



**COUNTY OF KENDALL, ILLINOIS**  
**ADMIN HR COMMITTEE**  
**County Office Building**  
**County Board Room 210**  
**Monday, January 6, 2020 at 5:30p.m.**

**MEETING AGENDA**

- 1. Call to Order**
- 2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Matthew Prochaska, Robyn Vickers
- 3. Approval of Agenda**
- 4. Approval of Minutes from December 2, 2019**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
  - *Discussion and Approval of Sheriff MDT Bids*
  - *Discussion and Approval of KenCom IGA for GIS Services*
  - *Discussion of IGA with Village of Oswego for GIS Services*
  - *Discussion of EMA Job title and Org Chart*
- 8. Executive Session**
- 9. Items for Committee of the Whole**
- 10. Action Items for County Board**
- 11. Adjournment**

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

**COUNTY OF KENDALL, ILLINOIS  
ADMIN HR MEETING  
County Office Building  
111 W. Fox Street, Room 210; Yorkville  
Monday, December 2, 2019**

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

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	Absent		

**Others in Attendance:** Meagan Briganti, Steve Curatti, Matt Kinsey, Scott Koeppel. Terri Olson, Dr. Amaal Tokars

**APPROVAL OF AGENDA** – Motion made by Member Prochaska second by Member Gengler to approve the agenda. With four members voting aye, the agenda was approved by a 4-0 vote.

**APPROVAL OF MINUTES** – Motion made by Member Gilmour, second by Member Prochaska to approve the November 20, 2019 minutes. With four members voting aye, the minutes were approved by a 4-0 vote.

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

- **Information Technology** – Mr. Kinsey asked the Committee for permission to go out to bid on patrol car IT equipment. There is a tight deadline of mid-January with the State of Illinois. There was consensus to have Mr. Kinsey do an Invitation to Bid with the Committee reviewing the bid results.
- **Administration** – Mr. Koeppel had two requests. The first was a request for an ABC check to be issued for KAT as their pass through from the State arrived after checks were sent out. The check is quite large, \$400,000 so it is needed to fund the operation of KAT. The second request was looking into a temp for the Administration office due to an upcoming leave. There was consensus to ask the Treasurer to issue an ABC check for KAT and look into a temp for upcoming staff absence.

**PUBLIC COMMENT** - None

## COMMITTEE BUSINESS

- *Discussion of Combining the Tuberculosis and Health Board* – Member Prochaska explained that he has been researching what other Counties do about a Tuberculosis Board and a Health Board and he would like to propose merging the two Boards as the tuberculosis levy is only \$15,000 a year and the 3-person Board meets once a year. Dr. Tokars explained that the TB Board was created 10 years ago when there was an outbreak in Kane County. She explained that while cases of active TB seem to be under control, Latent TB is on the rise and the State has put new monitoring mandates that affect Latent TB. She also explained that as long as the funds are provided for treatment and monitoring she was amendable to combining the Boards. Member Prochaska noted that funds would be discussed during the budget process. Steve Curatti explained that the Health Department has been taking a proactive approach with regard to Latent TB, especially with the fact that 1 in every 10 cases of Latent TB become Active TB. Terri Olson, a nurse at the Health Department emphasized the lengthy and time consuming process of case management for Tuberculosis. Member Gilmour asked who is currently on the TB Board and what would the transition of combining both Boards look like? Dr. Tokars explained that the 3-member TB Board is made up of a Physician, an involved community volunteer and the last position is currently vacant. Member Gengler asked if the TB Board could become a subcommittee of the Board of Health? Dr. Tokars explained that the statute is very clear and they would have to become full-fledged members of the Board of Health. Member Prochaska explained that the Board of Health would go from 8 to 11 members. Mr. Koeppel explained for the TB Board Members to become Board of Health members 3 things need to occur; the Board of Health Members need to vote for it, the levy needs to be equal to or greater than what it is currently which is \$15,000 and all data, employee records etc. needs to be transferred appropriately. Member Flowers asked for detailed numbers and statistics. **The consensus of the Committee was to have more statistics and detailed information presented on paper next month for review before proceeding.**
- *Discussion and Approval/Rejection of Ariel Invitations to Bid Documents* – Ms. Briganti presented the two sets of bid documents from the two companies that responded. She explained that while the Ariel Subscription was more expensive the benefits were worth it. The quality is 4 times better than our current service. They also do more fly overs and oblique angles. Member Gilmour asked about how the additional expense would be funded. Ms. Briganti explained that with the current budget projections and the increase in the GIS fee there is enough funding for the Ariel Subscription. Member Prochaska and Member Gengler were in favor of the Ariel Subscription. Member Flowers asked if the work GIS is doing for Kencom and possibly other entities in the future could cover some of the added expense. Mr. Koeppel recommended both options be presented at the next Committee of the Whole Meeting, COW. **There was consensus to send the Ariel Invitation to Bid documents to the next COW Meeting on December 12, for further discussion.**

