1. **Call to Order and Pledge of Allegiance**

2. **Roll Call:** Scott Gryder, Lynn Cullick, Judy Gilmour, Matt Kellogg, Audra Hendrix, Matthew Prochaska, John Purcell, Bob Davidson, Elizabeth Flowers, Tony Giles

3. **Old Business**

4. **New Business**
   - Presentation on Demand response using County Generators by Chris Childress of Progressive Energy.
   - Presentation on installing Solar Field to provide power for County Properties by Chris Childress of Progressive Energy
   - Approval of Licensing Intergovernmental Agreement between Kendall County and KenCom with a Onetime buy in cost of $28,275.00 and annual maintenance cost through 2026 not to exceed $55,682.06
   - Approval of Assignment Intergovernmental Agreement between Kendall County and KenCom
   - Approval of Attachment A to the Licensing Intergovernmental Agreement between Kendall County and KenCom for LERMS annual maintenance cost through 2026 not to exceed $373,960.03
   - Review and Discussion of Security and Operations Intergovernmental Agreement between Kendall County Sheriff and KenCom
   - Discussion on Streamlining the Zoning Process – Boards & Commissions Review Ad Hoc Committee

5. **Public Comment**

6. **Questions from the Media**

7. **Chairman’s Report**

8. **Review Board Action Items**

9. **Executive Session**

10. **Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time*
Kendall County
Committee of the Whole Meeting
Minutes
November 16, 2017

Call to Order at 6:00 PM
Present: Scott Gryder, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Audra Hendrix (excused at 7:40pm), Matt Kellogg, Matt Prochaska and John Purcell

Approval of Agenda

Member Prochaska moved to approve the agenda as written. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Approval of Minutes

Member Prochaska moved to approve the minutes from October 11, 2017. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Committee Business

Economic Development Committee

Bart Olson from the United City of Yorkville spoke about the downtown redevelopment project area #1 extension. The City is looking for a letter of support from the County to extend the ending date from 2029 to 2041.

Admin HR Committee

Worker’s Compensation Bid asked to be on the agenda for approval from ICRMT in an amount not to exceed $171,411. A worker’s compensation bid was also received from IPRF. Discussion on the bids received and the services offered by each bidder. Discussion on competitive bidding and professional services.

Break and Reconvene

Finance Committee

Discussion on Fiscal Year 2018 budget and what to do if the Health Department doesn’t agree to contribute the amount requested and their levy. Discussion on the State’s Attorney budget remaining flat with 2017.
Executive Session

Member Cullick moved to go into executive session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. Motion carried 7-1.

Reconvene

Action Items for County Board

- Approval of Worker's Compensation bid in an amount not to exceed $171,411.

Adjournment

Ms. Prochaska moved to adjourn the meeting. Ms. Flowers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Debbie Gillette
Kendall County Clerk
We hereby enroll in NRG Curtailment Solutions, Inc. (NRGCS) PowerPay Program(s) and authorize NRGCS to be our exclusive demand response provider for all applicable programs offered with PJM Interconnection, LLC (PJM) or utility companies relating to energy, capacity and ancillary services. It is within our authority to curtail electricity usage at our facilities. On an annual basis, NRGCS will provide us with an addendum setting forth the specific program and program parameters for each year. We have the option of determining whether or not to participate in a selected program any given year. We will provide NRGCS with all necessary information to register us in any agreed-upon program and for NRGCS to notify us as required by any program.

Payments for Pre-Emergency and Emergency Programs:

(A.) Capacity Payments: For the Pre-Emergency and Emergency programs we will be paid as follows for our reduction: We will receive 70% of the PJM weighted clearing price for all auctions in which NRGCS has cleared capacity for our zone (Capacity Payment Rate). Payments are made twice a year, prior to December 31st and June 30th. Capacity Payments are only received for reductions during the Performance Obligation Period. Capacity Payments are based on our Capacity Payment Rate multiplied by our expected reduction multiplied by our performance, where:

a. "Expected reduction" is the expected kW reduction NRGCS assigns based upon its assessment of our ability to perform. NRGCS will notify us of the expected reduction. NRGCS shall reassess our expected reduction periodically and maintain sole discretion in determining our expected reduction;

b. "Performance" for purposes of this agreement equals our average performance (capped at 100% per hour) over all called event hours during the Performance Obligation Period. If no event is called, our payments will be based on our performance during any required tests.

