

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, June 6, 2023, at 6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
 - A. Resolution Celebrating Pride Month
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from May 2, 2023
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,602,486.36
 - D. Approval of template IGA for GIS Shared Services
 - E. Approval of grant agreement no 322416 between Illinois Criminal Justice Information Authority and Kendall County
 - F. Approval of a Fee Agreement between The Horton Group, Inc. and Kendall County, Illinois effective July 1, 2023 through June 30, 2024 in an amount not to exceed \$3,693/month with the option to extend for two additional years at 3% increase per year
 - G. Approve the Reaccreditation Contract with American Correctional Association for \$10,000
10. Old Business
11. New Business
 - A. Approval of FY23 Budget – Human Resources Department
12. Standing Committee Reports
 - A. Facilities
 1. County Office Building Campus Project Update
 - B. Economic Development & Administration
 2. Approval of Kendall County Animal Control Standard Operating Procedures
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report
 - Appointment
Richard Whitfield (replacing Matt Kellogg) – Farmland Review Committee
Dr. Karin Gustafson-Williams – Board of Health – 3 year term – Expires June 2026
17. Public Comment
18. Questions from the Press
19. Executive Session
20. Adjournment

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

COUNTY OF KENDALL, ILLINOIS
Resolution 23-_____

RESOLUTION CELEBRATING PRIDE MONTH

WHEREAS, the County of Kendall, Illinois (“the County”) welcomes and encourages diversity and inclusion within our community; and

WHEREAS, the County denounces prejudice and discrimination based on gender identity, gender expression, age, sexual orientation, race, color, religion, marital status, national origin, disability, and/or any other classification protected under federal and state law; and

WHEREAS, in June 1999, U.S. President Bill Clinton declared every June in America as “Pride Month” in recognition of the Stonewall Inn demonstrations in New York City, which began on June 28, 1969, and are credited as a catalyst for the national civil rights movement; and

WHEREAS, the United States’ annual celebration of Pride Month is intended to encourage diversity, inclusion, and kindness; and

WHEREAS, it is imperative that people in our community, regardless of sexual orientation, gender identity, and gender expression feel valued, safe, and supported by their peers, family, friends, and communities without fear of unlawful discrimination and/or harassment; and

NOW, THEREFORE, BE IT RESOLVED, the Kendall County Board does hereby celebrate Pride Month during the month of June; and

BE IT FURTHER RESOLVED, in the spirit of Pride Month, the Kendall County Board also encourages all residents to celebrate our diverse community and to continue building a culture of inclusiveness and kindness during this month and every month.

Approved this 3rd day of June, 2023.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder



**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
May 2, 2023**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, May 2, 2023, at 6:03 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol (6:05pm), Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None

The Clerk reported to the Chairman that a quorum was present to conduct business.

PLEDGE OF ALLEGIANCE

Member Gengler led the Pledge of Allegiance.

INVOCATION

Member Rodriguez gave the invocation.

THE AGENDA

Member DeBolt moved to approve the agenda. Member Rodriguez seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Jennifer Stein

Member DeBolt moved to approve the resolution honoring Jennifer Stein. Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-28 is available in the Office of the County Clerk.

Akshay Manikandan

Murphy Junior High School – 2023 Grundy Kendall Regional Office of Education Spelling Bee Champion was honored for his achievement.

Sam Humpage

Yorkville Middle School – 2023 Grundy Kendall Regional Office of Education Spelling Bee Runner Up was honored for his achievement.

Historic Preservation Month

Member Flowers moved to approve the proclamation declaring May Historic Preservation Month in Kendall County. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 23-17 is available in the Office of the County Clerk.

Asian Pacific American Heritage Month

Member Shanley moved to approve the resolution honoring Asian Pacific American Heritage Month. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-29 is available in the Office of the County Clerk.

PUBLIC COMMENT

Todd Milliron spoke about the County Board terms of office.

Margaret Sheehan spoke about Elections.

CONSENT AGENDA

Member Shanley moved to approve the consent agenda, moving item J to Finance #2

A. Approval of County Board Minutes from April 5, 2023

B. Standing Committee Minutes Approval

C. Approval of Claims in an amount not to exceed \$1,537,774.21

D. Approval of the Low bid from Truck Centers, Inc. in the amount of \$126,047 for the purchase of a tandem axle cab & chassis

E. Approval of Budget Revision to increase Human Resources Generalist Position from one to two with a salary range of \$55,000 to \$65,000.

F. Approval of the 2022 Certified Local Government Annual Report

G. Approval of a resolution updating the Connect Kendall County Commission (CKCC)

H. Recommendation to promote Brad Hanna from Maintenance I Technician to Maintenance II Technician Retroactive to April 1, 2023

I. Approval of a proposal from the Helm Group not-to-exceed \$45,100 via a public sector purchasing cooperative for the replacement of Air Conditioning equipment for Kendall County's Main Server Room located in the Health & Human Services building.

J. Approval of the funds to cover half of the purchase of a Livescan fingerprint machine for the Kendall County Courthouse totaling \$16,961. The total cost of the Livescan machine is \$33,922.

Member Koukol seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$370.43; ANML CNTRL WRDN \$6,291.30; ASSMT \$526.68; CIR CT CLK \$3,546.00; CIR CRT JDG \$18,085.97; CMB CRT SRV \$21,464.00; CORONR \$1,021.00; CORR \$34,758.39; CNTY BRD \$638,888.21; CNTY CLK \$1,438.48; HIGHWY \$428,367.86; CNTY TRSR \$5,518.53; ELECTION \$556.99; FCLT MGMT \$17,612.97; GIS COORD \$42.13; HLTH & HMN SRV \$223,276.02; JURY \$2,081.60; PBZ PLNNR \$967.29; PBZ \$1,268.92; PRSD JDGE \$400.00; PROB SPVSR \$3,169.67; PUB DFNDR \$1,356.63; SHRF \$9,004.58; ST ATTY \$3,905.08; TECH \$17,236.34; UTIL \$27,439.04; VET \$2,000.00; FP \$15,377.77; SHF \$23,202.58; SHF \$27,599.75; ST ATTY \$1,000.00.