## EXECUTIVE SESSION - None

**ITEMS FOR COMMITTEE OF THE WHOLE –**

- *Discussion and Approval/Rejection of Ariel Invitations to Bid Documents*

**ACTION ITEMS FOR COUNTY BOARD - None**

**ADJOURNMENT** – Member Prochaska made a motion to adjourn the meeting, second by Member Gengler. **With four members voting aye, the meeting adjourned at 6:26p.m.**

Respectfully Submitted,

Mera Johnson  
Risk Management and Compliance Coordinator

**MONTHLY ADMINISTRATION / HR SUMMARY REPORT**  
November 30, 2019

<b>W.C. Claims Expense (12/1/18 - 11/30/19)</b>					
	<b>2015-16 Policy</b>	<b>2016-17 Policy</b>	<b>2017-18 Policy</b>	<b>2018-19 Policy</b>	<b>Total Claims</b>
December	\$ 228	\$ 1,987	\$ 2,164		\$ 4,378
January	446	5,609	220	1,351	7,626
February	770	4,657	742	64	6,234
March	6,638	1,641	2,542	610	11,430
April	1,215	15,811	159	10,072	27,258
May	283	6,330	3,342	4,487	14,442
June	352	2,004	2,144	8,782	13,282
July	185	1,647	952	1,894	4,678
August	204	1,968	2,382	11,417	15,971
September	205	2,120	1,479	13,209	17,013
October	819	1,767	1,236	12,505	16,327
November	999	3,260	440	10,519	15,219
<b>Total Claims Expense</b>	<b>\$ 12,340</b>	<b>\$ 48,802</b>	<b>\$ 17,804</b>	<b>\$ 74,912</b>	<b>\$ 153,857</b>

**PEDA Payments (Included in Total Claims Expense)**

PEDA Reimbursements YTD \$ 46,067

**W.C. Annual Premium**

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

**Self Insured Retention (SIR)**

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

No. of claims >\$250k	1	1	0	0
No. of claims >\$100k & <\$250k	0	1	0	0
No. of claims <\$100k	39	44	20	24
<b>Total claims paid</b>	<b>40</b>	<b>46</b>	<b>20</b>	<b>24</b>

**W.C. Claims**

	<b>2015-16 Policy</b>	<b>2016-17 Policy</b>	<b>2017-18 Policy</b>	<b>2018-19 Policy</b>
W.C. Claims paid prior year	\$ 308,024	\$ 560,320	\$ 14,430	\$ -
W.C. Claims paid current year	12,340	48,802	17,804	74,912
<b>Total claims paid</b>	<b>\$ 320,364</b>	<b>\$ 609,121</b>	<b>\$ 32,234</b>	<b>\$ 74,912</b>