(B.) Energy Payments: For Energy Payments in the Pre-Emergency and Emergency programs, we will receive 80% of any energy payments (based on applicable zone Locational Marginal Price per kWh) associated with our reduction, paid no later than every May.

General Terms:

(1.) We will not be subject to out-of-pocket financial penalties by participating in any of the Pre-Emergency and Emergency programs; even if we fail to reduce electricity when called.

(2.) If necessary, NRGCS will install an interval meter at no cost to us. We understand that NRGCS retains ownership of this meter and we will cooperate with NRGCS in the event that NRGCS wishes to recover its meter if we no longer have an agreement with NRGCS.

(3.) For PJM Programs, our participation and payments are contingent upon confirmation of our participation by PJM and the actual sale of our capacity in a PJM auction.

(4.) If we use a generator to provide all or part of our expected reduction, we represent that we have all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s) and shall operate the generator in accordance with the permits during a PJM grid pre-emergency and/or emergency. We shall maintain the permits during the term of this contract and shall promptly notify NRGCS if any of these permits lapses. We will provide NRGCS with a copy of our permits including any renewal.

(5.) We will not incur out-of-pocket costs for retrofitting improvements installed on our generators by NRGCS. We agree to run our generators for demand response when called by NRGCS. We understand that if we terminate this Agreement prior to the end of the contract term, we will owe NRGCS an Early Termination Fee equal to the cost of the retrofitting improvement, prorated by each full year remaining on the contract as follows:

\[
\text{Early Termination Fee} = \left(1 - \frac{\text{years remaining on contract}}{\text{contract term}}\right) \times \text{cost of retrofit Improvement}
\]

An Early Termination Fee shall not be applied if this Agreement is terminated by NRGCS. In addition, the Early Termination Fee shall not be applied for any full year wherein NRGCS elects, at its discretion, not to register our generation resource in the demand response program.

(6.) In order to streamline the registration of our account(s), we authorize NRGCS to act as our agent to complete any documents required by PJM or a utility company in connection with our enrollment in NRGCS's demand response program. This includes a Third Party Authorization to allow our utility to release to NRGCS information such as billing records and meter usage data and a generator attribution form, and to allow NRGCS to complete any forms required to allow NRGCS to install an interval meter if eligible. Such authorization shall remain in effect for the duration of this Agreement.

(7.) This Agreement will be effective as of the date we sign this agreement and will continue for six annual periods (Term). After the Term, this Agreement shall automatically renew annually unless either we or NRGCS notifies the other in writing by February 1st. NRGCS has a right of first refusal to match any other offers for demand response by another provider at the end of the Term of this Agreement or renewal period. NRGCS shall determine its desire to renew or enter any other program and whether we will be registered in the applicable program. If the program we are offered is not the program we have elected to participate in and we do not receive an offer, however this contract will remain in effect and NRGCS will continue to be our exclusive demand response provider. This Agreement and any Addendums constitute our entire agreement with NRGCS and the Agreement may only be modified in writing.

Signature: ___________________________ Title: ___________________________ Date: ___________________________

Signed by NRGCS: ___________________________ Date: ___________________________
ADDENDUM NO. 1

PARTICIPATION IN NRGCS POWERPAY PROGRAM FOR 2018-2019

This Addendum shall be made part of the Agreement between NRG Curtailment Solutions, Inc. and____________________ , dated____.

For the 2018-2019 Program Delivery Year, we agree to participate in the following PowerPay Program (both capacity and energy):

<table>
<thead>
<tr>
<th>Performance Obligation Period:</th>
<th>Jun 1st to Sep 30 each year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Requirements</td>
<td>Reduction within 30-minutes based on PJM’s notification of an Event</td>
</tr>
<tr>
<td>Event Availability:</td>
<td>Any Day Jun – Sept: 10am to 10pm</td>
</tr>
<tr>
<td>Maximum Cycles per Period:</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Event Duration:</td>
<td>Maximum of 10-hours per event</td>
</tr>
<tr>
<td>Tests:</td>
<td>At least one, 1 hour test per year called by PJM and/or NRGCS</td>
</tr>
<tr>
<td>Expected Reduction:</td>
<td>See Confirmation for kWh reduction level</td>
</tr>
</tbody>
</table>

We agree to curtail our electricity use during the Performance Obligation Period when we are notified by NRGCS that PJM has called a Pre-emergency/Emergency Event for our zone. We agree to begin curtailling in sufficient time to meet our Performance Requirements when notified by NRGCS of an Event call by PJM and we agree to use our best efforts to curtail our usage. If no Pre-Emergency/ Emergency Event is called, we agree to participate in a 1-hour test, as scheduled by NRGCS. We will be paid as set forth in the Agreement.