G.) A complete copy of Resolution 23-30 is available in the Office of the County Clerk.

I.) A complete copy of IGAM 23-18 is available in the Office of the County Clerk.

NEW BUSINESS

Liquor Control Ordinance

Member Koukol moved to approve the Kendall County Liquor Control Commission Ordinance Increasing the Number of Class H Licenses. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinances 23-11 and 23-12 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

HR & Insurance

Senior Citizen Social Services Levy

Member Rodriguez moved to approve a Resolution Establishing Distribution of Grants from the 2022 Payable 2023 Senior Citizen Social Services Levy. Member Wormley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-31 is available in the Office of the County Clerk.

Livescan

Member Flowers moved to approve the funds to cover half of the purchase of a Livescan fingerprint machine for the Kendall County Courthouse totaling \$16,961. The total cost of the Livescan machine is \$33,922. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CHAIRMAN'S REPORT

Member DeBolt moved to approve the appointment(s). Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Appointment

Jennifer Jones Sinnott (primary) – KenCom Executive Board (Village of Oswego)
Karin McCarthy-Lange (alternate) - KenCom Executive Board (Village of Oswego)
Scott Koeppl – Connect Kendall County Commission – 2 year term – Expires December 2024
Sarah Zameda – Oswego Fire Trustee – 3 year term – Expires May 2026
Rodger Long – Oswego Fire Trustee – 3 year term- Expires May 2026

Mike Perkins – Little Rock-Fox Fire District – 3 year term – Expires May 2026
Ken Holmstrom – Oswego Fire District – 3 year term – Expires May 2026
Brent Ekwinski – Yorkville-Bristol Sanitary District – 3 year term- Expires May 2026
OMA Designee – Latreese Caldwell
Brooke Shanley (2nd Alternate) – CMAP MPO Policy CMT – 2 year term – November 2024

EXECUTIVE SESSION

Member DeBolt made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting, Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Rodriguez moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 8th day of May 2023.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, May 11, 2023, at 4:00 PM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:05p.m. by County Board Chair Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Absent		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Absent		
Brooke Shanley	Absent		
Seth Wormley	Here		

With six (6) members present a quorum was established.

Staff Present: Latreese Caldwell, Jennifer Breault, Steve Curatti, Aaron Rybski, Lauren Belville, Leslie Johnson

Others Present: Ethan Kruger (WSPY)

Approval of Agenda –

Member Gengler requested an amendment for today’s agenda. Item D moved up to Item A under New Committee Business.

Member DeBolt made a motion to approve the amendment , second by Member Peterson.

With six members present voting aye, the motion carried by a vote of 6- 0.

Approval of Claims – Motion made by Member DeBolt, second by Member Gengler to forward claims to the next County Board meeting.

ROLL CALL

Matt Kellogg	Yes
Scott Gengler	Yes
Zach Bachmann	-----
Brian DeBolt	Yes
Elizabeth Flowers	-----
Dan Koukol	Yes
Jason Peterson	Yes
Ruben Rodriguez	-----
Brooke Shanley	-----
Seth Wormley	Yes

With six members present voting aye, the motion carried by a vote of 6 - 0.

New Committee Business -

- A. MOTION (Forward to CB)** Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

HR Director Leslie Johnson spoke to the committee about the LinkedIn Recruiter Lite recruiting tool for the County Administrator position. This tool will help broaden the search for potential candidates. The cost to purchase one license is \$1678.88 for a yearly subscription or \$169.00 per month for a monthly subscription.

Motion made by Member Peterson to forward to County Board, second by Member Gengler. With six members present voting aye, the motion carried by a vote or 6-0.

- B. Motion (Forward to CB):** Water Supply Ordinance

Aaron Rybski, Kendall County Health Department’s Environmental Health Director, and Lauren Bellville, Well & Septic Program Coordinator also from the Kendall County Health Department updated the committee on the community water supply program changes throughout the last couple of years. This ordinance would be in compliant with new rules and regulations.

Motion made by Member Gengler to forward to County Board, second by Member Wormley. With six members present voting aye, the motion carried by a vote or 6-0.

- C. *DISCUSSION:** Opioid Fund Applications

Staff have received applications for opioid grant funds from various departments. The committee discussed the requested amounts. Applicants were asked to fill out applications with information on how the funds will be used. The committee also discussed whether to use the opioid fund for salaries.

D. *MOTION (Forward to CB): Approval of Kendall County Title VI Statement of Policy and Program

Ms. Caldwell spoke about changes and updates made on the title VI statement of policy and program. Committee members all agreed to updates.

Motion made by Member Gengler to forward to County Board, second by Member Peterson. With six members present voting aye, the motion carried by a vote of 6-0.

Old Committee Business- None

Department Head and Elected Officials Reports – None

Public Comment – James and Carolyn Campbell spoke about their neighbors dog.

Questions from the Media – None

Chairman’s Report –

- There will possibly be a special County Board meeting on May 26 with Cordogan and Clark
- Closing of the old fire station is set for June 2nd.
- The ribbon cutting ceremony for the new Francis Klass bridge is scheduled for Wednesday May 31st at 1pm. Invites have been sent out to those who were part of the bridge project. The bridge will open to the public the following day June 1st, 2023.

Review Board Action Items –

Member Wormley suggested to remove

- Approval of Claims
- Water Supply Ordinance
- Approval of Kendall County Title VI (6) Statement of Policy and Program
- Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

Member Gengler and member Wormley made some changes to the upcoming May 16th County Board meeting draft agenda.

Executive Session – None

Adjournment – Member DeBolt made a motion to adjourn the meeting, second by Member Gengler. **With six members present voting aye, the meeting adjourned at 4:41p.m.**

Respectfully Submitted,

Nancy Villa
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT/ ADMINISTRATION COMMITTEE
Meeting Minutes for Wednesday May 17, 2023, at 5:30 p.m.