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

**Illinois Counties Risk Management Trust  
Claims Analysis  
12/1/2019**

**Worker's Compensation**

**FY19 - Current Year's Total Claims**

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
1	12/9/2018	Corrections	closed	1,416	N	Y
2	1/5/2019	Forest Preserve	closed	1,000	N	Y
3	1/23/2019	Sheriff	closed	-	N	Y
4	1/25/2019	Sheriff	closed	1,091	N	Y
5	1/28/2019	Health	closed	477	N	Y
6	2/12/2019	Highway	closed	430	N	Y
7	2/17/2019	Sheriff	open	60,569	Y	Y
8	2/21/2019	Circuit Clerk	closed	-	N	Y
9	3/8/2019	Facilities	closed	842	N	Y
10	4/26/2019	Sheriff	open	2,112	N	Y
11	4/25/2019	State's Attorney	closed	-	N	Y
12	5/17/2019	Sheriff	closed	997	N	Y
13	5/19/2019	Forest Preserve	open	620	N	Y
14	5/23/2019	VAC	open	391	N	Y
15	6/7/2019	Forest Preserve	closed	327	N	Y
16	6/21/2019	Sheriff	open	9,008	N	Y
17	6/28/2019	Animal Control	closed	153	N	Y
18	6/29/2019	Corrections	open	7,855	Y	Y
19	6/29/2019	Corrections	open	2,154	N	Y
20	7/15/2019	Highway	open	404	N	Y
21	7/22/2019	Sheriff	open	451	N	Y
22	7/25/2019	Corrections	open	-	N	Y
23	9/3/2019	Sheriff	open	11,659	N	Y
24	9/19/2019	Sheriff	open	3,790	N	Y
25	11/5/2019	Sheriff	open	1,285	N	Y
26	11/6/2019	Health Department	open	-	N	Y
27	11/18/2019	Animal Control	open	-	N	Y

Total FY19 Claims Paid To Date \$ 90,298

**Worker's Compensation**

**Prior Years' Active Claims**

	Incident Date	Department/Office	Status	Paid	Missed > 3 Days Work	Returned to Work
<b>2011-12 Policy</b>						
1	6/30/2012	Forest Preserve	re-opened	381,305	Y	Terminated
				381,305		
<b>2015-16 Policy</b>						
2	4/12/2016	Sheriff	open	95,288	Y	Y
3	9/13/2016	Sheriff	closed	252,246	Y	Retired
				347,533		
<b>2016-17 Policy</b>						
4	2/28/2017	Corrections	open	31,138	Y	Retired
5	10/26/2017	Corrections	open	402,982	Y	Retired
6	4/19/2017	Sheriff	open	88,216	Y	Retired
7	11/21/2017	Sheriff	open	219,791	Y	Y
				742,127		
<b>2017-18 Policy</b>						
8	12/12/2017	Corrections	open	23,205	Y	Y
9	5/2/2018	Sheriff	closed	3,432	N	Y
10	8/3/2018	Sheriff	re-opened	6,605	N	Y
11	11/1/2018	Corrections	closed	771	N	Y

**Illinois Counties Risk Management Trust**  
**Claims Analysis**  
**12/1/2019**

12	11/18/2018	Sheriff	closed	1,782	N	Y
				35,796		

Total Prior Year's Active Claims \$ 1,506,760

**Illinois Counties Risk Management Trust  
Claims Analysis  
12/1/2019**

**Property & Casualty**

**FY19 - Auto PC**

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

Total FY19 Auto Claims \$ -

**FY19 - General Liability**

Incident Date	Department/Office	Status	Paid	Coverage Type
1 1/25/2019	Courthouse	closed		
2 12/5/2018	Circuit Clerk	closed		
3 8/10/2019	Animal Control	open		
4 8/16/2019	Sheriff	open	2,236	