SIGNED BY THE PARTIES AS FOLLOWS:

CUSTOMER (COMPANY) NAME: ________________________________

By: ________________________________ Date: ________________________________

Print Name: ________________________________ Title: ________________________________

NRG CURTAILMENT SOLUTIONS, INC.

By: ________________________________ Date: ________________________________
Kendall County
Demand Response Program

An Opportunity to Earn Revenue for Reducing Your Energy Use
During Peak Electric Demand Events

PROGRESSIVE
ENERGY GROUP
think ahead...move ahead™

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What is a Demand Response Program?

- Program designed to get customers off the grid before a potential Brown Out occurs
- Pays customers based upon how much they reduce their usage during an emergency event
- Payment based on capacity rate x reduction capabilities
- Capacity costs have increased to historically high levels, in ComEd’s territory
- Expected annual income for Kendall County is around $34k/year
  - Payments are made December 31st and June 30th of the program year
  - Includes cost to retrofit Public Safety Center’s existing generator paid by provider
  - No penalty for non-performance in the event Kendall County cannot perform
    - Kendall County would lose the payment for that year
<table>
<thead>
<tr>
<th>Type of Programs Offered</th>
<th>Base Capacity</th>
<th>Capacity Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Required Test</strong></td>
<td>If no emergency event is called, there is 1 One-Hour Test Event that requires participation</td>
<td>If no emergency event is called, there is 1 One-Hour Test Event that requires participation</td>
</tr>
<tr>
<td><strong>Participation Periods</strong></td>
<td>June - September</td>
<td>June - May</td>
</tr>
<tr>
<td><strong>Participation Days</strong></td>
<td>All Days</td>
<td>All Days</td>
</tr>
<tr>
<td><strong>Participation Hours</strong></td>
<td>10am – 10pm</td>
<td>November to April: 10am – 10pm All other periods: 6am – 9pm</td>
</tr>
<tr>
<td><strong>Event Length</strong></td>
<td>10 hours</td>
<td>No Limit</td>
</tr>
<tr>
<td><strong>PJM Notification</strong></td>
<td>30 minutes</td>
<td>30 minutes</td>
</tr>
<tr>
<td><strong>Number of Events</strong></td>
<td>No Limit</td>
<td>No Limit</td>
</tr>
<tr>
<td><strong>Program Length (June each year)</strong></td>
<td>2018 to 2020</td>
<td>2020 – 2024</td>
</tr>
</tbody>
</table>
## Historical Events

<table>
<thead>
<tr>
<th>Year</th>
<th># of Events</th>
<th>Event Durations</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>2 Events</td>
<td>2.8 hours &amp; 4.2 hours</td>
<td>7 total hours</td>
</tr>
<tr>
<td>2006</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>2007</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>2008</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>2009</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>2010</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2011</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2012</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2013</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2014</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2015</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2016</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
<tr>
<td>2017</td>
<td>0</td>
<td>1 One-hour test</td>
<td>1 hour total</td>
</tr>
</tbody>
</table>

**Since 2006, ComEd has had no mandatory emergency events**
<table>
<thead>
<tr>
<th>Load Response Company</th>
<th>Capacity Payment Split</th>
<th>Failure to Shed Penalty</th>
<th>Contracted Years</th>
<th>Option to Sell Power Back</th>
<th>Option to Cancel at Anytime</th>
<th>Underperformance Penalty</th>
<th>Equipment Retrofit Out of Pocket Cost ($46k)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-Power</td>
<td>65%</td>
<td>Yes</td>
<td>5 years</td>
<td>N/A</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NRGCS</td>
<td>70%</td>
<td>No</td>
<td>6 years</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>Direct Energy</td>
<td>70%</td>
<td>No</td>
<td>5 years</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>ENERGON</td>
<td>70%</td>
<td>No</td>
<td>5 years</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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# Revenue Projection