Call to Order The meeting was called to order by Committee Vice Chair Dan Koukol at 5:30pm

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Absent		
Scott Gengler	Absent		
Dan Koukol	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

Staff Present: Taylor Cosgrove, Brianna Falk, Latreese Caldwell

Approval of Agenda – Member Shanley made a motion to approve the agenda, second by Member Wormley. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

Committee Reports and Updates

- A. **Animal Control Department Update** – April 2023 Animal Control monthly update reports attached in packet.
- B. **Emergency Management Agency Update** – April 2023 EMA monthly update report attached in packet.

New Committee Business

- A. **MOTION (fwd to CB)VV:** Review, Discussion, and approval of Kendall County Animal Control Standard Operating Procedures

Animal Control director, Taylor Cosgrove, spoke about the changes and updates made to the standard operating procedures to follow current procedures. In addition to updates, animal control has added the rabies quarantine program to allow 10-day rabies quarantine if contactless kennel space and staffing allows.

Member Shanley made a motion to forward to County Board, second by Member Wormley. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

Old Committee Business – Ms. Caldwell gave a brief update on the revolving loan status.

Chairman’s Report – The committee discussed ways for better communication between committees. There are some topics that all board members should be aware of before County Board meetings. The committee agreed to bring the topic to the next Committee of the Whole meeting to discuss with all board members.

Public Comment – Amy Hunte spoke about her dog attack that occurred in February of 2023

Questions for the Media- None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board-

- Approval of the Kendall County Animal Control Standard Operating Procedures.

Adjournment – Member Wormley made a motion to adjourn, second by Member Shanley. **With 3 members present in agreement, the meeting was adjourned at 6:17p.m.**

Respectfully submitted,
Nancy Villa,
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, April 27, 2023**

Call to Order – Committee Chair Scott Gengler called the Budget and Finance Committee to order 4:02 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler (Chair)	Here		
Brian DeBolt		4:24 PM	
Matt Kellogg	Absent		
Seth Wormley	Here		
Jason Peterson	Here		

Others Present – Jennifer Breault, Leslie Johnson

Approval of Agenda – Member Wormley made a motion to approve the agenda, second by Member Peterson. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

Approval of Claims – Member Peterson made a motion to approve the claims, second by Member Wormley. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

Committee Reports and Updates – None

New Committee Business -

A.*MOTION VV: Request for monthly report from payroll for all headcount changes, job title changes, and pay rate changes.

Director of Human Resources Leslie Johnson explained that a request was made at the last HR & Insurance committee meeting to generate this report to provide internal control of budget and finance for all departments that use the County’s payroll system. The Treasurer’s office will provide a report to this committee once a month, starting in May 2023.

Member Wormley made a motion to approve a request for monthly report from payroll for all headcount changes, job title changes, and pay rate changes, second by Member Peterson. **With members three (3) present voting aye, the motion carried by a vote of 3 -0.**

B.*MOTION VV: Approval of County credit card for Leslie Johnson, Human Resources Director, \$5,000 limit.

Member Peterson made a motion to approve County credit card for Leslie Johnson, Human Resources Director, \$5,000 limit, second by Member Wormley. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

C. *MOTION (Fwd to CB) VV: Review, Discussion and Approval of Senior Tax Levy Recommendation for Senior Levy Applications

The Senior Levy applications were presented and then discussed at the last Finance and Budget committee meeting. Chair Gengler explained the committee's reasoning for the final distribution of funds to the organizations. The Senior Tax Levy request history was provided to the members and the timeline for distribution of the funds.

Member Peterson made a motion to forward to County Board the Senior Tax Levy Recommendations, second by Member Wormley. **With three (3) members present voting aye, the motion carried by a vote of 3 -0.**

D. Discussion: Opioid Settlement Status 1Q 2023 Filing

Budget and Finance Analyst Jennifer Breault provided the quarterly financial report in the packet. The quarterly reporting was \$159,925.80.

E. Discussion: Opioid Fund Applications

The various applications were provided in the packet (pgs. 5-44) that Budget and Finance Analyst Jennifer Breault has received from Kendall County departments. Discussion ensued on the various amounts requested and the breakdown of where these funds would be used. Total balance in the fund is \$242,079.87, a breakdown was provided by Jennifer, for 75%, 50%, 25% of the asking amounts by each department to the committee. If funds are allocated to the departments, they must use grant funds by the end of FY23. The recommendation by this committee is to give 75% of the ask and forward to the next Committee of the Whole for further discussion. A discussion regarding what type of training each department needs and if these trainings could be combined and coordinated by the HR department.

Member DeBolt made a motion to forward to Committee of the Whole the Opioid Fund allocation with 75% of the asking amount, second by Member Peterson. **With four (4) members present voting aye, the motion carried by a vote of 4 -0.**

F. Discussion: ARPA Treasury Reporting Status 1Q 2023 Filing

Jennifer Breault gave a brief description of the ARPA Treasury Reporting Status provided in the packet on page 45. The total spent is \$9.9M, as of March 31, 2023. The remaining funds still need to be allocated by 2024 and spent by 2026.

G. Discussion: ARPA FY23-FY24

Discussion ensued regarding the organizations asking for funds and if their projects meet the criteria for use of ARPA funding. Committee members asked Jennifer Breault to reach out to several organizations to help them find qualifying projects and get their applications completed. The committee agreed to stop the extra COVID cleaning fee at the health department in the amount of \$900-990/per month. Jennifer to reach out to the Director to inform them of this decision.

Old Committee Business – None

Public Comment – None

Executive Session – None

Items for Committee of the Whole

- Opioid Fund Applications

Action Items for the County Board

- Approval of Claims
- Approval of distribution of grants funds from the Senior Levy

Adjournment – Member Peterson made a motion to adjourn the Budget and Finance Committee meeting, second by Member DeBolt. **With four (4) members present voting aye, the meeting was adjourned at 5:07 p.m. by a vote of 4-0.**

Respectfully submitted,

Sally A. Seeger
Administrative Assistant and Recording Clerk

**INTERGOVERNMENTAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) 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 Municipality.

