Equipment, all records maintained and stored on KenCom's servers to include, but not limited to, CAD (Computer Aided Dispatch) System, RMS (Records Management Systems), Mobile, GIS, Security and Reporting Servers, all records maintained and stored on administrative computers, all records maintained and stored on KenCom's Print File Server (Administrative Server), all records maintained and stored on KenCom's logging recorder and server, all KenCom email correspondence, all LEADS records, and calls for service that are heard or observed from the dispatch center.
  - b. To the extent permitted by law, if Kendall County is granted access to KenCom's records (and the data contained in these records) in order to perform the technology services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of

KenCom.

- c. To the extent permitted by law, if Kendall County is granted access to any law enforcement agency's records (and the data contained in these records) on KenCom's server(s) in order to perform the technology services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity (including, but not limited to, any other KenCom member) without the prior written approval of the applicable law enforcement agency.
- d. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request should forward the request to the applicable party who shall respond to the request for their records. To the extent permitted by law, Kendall County shall not release any of KenCom's records to a third party without the prior written approval of KenCom or as required pursuant to court order.
- e. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of KenCom's records.
- 5. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement after the initial term by providing at least three hundred thirty-five (335) calendar days advance written notice to all other parties of the then current term.
- 6. Kendall County acknowledges and agrees that disclosure of any confidential information in violation of Paragraph 4 of this Agreement will result in irreparable harm to

KenCom. Accordingly, in the event of a breach of Paragraph 4 of this Agreement by Kendall

County, in addition to any other remedy that KenCom may have at law, KenCom shall be

entitled to injunctive relief to specifically enforce Paragraph 4 of this Agreement, provided

KenCom has provided Kendall County with at least seven (7) calendar days advance written

notice so that Kendall County has an opportunity to cure said breach.

7. This Agreement and the rights of the parties hereunder may not be assigned

(except by operation of law), and the terms and conditions of this Agreement shall inure to the

benefit of and be binding upon the respective successors and assigns of the parties hereto.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than

the parties and their respective successors and assigns, any rights, remedies, obligations or

liabilities under or by reason of such agreements.

8. Any notice required or permitted to be given pursuant to this Agreement shall be

duly given if sent by certified mail, or courier service and received. As such, all notices required

or permitted hereunder shall be in writing and may be given by depositing the same in the United

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

receipt requested.

*If to the County:* Chairman of the Kendall County Board

111 W. Fox Street

Yorkville, Illinois 60560

With copy to:

Kendall County State's Attorney

807 John Street

Yorkville, Illinois, 60560

If to KenCom: Chair of the Kendall County Emergency Telephone

Systems Board

1100 Cornell Lane

Yorkville, Illinois 60560

18

Chair of Finance Committee Kendall County ETSB 1100 Cornell Lane

Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 10. This Agreement represents the entire agreement between the parties as it relates to technology support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the technology support services to be provided by Kendall County to KenCom. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to technology support services and may not be further modified except in writing.
- 11. Kendall County and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

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

County of Kendall, Illinois			Kendall County Emergency Telephone Systems Board
Ву:	Chair, Kendall County Board	_ By:	Chair, KenCom Executive Board
	Attest:		Attest:
	County Clerk	_	Secretary



# Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: November 20, 2019

**Amount**: \$4200

Budget: County Board - Misc Acct - 010-2-032-6199

Issue: Discussion and Approval of MOU between Waubonsee Community College and Kendall County for Strategic

Planning in the amount of \$4200

#### **Background and Discussion:**

Mr. Koeppel presented an MOU from Waubonsee Community College for a Strategic Plan for the County Board and Elected Officials in Kendall County. It is important to provide the public and staff with guidance on the policy direction and initiatives that the Board and Elected Offices have. This helps with planning and budgeting. If approved there will be an initial process with staff updating the plan after each election cycle to reflect the direction of the County Board. A copy of Waubonsee's plan is attached. The cost of this process is well below market value and it is beneficial to the County to work with a local community partner.

#### **Committee Action:**

Motion made by Member Vickers, second by Member Gengler to approve the MOU and send to the County Board for approval. With all members present voting aye the motion carried.

#### **Staff Recommendation:**

Staff recommends approval.

Prepared by: Mera Johnson - Risk Management and Compliance Coordinator

**Department**: Administration **Date**: November 22, 2019

#### MEMORANDUM OF UNDERSTANDING BETWEEN

#### WAUBONSEE COMMUNITY COLLEGE CORPORATE TRAINING

#### **AND**

#### KENDALL COUNTY GOVERNMENT

Contract Number: 202		2019-10-05		Date:		10.29.19
<b>Training:</b>	Strategic planning		Max # Par	ticipants:	30 per session	
Dates:	Jan	January-May 2020 (or preferred timeline)				
Times:	Spe	Specific dates/times TBD				
Trainer(s):	Dr.	Dr. Jamal Scott Spanish?		Y/N: N	Translator? Y/N: N	
<b>Location:</b>	Ken	Kendall Co. government offices, 111 W. Fox, Yorkville (or alternate location as needed)				
<b>Contract Terms:</b>	Number of Sessions: 6 or more Time Investment: 14 hours Materials Included: Strategic plan					
Cost:	\$	\$4,200 investment based on 14 hour, 6-step development process as outline in the proposal				
<b>Company Contac</b>	t:	Scott Koeppel	Dep	art. Rep:	Elizabeth Moe Garcia	
Phone #:	6	530.553.4142	Ema	il:	skoeppel@	co.kendall.il.us

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

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

<b>Kendall County Representative</b>	Date	
Heidi Vicino, Corporate Sales Manager Corporate Training	Date	





Corporate Training

# Kendall County Government Scott Koeppel, County Administrator 630.553.4142 Training Proposal

Today's Date: October 29, 2019

**Training description:** 2020 Strategic Plan Development

**Training Solution:** Dr. Jamal Scott, Vice President of Strategic Development for Waubonsee

Community College and Corporate training staff to work with Kendall County Board members and staff to build the 2020 Kendall County Government strategic

plan. Proposed process as follows:

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

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

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

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

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

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

**Location of training:** County Board/staff meetings at Kendall County Government offices, 111 W. Fox

Street, Yorkville, IL, 60560

Additional offsite work at Waubonsee Community College/Sugar Grove and

downtown Aurora campuses

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

availability.

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

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

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

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

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

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

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

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

and WCC

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

Outcomes: Completed 2020 strategic plan containing vision statement, 4-6 identified

strategic priorities, and assigned action items for each priority. See following

examples:

<a href="https://www.waubonsee.edu/sites/default/files/docs/2019-">https://www.waubonsee.edu/sites/default/files/docs/2019-</a>

08/StrategicPlanBrochure-20\_22\_Web.pdf

https://northaurora.org/strategicplan.aspx

https://www.dupageco.org/StrategicPlan/

Kendall County will vote on strategic plan, implement, and review/update as

needed in 2021 and beyond.

**Total Investment:** \$4,200: investment reflective of 14 hour process including meetings with County

Board members, County Board staff, drafting and editing of plan, and

presentation to County Board.

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

For additional information or questions please contact:

Elizabeth Moe Garcia I Corporate Account Representative I Corporate Training I Waubonsee Community College I (630) 906-4180