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered KW</td>
<td>680</td>
<td>680</td>
<td>680</td>
<td>680</td>
<td>680</td>
<td>680</td>
<td>680</td>
</tr>
<tr>
<td>Capacity Rate</td>
<td>$73,075</td>
<td>$66,8775</td>
<td>$68,663</td>
<td>$70,210</td>
<td>$71,788</td>
<td>$73,403</td>
<td>$73,403</td>
</tr>
<tr>
<td>Capacity Payment Split</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>Capacity Payment</td>
<td>$34,784</td>
<td>$31,841</td>
<td>$32,684</td>
<td>$33,419</td>
<td>$34,171</td>
<td>$34,940</td>
<td>$201,840</td>
</tr>
</tbody>
</table>

* Years 4, 5, and 6 are estimates as capacity pricing is set 3 years in advance.
Recommended Next Steps

- Sign Contract with NRG
  - Highest Revenue Share (70%)
  - 6 year program beginning June 2018 through May 2023
    - Load Response Revenue Projection Total = $201,480
  - No out of pocket expense for Equipment Retrofit
    - Public Safety Center’s generator will need to retrofitted for participation into the program. Cost of Retrofit = $46,556.
  - No penalty for non compliance
  - No Right of 1st Refusal Language
  - Will Pay per kWh for cost to run if an event is called ($0.08/kWh)

- Finalize Volume that will be Shed
  - Total capability 680 KW (recommended)
  - Generator and Voluntary Load Reduction to maximize volume reduce
Kendall County

"New State Sponsored Energy Credits Make Solar Affordable"
What We Are Proposing?

- Dedicate 5 - 10 acres for Solar field
- Winning Vendor Builds a 1.0 – 2.0 MW solar field
  - Generate between 1,500,000 kWh to 3,500,000 million kWh per year
- Winning Vendor Selected by Kendall County
  - RFP, Project Management and aggregating other potential sites we be handled by Progressive Energy Group
- Winning Vendor Paid by PPA with Kendall County (Power Purchase Agreement)
  - 20 – 25 year PPA with Kendall County
  - Expected Price to be between $0.045 - $0.055 per kWh (30% lower than current costs)
- No Capital Investment by Kendall County
Location of Proposed Field

Kendall County Solar Map

6.82 Community Solar array

10.2 Acre behind the meter solar array

Legend:
- Yatching Dragginguttle
- Plant Mix Storage
- Plant Middle School
- Plant Store

Google Earth
How it Benefits Kendall County

- Lower Operating Costs
  - Current Cost Per kWh 7.5 cents (electric supply and ComEd costs)
  - Expected Cost Per kWh 4.5 cents – 5.5 cents (depending on size of field)
  - Annual Electric Cost Reduction $40,000 - $105,000 per year (depending on size)
  - $1,000,000 - $2,625,000 Term Savings (depending on size)

- Guaranteed Performance on Solar Field

- No Cost to Operate or Maintain Field

- Backup Power Provided by ComEd

- Reduces Carbon Footprint with No Investment
  - Good for Environment & No Investment
    - 7.5 million car miles per year
    - 340,000 gallons of gasoline per year
Why Solar Now?

- Illinois Power Agency (IPA) Incentives
  - 2018 Block Incentive Program
  - When Money is used up program will be over

- ComEd Rebates for Solar

- Federal Tax Credits

- Accelerated Depreciation

- Building Costs Currently Low
  - Could change with Tariff on Solar Panels
PPA between Kendall County and Solar Vendor

Kendall County (end user)
- Provides/owns land for solar system
- Receives cheap onsite Power
- 20% - 30% lower than current costs

Solar Vendor (system owner)
- Enrolls Kendall County into IPA sREC for Spring 2018
- Finances solar systems
- Responsible for sREC deliveries
- Design/Build/Own/Operates solar system
- Provides Performance Guarantee

PPA Payments
- Energy Supply
- Solar Energy Supply

Rebate Value
- Federal Government (ITC and MACRS)
- ComEd Rebates
- sREC and rebate value

Balance of Power
- ComEd Utility
- Continues to supply energy
- ComEd Solar Rebate
Why PPA vs. Ownership?