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 Municipality (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 hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain GIS support services for Municipality; 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 GIS support services to **Municipality** pursuant to the terms of this Agreement, including:

a. To provide access to GIS portal,

b. To provide GIS data maintenance to **Municipality's** data,

c. To update **Municipality's** GIS data throughout **Municipality's** Service Area,

d. To permit Kendall County GIS staff to attend training for GIS systems, provided **Municipality** and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.

e. To provide GIS services outlined in Paragraphs 2a-d above for **Municipality's** special service projects, when requested by **Municipality**, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.

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

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

a. Any GIS support services provided by Kendall County must be pre-approved by Municipality and shall be billed to Municipality at a rate of \$60 per hour. Municipality shall make payments on quarterly invoices prepared by Kendall County staff.

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

c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on Municipality's behalf while performing the GIS support services set forth above in this intergovernmental agreement. Municipality agrees to reimburse Kendall County for such expenses. Kendall County agrees to notify Municipality prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify Municipality about the billable expense as soon as practicable.

d. To make all payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that Municipality 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. Municipality understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to Municipality the GIS support services listed in Paragraph 2. Municipality understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any

obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

5. Kendall County does not guarantee the accuracy of any of the GIS support services it may provide to **Municipality**. To the fullest extent permitted by law, Kendall County disclaims all express or implied warranties, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

6. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's and **Municipality's** records defined as "confidential information":

a. To the extent permitted by law, if a party to this Agreement is granted access to another party's records (and the data contained in these records) in order to perform the GIS services set forth in this Agreement, either party 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 either party.

b. 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 shall respond to the request in accordance with the law and shall notify the other party so that it may assert whatever rights it may possess. To the extent permitted by law, a party to this Agreement shall not release any of either party's records to a third party without the prior written approval of the party or as required pursuant to court order.

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

7. 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 by providing at least one hundred eighty (180) calendar days advance written notice to all other parties of the then current term.

8. To the extent permitted by law, **Municipality** shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services Kendall County provides to **Municipality**. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove **Municipality**'s duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. 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.

10. 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 Municipality

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

11. Kendall County and **Municipality** 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

Municipality

By: _____
Chair, Kendall County Board

By: _____

Attest:

Attest:

County Clerk

Secretary

Fee Agreement

This Agreement is made this 1st day of July, 2023, between KENDALL COUNTY, ILLINOIS, a unit of local government with its principal office located at 111 West Fox Street, Yorkville, IL 60560 hereinafter referred to as the “Client”, and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as “Horton”.

WHEREAS, Horton, together with its affiliated entities (its “Affiliates”), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of July 1, 2023, and shall remain in effect until June 30, 2024, unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal (the “Fee”). The Fee shall be compensation for the services performed by Horton as described in the attached Fee-Based Pricing Proposal. The Fee is guaranteed for the contract period (1 year), and can be renewed for an additional two (2) years subject to a 3% increase per year.

The Brokerage Services monthly fee set forth in the Fee shall be earned and paid on a monthly basis in which services are performed by Horton. Horton will issue an invoice to Client on, before or around the 1st of each month under the Agreement starting on July 1, 2023. Payment shall be made by the Client in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 5050/1 et seq.).

3. The Fee is in addition to standard agent commissions normally paid to Horton by the Vision, Voluntary Critical Illness and Voluntary Accident insurance carriers involved. Should Client add additional voluntary, supplemental, retiree programs, or the life, the Fee would be in addition to standard agent commission normally paid to Horton by the related insurance carriers.

The Fee is in lieu of standard agent commissions normally paid to Horton by the Medical/RX, Dental, Life and Voluntary Life insurance carriers involved.

Horton may receive additional compensation from the insurance companies or vendors, including wellness partners, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

4. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. It is understood that this Agreement is open to review at any time by either party, but this Agreement may not be modified except in writing acknowledged by both Client and Horton. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written

Fee Agreement

consent of the other party. Either party may terminate this Agreement at any time by providing at least ninety (90) calendar days advance written notice to the other party. In the event this Agreement is terminated early by either party, all unearned amounts of the Fee previously paid to Horton will be refunded to the Client based on a pro rata calculation on the effective date of termination. So, for example, if Client paid the first 90 days of the Fee, and Client terminated the agreement on the 76th day after the parties execution of the Agreement, Horton would refund to Client the pro rata share of its unearned Fee, which would be the equivalent of 15 days of the Fee.

5. This Agreement covers only those specifically listed services set forth in Appendix A and the Client's current level of underlying operations. In the event the Client increases or alters its operations in such a way that substantially and materially expands the scope of services set forth in Appendix A, any extra fees for such additional services requested or required by the Client shall be separately negotiated and must be pre-approved in writing by the Client.
6. (a)
 - I. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions, which can be given effect without the invalid provision. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
 - II. Horton shall indemnify, hold harmless and defend the counsel of Client's own choosing, Client, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgements, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature to the extent such claims result from the professional negligence of Horton and/or Horton's Affiliates. Nothing contained herein shall be construed as prohibiting the Releasees at its own expense from defending through the selection and use of their own agents, attorneys and experts, any claims suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the attorney has been approved by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Horton's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
 - III. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Client is required to take legal action to enforce performance at any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Client is required to use the services on an attorney, then Client shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Client pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

Fee Agreement

- IV. Client and/or Horton's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- V. 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 in the case of notice to Client, Attention: Kendall County Clerk, 111 West Fox Street, Yorkville, IL 60560, with a copy sent via regular mail to Kendall County State's Attorney, 807 West John Street, Yorkville, IL 60560. And, in the case of Horton, to: BFKPN Corporate Services, Inc., 200 West Madison Street Suite 3900, Chicago, IL 60606, with a copy sent via regular mail to: Dan Horton, The Horton Group, Inc., 10320 Orland Parkway, Orland Park, IL 60467.