Total FY19 General Liability Claims \$ 2,236

**Prior Years' - General Liability**

Incident Date	Department/Office	Status	Paid	Coverage Type
<b>2015-16 Policy</b>				
1 8/9/2016	Sheriff	open	40,441	Law Enforcement Liability
2 11/4/2016	Sheriff	open	14,577	Law Enforcement Liability
			55,018	
<b>2016-17 Policy</b>				
3 9/23/2014	Various	open	16,742	General Liability
			16,742	
<b>2017-18 Policy</b>				
4 7/1/2018	Sheriff	open	3,702	General Liability

Total Prior Year's General Liability Claims \$ 73,611



## MONTHLY MEDICAL INSURANCE REPORT

November FY 19

	Non-Union    Union		<u>Total Enrolled</u>				Annual Plan Cost
			<u>Nov-18</u>	<u>Dec-18</u>	<u>Nov-19</u>	<u>Dec-19</u>	
HMO EE	19	13	38	39	32	32	\$6,510.58
HMO FAM	8	14	22	21	22	22	\$12,297.48
H.S.A. \$1500 EE	59	42	114	114	101	101	\$9,794.18 *
H.S.A. \$1500 FAM	52	65	102	101	116	117	\$18,666.61 *
H.S.A. \$2800 EE	1	2	6	6	3	3	\$8,991.53 *
H.S.A. \$2800 FAM	5	3	0	0	8	8	\$17,150.72 *
<b>Total Enrolled</b>	<b>144</b>	<b>139</b>	<b>282</b>	<b>281</b>	<b>282</b>	<b>283</b>	

Dental EE	166
Dental Family	184
<b>Total Enrolled</b>	<b><u>350</u></b>

**NOTES:**

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

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

	December	January	February	March	April	May	June	July	August	September	October	November	Totals
BCBS Medical Premium	355324	104572	359064	353709	361147	369873	359802	370816	366307	369846	368565	377012	\$4,171,818
UHC Final Bill	0	1513	0	0	0	0	0	0	0	0	0	0	\$1,513
Met Life Dental Premium	0	48213	23952	24138	24249	24733	23914	24374	24400	24311	24113	24485	\$280,781
Met Life Life Premium	0	1383	0	932	471	482	465	494	479	479	476	463	\$6,134
Health Savings Account	516000	1250	6875	1250	1125	3500	0	3000	0	0	500	1250	\$534,780
Insurance Refunds	0	0	0	0	0	0	0	0	0	0	0	0	\$0
HRA Admin Fee	0	0	0	105	0	95	0	95	95	180	0	91	\$669
FSA Admin Fee	84	84	84	105	0	123	0	0	0	0	0	0	\$490
0102-027-6547													
<b>TOTALS</b>	<b>\$871,408</b>	<b>\$214,119</b>	<b>\$392,771</b>	<b>\$360,230</b>	<b>\$386,966</b>	<b>\$399,905</b>	<b>\$382,980</b>	<b>\$386,767</b>	<b>\$391,371</b>	<b>\$391,624</b>	<b>\$383,653</b>	<b>\$403,321</b>	<b>\$5,006,143</b>

**FY 18 MONTHLY MEDICAL INSURANCE INVOICES** (BUDGETED: \$5,582,000) \* 94.72 % of Budget

	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018	7/31/2018	8/31/2018	9/30/2018	10/31/2018	11/30/2018	Totals
UHC Medical Premium	0	742610	369253	369882	347181	362265	366182	362562	372862	363407	358936	358726	\$4,356,865
UHC Dental Premium	0	54544	26985	27327	27145	27734	27607	27412	27891	27858	26978	27495	\$328,755
UHC Life Premium	0	1679	559	594	561	668	668	668	1133	560	560	563	\$6,748
Health Savings Account	485000	10500	3625	0	0	0	4125	625	1250	750	375	750	\$517,000
Insurance Refunds	0	0	0	0	0	0	0	0	0	0	0	0	\$0
HRA Admin Fee	83	0	83	165	83	0	165	0	0	0	0	0	\$578
FSA Admin Fee	170	0	186	376	188	0	363	0	0	0	168	84	\$1,566
0102-027-6547													
<b>TOTALS</b>	<b>\$486,252</b>	<b>\$807,654</b>	<b>\$386,792</b>	<b>\$387,109</b>	<b>\$375,160</b>	<b>\$387,259</b>	<b>\$380,040</b>	<b>\$380,599</b>	<b>\$402,935</b>	<b>\$392,575</b>	<b>\$387,917</b>	<b>\$387,917</b>	<b>\$5,211,599</b>