- Federal Tax Credits and Accelerated Depreciation
  - Kendall County can’t utilized
- Solar Operational Expertise
  - Not core competency of Kendall County Staff
- 25 year Performance Guarantee
  - No additional fees or operational expense
  - Obligation of vendor to perform or pay
- Decommissioning paid by vendor
## Project Timeline

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Get approval to move forward from Kendall County Board</td>
<td>January 2018</td>
</tr>
</tbody>
</table>
| Send out RFP  
  - Coordinate Site Visit, RFP clarifications/questions  
  - Coordinate/Consolidate/Review Bids | January 2018 |
| Present Findings to Kendall County  
  - Seek Go/No decision from Kendall County | February 2018 |
| ComEd Interconnect Approval (fee paid by developer) | January – March 2018 |
| Submit Application to Illinois Power Authority (IPA)  
  - Anticipated day when IPA will start accepting applications | April 2018 |
| Expected Illinois Power Authority (IPA) Approval | June 2018 |
| Oversee Final Contract Negotiations & Vendor Obligations  
  - Field Construction and Performance  
  - PPA invoices and Solar Field Performance | July 2018 |
| Field Construction and Startup | 1st quarter 2019 |
KENDALL COUNTY SHERIFF'S OFFICE
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby
entered into by and between the Kendall County Emergency Phone Service and Communications
Board, 1102 Cornell Lane, Yorkville, Illinois, and the County of Kendall, a unit of local government
of the State of Illinois, on behalf of itself and on behalf of Dwight Baird, in his official capacity as the
Elected Sheriff of the Kendall County, Illinois (hereinafter collectively referred to as "KCSO") Sheriff's
Office, 1102 Cornell Lane, Yorkville, Illinois 60560. For purposes of this Agreement, the Kendall County
Emergency Phone Service and Communications Board and the Kendall County Sheriff’s Office shall
hereinafter collectively be referred to as "the parties".

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, the Kendall County Sheriff's Office (hereinafter referred to as "KCSO"), and the
Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as
"KenCom"), are units of local government within the meaning of Article VII, Section 10 of the Illinois
Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the
Intergovernmental Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that
allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided
Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law
Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime
Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred
to as "Tyler/New World software"); and

WHEREAS, said Tyler/New World software includes multi-jurisdictional features which allow
the sharing of Tyler/New World software amongst different agencies; and

WHEREAS, KenCom will operate the Tyler/New World software on its server(s); and

WHEREAS, KCSO and KenCom desire to enter into this Agreement in order to provide an
arrangement which would facilitate the use of the Tyler/New World Software by KCSO through the
use of the server(s) operated by KenCom; and

WHEREAS, the parties to this Agreement agree that the server(s) operated by KenCom has
sufficient capacity at the present time to handle the Tyler/New World computer software which
Tyler/New World intends to provide to KCSO; and

WHEREAS, the parties that have executed this Agreement have the requisite authority to
execute this Agreement and intend by the execution of this Agreement to bind KenCom and KCSO
respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement agree to share this agreement with KenCom.
KENDALL COUNTY SHERIFF'S OFFICE
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations

Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed
by legal counsel for the respective agencies and approved by the respective governing bodies, if any.

WHEREAS, KCSO, while using the Tyler/New World software on the KenCom server, will be
bound by the terms of this Security and Operations IGA.

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

1. The above recitals are incorporated herein by reference.

2. This IGA will not be considered effective until both the Tyler/New World Assignment from
Kendall County and Tyler/New World Licensing and Maintenance Fees IGA are signed by the
parties. In the event of any conflict between the terms and conditions of this Agreement,
the Tyler/New World Assignment and/or the Tyler/New World Licensing and Maintenance
Fees IGA, the order of precedence shall be: first, the Assignment; then, the Tyler/New
World Licensing and Maintenance Fees IGA; and then, this Agreement.

3. In the event the Tyler/New World Licensing and Maintenance Fees IGA and the Tyler/New
World Assignment are not signed by the parties within six (6) months after the date the
parties execute this Agreement, this Agreement shall become null and void.