(b)

- I. Horton and its Affiliates agree to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required to conduct business in the state, municipality, county and location.
- II. Horton, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- III. Horton certifies that Horton, its parent companies, subsidiaries, and Affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/3E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 830 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Horton further certifies by signing the Agreement that Horton, its parent companies, subsidiaries and Affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.: and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Horton made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the company been so convicted nor made such an admission.
- IV. Both parties affirm that Client's elected officials do not have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, or, if any of the Client's elected officials do have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Fee Agreement

KENDALL COUNTY, ILLINOIS

THE HORTON GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

The Horton Group is an Equal Employment Opportunity Employer

Consulting Services for Kendall County

Service Categories	Compensation Structure
<p>Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives; Employee Claims and Billing Advocacy and Administration Assistance</p> <p>Lines of Coverage:</p> <ul style="list-style-type: none"> • Medical & Rx* • Dental* • Life* • Voluntary Life* • Critical Illness • Voluntary Accident • Vision <p><i>*This fee represents compensation for identified services rendered under this proposal. Each and any <u>new</u> Benefit Programs established through our engagement (Ancillary, Voluntary Benefits, Retirement, Retiree Carve Out Benefit, etc.) will be subject to compensation independent of any fee agreement arising from this proposal.</i></p>	<p><u>*Fee in Lieu of Standard commission:</u></p> <p>7/1/2023 – 6/30/2024: \$3,693 / month</p> <p>Option to renew for two (2) additional years: 3% increase each year.</p> <p>Standard carrier commissions apply and are fully disclosed</p>

APPENDIX A

Consulting Services for Kendall County

Strategic Planning and Market Insight	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • Compliance Assessment / Audit • Affordable Care Act (ACA) “Pay or Play” Options and Strategies • Market Trends and Forecasting • Benefit Philosophy Development • Benefit Design and Cost Sharing Benchmark: Industry and Employer Size • Exploration of 4-tier and Defined Contribution Cost Sharing Models • Eligibility Management Review: Working Spouse Carve-Out / Incentive Provisions • Private Health Insurance Exchange Options- ICHRA, Family Glitch • “Bend The Trend” Best Practices • High Deductible Health Plan Strategies (HSA, HRA, Gap Planning) • Engagement Strategies for Worksite Wellness / Early Detection • Voluntary Worksite Benefit Strategies • Alternate Funding Techniques (Self- Funding, Captives) 	
Financial and Benefit Analytics	Included
<p>After Fourth Quarter - Plan Year End - Site Visit</p> <ul style="list-style-type: none"> • Executive Healthcare Cost Analysis - year-end close out showing plan performance plus: <ul style="list-style-type: none"> • State of the Healthcare Market • Analytics Review: Medical, Rx • Demographic Review • Plan Costs vs. Expected vs. Maximum (per capita) • Industry or carrier benchmarks (where available) • Plan administrative costs (per capita) • High-cost claimants • Utilization by service type (professional, in-patient, out-patient, pharmacy, Rx generic, name brand, specialty pharmacy and J-Code drugs) • Office visits per thousand • Emergency room visits per thousand and cost. • Top Medical diagnostic categories • Top 10 pharmacy charges • Year-end summary of plan and contribution changes • Year-end summary of migration and analysis of cost impact • Utilization Containment Strategies 3–5-year considerations 	

Consulting Services for Kendall County

<p>After Second Quarter of Plan Year – Pre-Renewal Strategy Meeting – Site Visit</p> <ul style="list-style-type: none">• Key Performance Indicators• Network Utilization and Discounts• High-Cost Claimants• Overall Plan Performance• Report from: Blue Insight, Decision Master Warehouse• Renewal Forecasting and Suggested Plan Alternatives• Plan Design Benchmarking• Retiree Carve Out Analysis• PBM Carve Out Analysis (depending on data availability and group size)• Strategy Recommendations for Renewal<ul style="list-style-type: none">• plan design, employee cost sharing, product, carrier, network, funding techniques, GAP, HRA options.	
<p>Renewal Market Analysis</p> <ul style="list-style-type: none">• Prepare Renewal Specifications – ACA Compliant• Seek Quotes to Analyze and Compare Market• Negotiate Renewal and Market Pricing with Carriers/Vendors• Present Findings to Client	

Consulting Services for Kendall County

<p>ACA Impact Analysis -- Midterm (TBD) Site Visit</p> <ul style="list-style-type: none"> • Penalty 4980H (a) and (b) Impact • Patient Centered Effectiveness Research Tax (PCORI) • Employee Eligibility Determination • Strategies to Mitigate Rising Cost <p>Wellness Screening Reports</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast • Horton Health Initiatives Integration Report 	
<p>Additional Services – Financial</p>	<p>TBD</p>
<p>Third Party Services</p>	
<p>Compliance Support</p>	<p>Included</p>
<p>Designated Account Executive to assist with Health Care Reform News, Review of Compliance Requirements and Support Questions as requested:</p> <ul style="list-style-type: none"> • COBRA • 5500 • FMLA • HIPAA • HIPAA Privacy • ADA • Section 125 • Medicare Part D • CHIPRA • ACA 	

Consulting Services for Kendall County

Administrative Services – Compliance	
<ul style="list-style-type: none"> • 5500 Data Collection • 5500 Preparation (Outside Service) • COBRA Administration (Outside Service) • Plan Document and Group Policy/SPD/Certificate Review • Compliance Assessment / Audit • Horton Agency Engagement in Health Care Legislation on State and Federal Level and report findings • Model Notices (including ACA) • FMLA Administration • SPD Wrap Document • FSA Administration 	<p>N/A N/A Included Included Included Included ----- Included TBD Included TBD</p>