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

	12/31/2016	1/31/2017	2/28/2017	3/31/2017	4/30/2017	5/31/2017	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	Totals
UHC Medical Premium	350000	349172	347068	346995	355552	357884	357884	355552	355552	353212	368633	359453	\$4,260,420
BCBS Final Invoice	0	5200	0	0	0	0	0	0	0	0	0	0	\$5,200
Lincoln Life Dental Premium	25384	25884	27025	24362	26197	25870	25942	25578	25578	25625	25884	25804	\$308,783
Lincoln Life Premium	782	840	616	725	672	734	723	727	718	716	732	726	\$8,721
Health Savings Account	443800	1750	4375	0	0	1750	0	3625	2000	876	0	250	\$458,425
Insurance Refunds	271	0	0	0	142	594	0	1439	0	0	0	0	\$2,446
HRA Admin Fee	0	83	83	83	83	83	83	83	83	83	83	83	\$909
FSA Admin Fee	311	0	323	162	170	170	170	170	170	170	170	170	\$2,153
0102-027-6547													
<b>TOTALS</b>	<b>\$820,598</b>	<b>\$385,405</b>	<b>\$383,793</b>	<b>\$373,629</b>	<b>\$374,080</b>	<b>\$384,940</b>	<b>\$388,800</b>	<b>\$388,800</b>	<b>\$385,825</b>	<b>\$380,581</b>	<b>\$382,412</b>	<b>\$383,285</b>	<b>\$5,047,057</b>

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

	12/31/2015	1/31/2016	2/28/2016	3/31/2016	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	Totals
BlueCross Medical Premium	347954	339151	344322	347699	342587	344748	342333	342917	333821	335288	338151	341085	\$4,099,968
Lincoln Life Dental Premium	23476	24220	24182	23782	23821	23806	23560	23721	23049	23306	23196	23305	\$283,618
Lincoln Life Premium	726	732	726	727	721	716	723	708	708	714	708	713	\$8,637
Health Savings Account	343500	0	0	0	0	10000	0	0	0	0	0	0	\$353,500
FSA Admin Fee	148	148	148	148	148	156	156	156	156	156	156	156	\$1,834
0102-027-6547													
<b>TOTALS</b>	<b>\$715,806</b>	<b>\$364,251</b>	<b>\$369,397</b>	<b>\$372,258</b>	<b>\$367,347</b>	<b>\$378,435</b>	<b>\$368,785</b>	<b>\$367,516</b>	<b>\$367,833</b>	<b>\$369,488</b>	<b>\$362,211</b>	<b>\$365,318</b>	<b>\$4,747,994</b>

**MONTHLY BENEFITS SUMMARY REPORT**  
November FY 19

Retirees/COBRA (12/1/18 - 11/30/19) (42 Retirees / 1 COBRA)			
	Family	7	\$1,034,890
Vision	Single	10	\$613,488
Medical	Family	2	\$18,084.36
Medical	Single	12	\$71,133.59
Dental	Family	36	\$13,882.88
Dental	Single	14	\$13,662.95
<b>TOTAL</b>		<b>81</b>	<b>\$118,412.06</b>