4. KCSO shall have the right to remove data owned by KCSO from the KenCom server, but
KCSO is responsible for their costs incurred to remove the data. KCSO will abide by terms
set forth in this IGA for so long as KenCom and KCSO have possession of or access to the
Tyler New World software and/or records.

5. Data imported, records created and stored by a fire or police agency on the KenCom
Tyler/New World server in the fire and police Records Management Software System is the
property of the Impounding agency.

6. KCSO will be permitted to use the KenCom computer network to access KenCom’s
Tyler/New World server(s) owned and maintained by KenCom for the purposes of the
operation of Tyler/New World software.

7. All connectivity charges including hardware, software, services and security incurred with
connection with KCSO’s access to and operation of the Tyler/New World software on the
KenCom computer network will be at the cost of KCSO and will be paid directly by KCSO.

8. KenCom will own and maintain the Tyler/New World server(s). KenCom will bear sole
responsibility and cost for the maintenance and replacement of KenCom’s hardware that
operates the Tyler/New World software.

9. KenCom will arrange for all backup, data recovery and security systems in accordance with
the regulations and operating procedures of KenCom approved by the Operations and

Commented [12]: KenCom deleted the following sentence: "KenCom shall not charge KCSO a server fee for
the Agency's access to and use of the KenCom computer network without the Agency's prior written consent."

We included this sentence in our last draft because Scott Koeppel raised concern about KenCom assessing a "server fee". We would recommend this sentence be put back in the final IGA. The fact that KenCom removed it suggests they believe they have the right to assess a server fee.

PLEASE CONFIRM IF THE COUNTRY IS OKAY WITH POSSIBLY HAVING AN UNKNOWN SERVER FEE ASSESSED BY KEN COM.

Commented [13]: We had requested that KenCom obtain our consent before incurring such connectivity charges.

KenCom removed this language. We would recommend this provision be put back in the IGA. Otherwise, there is NO method for the County to control costs in this aspect of the IGA. PLEASE CONFIRM IF THE COUNTY IS OKAY WAIVING THIS RIGHT.
10. KenCom and KCSO will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the Tyler New World server(s) or the KenCom computer network.

11. KenCom will arrange for scheduled system downtime for maintenance with no less than a twenty-four (24) hour confirmed notice to KCSO's designee. Upon execution of this IGA, KCSO will provide KenCom with the name and contact information of their designee.

12. KenCom will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to KCSO. KenCom shall provide notice of the unscheduled downtime to KCSO's designee as soon as practical.

13. KCSO will administer all aspects of KCSO's use of the Tyler/New World software including the issuance of passwords, authorizing of new users, discontinuing access of former users, assignment of security levels and all other administrative aspects of KCSO's use of the Tyler/New World software.

14. KenCom or KCSO shall be responsible for responding to requests for other agency's information, whether by FOIA or any other requests. In no event shall KenCom release any of KCSO's RMS records to a third party without the prior written consent of KCSO unless ordered to do so by a court. In no event shall KCSO release any of the KenCom CAD records to a third party without the prior written consent of KenCom unless ordered to do so by a court.

15. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization.

16. KenCom will effectuate and keep current a signed agreement or IGA with their contracted IT provider that will allow access to the Tyler/New World server(s) or computers that operate Tyler/New World software for maintenance purposes only, that prevents IT staff from viewing data that exists on the server(s) and computers unless necessary for the purpose of maintenance and that forbids dissemination of any data that is accessed on the server(s) or computers during the course of performing maintenance.

17. The parties agree that any modification to the Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.

18. This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies.
at law of in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared 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 the 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.

19. Any notice required or permitted to be given pursuant to this Agreement, with the exception of scheduled and unscheduled system maintenance, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to Attention: Director, 1100 Cornell Lane, Yorkville, IL 60560, Fax (630) 882-6532, email KenComAdmin@co.kendall.il.us and, in the case of notice to KCSD, send to {Designee}, {Title}, {Address}, {Fax}, {Email}. Notice shall be effective upon receipt by the other party.

20. 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 such 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 of 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.

21. This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.

22. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.