Consulting Services for Kendall County

Other Services	Included
<p><u>Eligibility Management Assistance</u></p> <ul style="list-style-type: none"> • Determining Full-Time Status (per ACA) • Vetting of Online Enrollment and Communication Systems • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility; Spousal Waiver Incentive • Documentation Requirements • Contribution Strategies <p><u>Employee Communication and Services:</u></p> <p>Open Enrollment Meetings (onsite, virtual, recorded)</p> <ul style="list-style-type: none"> • Custom PowerPoint Presentation • Benefit Summary Guides • Call Center Options - available at additional cost <p>Benefit Technology through Employee Navigator including Online Enrollment and EDI Carrier Feeds</p> <p>Designated Horton Employee Claims Advocate / Product Support Specialist</p> <p><u>Employer Services:</u></p> <p>HR Benefits Portal (Mineral – Think HR)</p> <p>HR-related articles</p> <ul style="list-style-type: none"> • Access to a community of HR Professionals <p>Claims, Billing, Eligibility Assistance, Benefit Administration Assistance</p> <p>Benefit Education and Communication</p> <ul style="list-style-type: none"> • Healthcare Literacy • Benefit Alerts • Compliance – Legislative Alerts • Horton Wellness Newsletter – Portal 	
Horton Wellness Consulting	Included
<p>Initial Workplace Wellness Assessment</p> <p>Implementing the Fundamentals</p> <ul style="list-style-type: none"> • Health Assessment • Wellness Portal • Health Management Education <ul style="list-style-type: none"> • Develop Incentives and Rewards <p>Define Additional Objectives & By-laws</p> <ul style="list-style-type: none"> • Three Year Plan Timeline • Incentive Contribution Modeling • Organize and Initiate Wellness Committee • Health Improvement Incentive Options 	

Consulting Services for Kendall County

Additional Wellness Services	TBD
<p>Health and Wellness Related</p> <ul style="list-style-type: none"> • Wellness Fair Coordination • Biometric Screening • Flu Shots (these costs vary by participation but in many cases, can be paid by the plan) • BMI / Tanita Scale Readings • Stroke Screening • Learn at Lunch Seminars • Health Coaching • Nurse Hot Line • Doctor On Site • EAP Services 	<p>TBD TBD TBD ----- TBD TBD TBD TBD TBD TBD TBD</p>
<p>Population Health: for self-insured clients we expand our wellness activities to include Population Health, which is a deeper dive into analytics with our Registered Nurses through the use of Springbuk Analytics Platform.</p>	<p>TBD</p>

Consulting Services for Kendall County

Additional Expertise Available Through Horton

WORKSITE - Voluntary Benefits

The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability and supplemental vision, dental and high deductible health plan gap plans including critical illness and accident insurance.

Personal Lines

Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net worth individuals

Property & Casualty / Risk Management Services

Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.

Safety Consulting and Loss Control

From employee orientation and training to jobsite inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation

Financial Wellness

By partnering with Cerity Partners, Horton has deepened its resources to include ERISA expertise and can assist organizations with their retirement services to maximize the organizations fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees.

There are three key pillars to our service platform:

- Fiduciary Oversight
- Investment Advisory
- Financial Wellness Coaching & Ongoing Plan Review



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff




INTEROFFICE MEMORANDUM

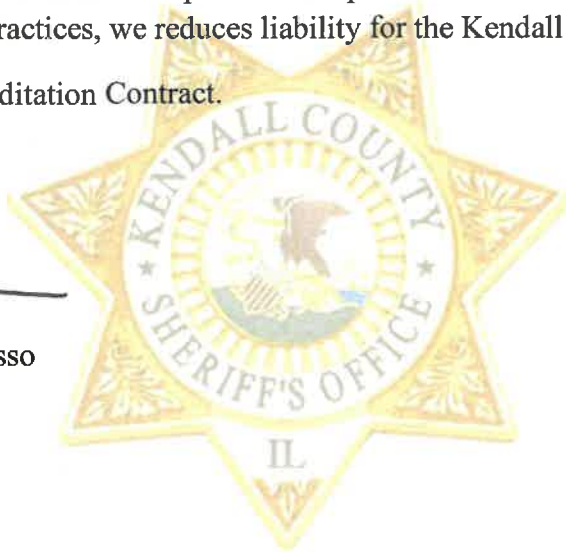
To: Sheriff Baird
From: Commander Jeanne Russo
Date: June 1, 2023
Re: Contract for Re Accreditation with American Correctional Association
Copies: As Needed

In order to maintain accreditation under the Core Jail Standards with the American Correctional Association, the Kendall County Jail must undergo a reaccreditation audit every 3 years. Maintaining accreditation ensures the policies and practices of the Kendall County Jail are up to date with current best practices, we reduces liability for the Kendall County Sheriff's Office.

Attached is the Reaccreditation Contract.

Sincerely,


Commander Jeanne Russo



AMERICAN CORRECTIONAL ASSOCIATION

REACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, Kendall County, a body politic and corporate of Illinois, and the Kendall County Sheriff's Office, hereinafter referred to collectively as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Core Jail Standards, First edition, and the 2016 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Core Jails, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:

- a. Accepts the standards and criteria for reaccreditation, including subsequent modifications or amendments thereto;
- b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek reaccreditation for the following specified agencies, facilities or programs:

Kendall County Jail

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the reaccreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
- d. Will strive at all times to achieve and/or maintain the reaccreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:

- a. Use only standards approved by the American Correctional Association in the reaccreditation process, making judgments of compliance based on written documentation,

visual confirmation, or both;

- b. Provide information on the reaccreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
 - c. Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
 - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay a reaccreditation fee in the amount of **\$10,000.00** payable without deduction or refund as stipulated in the following schedule:
- a. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total reaccreditation fee **\$5,000.00** shall be payable within 30 days from the commencement of this Contract or as is governed by Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).
 - b. In consideration of completion of the standards compliance audit, the remaining 50% of the total reaccreditation fee **\$5,000.00** shall be due 30 days after completion of the audit or as is governed by Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). **The total fee must be paid in full to receive your certificate of accreditation.**
4. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit, if requested in writing by the Agency, to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.
5. The Agency agrees to pay, in addition to the other reaccreditation fees provided herein, for field consultation services to the facility/program, which are requested in writing by the Agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.
6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after reaccreditation is granted or the Contract is terminated pursuant to subparagraph b).