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

DEPARTMENT	New Hires		Resignations/Terms	
	YTD	Current Month	YTD	Current Month
Administration				
Animal Contr	1			
Assessment	1			
Circuit Clerk	6	2	5	1
Coroner				
County Clerk	3		1	
Facilities	1		2	
Forest Pres	1		2	
Health Dept.	7	2	5	1
HWY				
KenCom	2	1	1	
P&Z				
Probation	2	1	2	
Public Defender				
Sheriff	8		6	1
State's Att	2		2	1
Technology/GIS	2		2	
VAC	1		1	
<b>Totals</b>	<b>37</b>	<b>6</b>	<b>29</b>	<b>4</b>

BENEFITWALLET HSA FUNDING		
Month	Deposit	
December	516,000	
January	1,250	
February	6,875	
March	1,250	
April	1,125	
May	3,500	
June	0	
July	3,000	
August	0	
September	0	
October	500	
November	1,250	
<b>Total</b>	<b>\$ 634,750</b>	



**Kendall County  
Technology Department  
811 West John Street  
Yorkville, IL 60560**

**BID: Sheriff Car Computers & Equip**

<b>Vendor</b>	<b>IFB Quote</b>	<b>Description</b>
Brite	\$135,750.00	Complete
Computers OTM	\$99,320.00	Computer and Dock Only (No Cradlepoint)
Howard Technology	\$142,402.88	Complete
Mvation	\$90,368.00	Computer and Dock Only (No Cradlepoint)
ACP CreativIT	\$108,601.25	Xplore X12 Tablet 12inch Screen
HypertecDirect	\$139,387.16	Complete
Barcodes	\$114,018.75	Xslate 10inch Monitor Complete
Dell	\$81,266.25	Laptop provided in lieu of Tablet

**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  
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 hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain GIS support services for KenCom; and

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. Kendall County agrees to provide the following GIS services to KenCom pursuant to the terms of this Agreement, including:
  - a. To provide GIS data maintenance to KenCom's data,
  - b. To update KenCom's GIS data throughout KenCom's Service Area,
  - c. To plan and implement updates/upgrades to KenCom's GIS servers and systems,
  - d. To permit Kendall County GIS staff to attend training for GIS systems owned by KenCom, provided KenCom 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 KenCom's special service projects, when requested by KenCom, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support a 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 KenCom approved GIS services.

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

a. To make quarterly payments to Kendall County based on invoices generated by Kendall County Staff.. All services rendered must be pre-approved by KenCom. Services shall be billed at a rate of \$60 per hour. .

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

c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on KenCom's behalf while performing the GIS services set forth above in this intergovernmental agreement. KenCom agrees to reimburse Kendall County for such expenses. 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. To make all payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

e. To provide at least 60 calendar days prior notice of the need for Kendall County staff to support a special service project.

f. 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. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's, KenCom's, and other KenCom members' records defined as "confidential information":

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 GIS 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 GIS services set forth in this Agreement, Kendall County shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity (including, but not limited to, any other KenCom member) without the prior written approval of the applicable law



enforcement agency.

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

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

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

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

7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of

and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

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

*If to the County:*

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

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

*If to KenCom:*

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

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

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

and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement represents the entire agreement between the parties as it relates to 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 KenCom. 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. This agreement, however, does not interfere with, or affect any other intergovernmental agreements between the parties, including any intergovernmental agreement for technology services.