- b. The Agency may terminate this Contract upon 30 days written notice to the Association. In the event of such termination, payment will be made to the Association only for services actually completed prior to termination. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.
 - c. All reaccreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and upon completion of the contracted duties of the Association, all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws and constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
 8. The Association, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 9. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in the Association or this Contract, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in the Association or this Contract, that interest, and the procedure followed to effectuate this Contract has and will comply with 50 ILCS 105/3.
 10. In the event the Agency is in default under the Contract because funds are not appropriated for a fiscal period subsequent to the one in which the Contract was entered into which are sufficient to satisfy all or part of the Agency's obligations under this Contract during said fiscal period, the Agency agrees to provide prompt written notice of said occurrence to the Association. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Contract.
 11. The Association agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
 12. This Contract represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
 13. This Contract may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Contract.
 14. Neither party shall assign, sublet, sell, or transfer its interest in this Contract without the prior written consent of the other.
 15. The Agency and/or the Association's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
 16. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the

damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch

17. All services to be undertaken by the Association shall be carried out by competent and properly trained personnel of the Association to the highest standards and to the satisfaction of the Agency.
18. It is understood and agreed that the Association is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Agency. The Association understands and agrees that the Association is solely responsible for paying all wages, benefits and any other compensation due and owing to the Association's officers, employees, and agents for the performance of services set forth in the Contract. The Association further understands and agrees that the Association is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the Association's officers, employees and/or agents who perform services as set forth in the Contract.
19. The Association also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Association, the Association's officers, employees and agents and agrees that the Agency is not responsible for providing any insurance coverage for the benefit of the Association, the Association's officers, employees and agents. The Association hereby agrees to defend with counsel of the Agency's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the Agency, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that the Association, its officers, employees and/or agents may sustain while performing services under the Contract.
20. Association shall exercise general and overall control of its officers, employees and/or agents. The Kendall County Sheriff, at any time, for any reason and at the Kendall County Sheriff's sole discretion, may require Association and/or Association's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Association understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein.
21. The Association understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein.
22. In any action with respect to this Contract, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Contract, shall be entitled to reasonable attorneys' fees and court costs arising out of any

action or claim to enforce the provisions of this Contract. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

23. All notices required or permitted to be given pursuant to this Contract shall be sent by U.S. Mail, postage prepaid, addressed to the respective party at the following addresses:

Association: _____

Kendall County; Kendall County Sheriff
1102 Cornell Lane
Yorkville, Illinois 60560

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

Kendall County

By: _____

Title: County Board Chair

Date: _____

By:  _____

Title: Kendall County Sheriff

Date: 6/2/23

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: Jeanne Russo

Facility: KENDALL County Jail

Address: 1102 Cornell Ln

YORKVILLE IL 60560

Telephone Number: 630 381 9811

Email: jrusso@kendallcountyil.gov

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528



Human Resources Budget

Org	Object	Account & Description	Budget 2023
		Personnel	
		Salaries- Director	140,000.00
		Salaries- Generalist	84,496.75
		Salaries- Interns	9,630.00
		Total Personnel	234,126.75
		Contractual	
		Subscription	269.66
		Contractual Service	2,250.53
		Professional Organization	474.00
		Training	1,200.00
		Total Contractual	2,994.19
		Commodities	
		Office Supplies	9,876.04
		Postage	250.00
		Mileage	500.00
		Technology	2,283.46
		Internship Program	135.00
		Employee appreciation	9,500.00
		Total Contractual	10,626.04
		Department Total	247,746.98

Changes to the KCAC SOP

1. **“Kendall County Animal Control only accepts owner surrender companion animals from Kendall County residents. Owner surrenders are accepted at Animal Control by appointment”**
 - a. PREVIOUSLY: “only accepts owner surrender dogs from Kendall County citizens. Kendall County Animal Control does not accept owner surrender cats and will refer people to other animal welfare organizations.”
2. **“Kendall County Animal Control does not accept wildlife, as defined in Section III, and will refer those with wildlife concerns to a licensed wildlife handling organization.”**
 - a. PREVIOUSLY: “people to Fox Valley Wildlife Center or Willowbrook Wildlife Center.”
3. **“A resident owner surrendering a companion animal will fill out and sign the Owner Surrender Form. They will also fill out the Animal Background Information Form and provide as much information as possible about the animal’s medical and behavioral history.”**
 - a. PREVIOUSLY: “companion animal” was “dog or puppy”, “animal background” was “canine background”
4. **“Upon intake, if an animal needs urgent medical attention, it will be transported immediately to a local vet clinic.”**
 - a. PREVIOUSLY: “Upon intake, if an animal needs urgent medical attention, it will be transported immediately to Countryside Vet Clinic, or if it is afterhours, VCA Aurora.”
5. Remove “A clean, 2 layer sheet of newspaper will be put down, covering the bottom of the cage” from our section regarding daily cat care.
6. **“If the cat has severe behavioral issues and the cat poses a safety risk to the staff and community, the cat will be humanely euthanized.”**
 - a. PREVIOUSLY: “or is feral”, after behavioral issues
7. ADDITION OF THE FOLLOWING: **“If the cat is exhibiting feral behavior, it will be held for at least the period of time established by County ordinance, and would then be available for placement with a licensed rescue group or humane society. If no rescue group or humane society is found, the cat may be re-evaluated or humanely euthanized.”**
8. Remove “VCA Aurora spays/neuters Kendall County Animal Control animals at no cost”
9. **“The Director will review the animal population at Animal Control with the Economic Development & Administration Committee at the monthly meetings. In this meeting, the Director will identify any trends at the local, regional, and national level regarding shelter animals as well as answer any questions.”**
 - a. PREVIOUSLY: “The Director will review the animal population at Animal Control with the County Animal Control Committee Members at the monthly meetings. In this meeting, the Director will identify each animal in Animal Control’s care, noting how long the animal has been in the shelter, and the animal has been in the facility for one and a half times longer than the average stay an animal of the same species in the previous year, an explanation as to why the animal has remained in the facility for an extended period of time. Common reasons for animals being at the facility for an extended period of time include, but are not limited to, legal holds/court cases, being in heat, pregnancy, nursing, being too young, and injury.”