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

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

**County of Kendall, Illinois**

**Kendall County Emergency Telephone  
Systems Board**

By: \_\_\_\_\_  
Chair, Kendall County Board

By: \_\_\_\_\_  
Chair, KenCom Executive Board

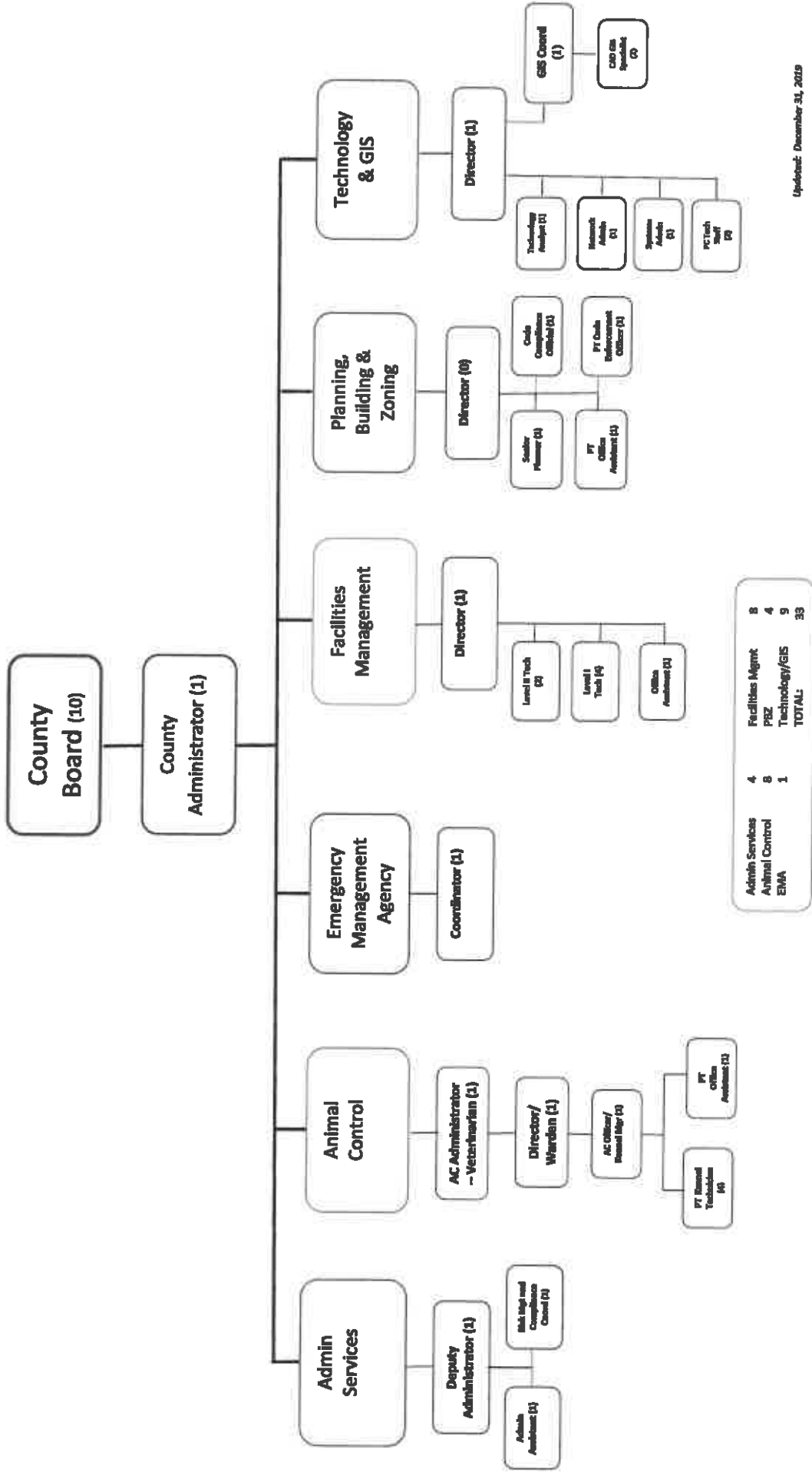
*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary

# KENDALL COUNTY, ILLINOIS ADMINISTRATIVE SERVICES DEPARTMENT ORGANIZATION CHART



Admin Services	4	Facilities Mgmt	8
Animal Control	8	PBZ	4
EMA	1	Technology/GIS	9
<b>TOTAL:</b>	<b>13</b>	<b>TOTAL:</b>	<b>39</b>

Updated: December 31, 2019