10. **“Adoptions will be conducted during viewing hours only, unless approved by the director.”**
 - a. PREVIOUSLY: “Adoptions will be conducted during viewing hours only”
11. **“The adopter will receive a copy of the signed adoption agreement, the signed medical sheet, any additional medical information, and microchip information”**
 - a. PREVIOUSLY: “The adopter will receive a copy of the signed adoption agreement, the signed medical sheet, any additional medical information, and microchip information., and a list of veterinarians that provide a free first exam for animals adopted from Animal Control.”
12. **“At the beginning of the day, the cash drawer will be counted by the office manager. The transactions will be totaled from the previous business day and placed in a deposit envelope, one for each day. Deposit envelopes will be taken to the Treasurer’s Office once weekly on Thursdays.”**
 - a. PREVIOUSLY: “At the beginning of the day, the cash drawer will be counted by the office manager. The transactions will be totaled from the previous business day and placed in a deposit envelope, one for each day. Deposit envelopes will be taken to the Treasurer’s Office on the first and last business day of the week.”
13. **“If the animal was not current it will need to be placed into 10 day confinement within 24 hours at a licensed veterinarian hospital or clinic, or Animal Control (if space allows).”**
 - a. PREVIOUSLY: did not include “Animal Control (if space allows)”
14. **“Kendall County Animal Control’s adoptable pet listings (Petfinder, Adopt A Pet, etc.) will be updated at least daily to reflect the most up to date information possible.”**
 - a. PREVIOUSLY: “Kendall County Petfinder webpage will be updated at least once a week.”
15. Change “Animal Control Committee” to **“Economic Development & Administration Committee”** and “Human Resources Coordinator” to **“Human Resources Director”**
16. ADDITION OF THE FOLLOWING...

“XVI RABIES QUARANTINE PROGRAM

Policy

Kendall County Animal Control receives bite reports from local Police Departments, and medical facilities amongst other sources with varying frequency. It is the responsibility of Kendall County Animal Control to monitor any animal bite to a human that occurs within Kendall County See 510 ILCS 5/13 (West 2014). Owners may complete a 10 day Rabies Quarantine at a vet hospital of their choice. Kendall County Animal Control may hold cats and dogs who have bitten a human for a 10 day Rabies Quarantine, after the bite occurs and if the animal is not current on a Rabies vaccine. A Rabies Quarantine can only occur at Animal Control if space in contactless kennels and staffing allows. Quarantine space availability varies and is not guaranteed. Rabies Quarantines are on a first come, first serve basis, with discretion on each bite case by the Director and ACO. Animal Control can accommodate up to two dogs, and two cat Rabies Observation impounds simultaneously if the contactless kennel space and staffing allows.

A 10 day Rabies Observation price for Kendall County residents is \$775 (for both dogs and cats) This price includes the following...

- Rabies exam by a veterinarian (day one, and day ten)
- Ten days of boarding during the impound period.
- Microchip (if applicable)
- Rabies vaccination update (3 year can be chosen if eligible)
- State required \$25 Public Safety Fine (Animal Control Fund)
- Transportation to and from any applicable veterinary visits.

Procedure

When an owner is identified and the biting animal is a dog or cat, Animal Control will verify whether or not the animal had a current rabies at the time of the bite. Animal Control will also check its database to determine if the animal has a bite history.

If the animal is not current it will go into 10 day confinement at a licensed veterinary hospital or clinic, or Animal Control (if space allows). If the animal is going to be confined at Animal Control, the confinement will be scheduled by Animal Control staff according to space and staffing. When scheduling, employees will not schedule more than two dogs, and two cats at any given time as contactless kennel space allows. If Animal Control is full, and cannot accommodate the animal for confinement, the owner will still need to confine the pet for a 10 day Rabies Quarantine with a licensed veterinary hospital. If Animal Control has availability, the animal will be scheduled for drop off. Upon drop off, the owner of the animal must sign and complete any and all applicable forms and waivers for the stay. The owner will also pay for the entirety of the Rabies Quarantine up front, at drop off. Payment methods accepted for a Rabies Quarantine will be cash or card only. Animal Control will not accept check payment for Rabies Quarantine stays. After being dropped off, the animal will then be transported to a veterinarian for a day one exam, where the pet will also be scanned for the presence of a microchip. The veterinarian attending to the animal will complete the Rabies Observation form for day one. The pet will then be immediately transported back to Kendall County Animal Control and placed in a contactless kennel. The pet will be monitored visually by staff for general well-being and any signs or symptoms of Rabies. If the animal under observation shows signs or symptoms of rabies, the Veterinary Administrator, owner of the biting animal, and victim shall all be informed immediately. Any other animals not currently inoculated for rabies, that have been in direct contact with the biting animal would then be required to quarantine for no less than 10 days See 510 ILCS 5/12 (West 2014). If no signs or symptoms of rabies are observed, prior to day ten, the animal will be transported back to a veterinarian for a day ten exam, where the veterinarian will complete the Rabies Observation form for Animal Control staff. If the pet did not have a previously implanted microchip, the pet shall be microchipped at this time. If the veterinarian determines the animal to be free of disease at that time, the animal may be Rabies vaccinated and released back to Animal Control for pick up by its owner.

If the owner decides to surrender the pet to Animal Control after the quarantine hold, an owner surrender fee of \$50 would apply. Owner surrender paperwork/Animal Background Information Form. Next, the animal will be evaluated, and it will be determined by ACO and Director if the

animal can be transferred to another animal shelter or rescue facility, or if they will be euthanized at that time.”