23. This Agreement 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 Agreement.
KENDALL COUNTY SHERIFF'S OFFICE
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) — Tyler/New World Security and Operations

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

Kendall County Emergency Phone Service and
Communications Board

Name: 
Title: Chairman, KenCom Executive Board
Date: 
Signature: 

Kendall County Sheriff's Office, Illinois

Name: 
Title: 
Date: 
Signature: 

Revision Date 12/5/1711/14/2017 Page 5 of 5
KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) - Tyler/New World Licensing and Maintenance Fees

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby
entered into by and between the Kendall County Emergency Phone Service and Communications Board,
1100 Cornell Lane, Yorkville, Illinois 60560 (hereinafter referred to as "KenCom") and the County of
Kendall, a unit of local government, of the State of Illinois Kendall County on behalf of itself and on
behalf of Dwight Baird, in his official capacity as the elected Sheriff of Kendall County, Illinois,
(hereinafter collectively referred to as "KCSO"). For purposes of this Agreement, KenCom and KCSO shall
hereinafter collectively be referred to as "the parties".

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, KCSO and KenCom are units of local government within the meaning of Article VII,
Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental
agreements pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that
allow for operation of the Tyler/New World software; including, but not limited to,
Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management,
Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime
Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred
to as "Tyler/New World software"); and

WHEREAS, KCSO has requested KenCom to obtain on their behalf software licensing and
hardware for Tyler/New World Mobile Messaging, Tyler/New World Field Based Reporting and/or the
Tyler/New World Records Management System;

WHEREAS, the parties that have executed this Agreement have the requisite authority to
execute this Agreement, and intend by the execution of this Agreement to bind KenCom and KCSO
respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this
Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by
legal counsel for the respective agencies and approved by the respective governing bodies if any.

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

1) The above recitals are incorporated herein by reference.

2) This IGA will not be considered effective until both the Tyler/New World Assignment from
Kendall County and Tyler/New World Security and Operations IGA are signed by the parties. In
the event of any conflict between the terms and conditions of this Agreement, the Tyler/New
World Assignment, and/or the Tyler/New World Security and Operations Agreement, the order

Commented [10]: We previously requested the "or" be deleted. I'm not sure if this was an oversight or intentional
to put the "or" back in. By including "or", it suggests
KenCom could obtain 1 of these but not all. Unless KCSO
has some reason or purpose to include "or" here, I would
recommend it be deleted.
KENDALL COUNTY SHERIFF’S OFFICE, KENDALL COUNTY, ILLINOIS AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees

of precedence shall be: first, the Assignment; then, this Agreement; and then, the Tyler/New World Security and Operations Agreement.

3) In the event the Tyler/New World Security and Operations Agreement and the Tyler/New World Assignment are not signed by the parties within six (6) months after the date the parties execute this Agreement, this Agreement shall become null and void.

4) KCSO agrees to reimburse KenCom for initial one-time buy-in costs for Tyler/New World products listed in Table #1 which will be invoiced by KenCom on April 1st and will be due no later than (60) days after KCSO’s receipt of the Invoice.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Per Item Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Tyler/New World Software Licenses for Mobile CAD</td>
<td>$300</td>
<td>$8,700.00</td>
</tr>
<tr>
<td>29</td>
<td>Permanent Mount Hardware for AVL (no annual maintenance)</td>
<td>$75</td>
<td>$2,175.00</td>
</tr>
<tr>
<td>29</td>
<td>Tyler/New World Software Licenses for Mobile In-Car Mapping</td>
<td>$75</td>
<td>$2,175.00</td>
</tr>
<tr>
<td>29</td>
<td>Third Party Software Licenses for In-Car Mapping</td>
<td>$150</td>
<td>$4,350.00</td>
</tr>
<tr>
<td>29</td>
<td>Tyler/New World Field Based Reporting Mobile/Desktop Software Licenses</td>
<td>$300</td>
<td>$8,700.00</td>
</tr>
<tr>
<td>29</td>
<td>Tyler/New World Field Based Reporting Field Investigation Mobile/Desktop Software Licenses</td>
<td>$75</td>
<td>$2,175.00</td>
</tr>
</tbody>
</table>

Grand Total One-Time Buy-In Cost: $28,275.00

5) KCSO agrees to reimburse KenCom within (60) days of purchase for any additional software and/or equipment procured from Tyler/New World by KenCom on behalf of KCSO after the Initial buy-in, provided KCSO has requested in writing the additional software and/or equipment purchase.

6) KCSO agrees to reimburse KenCom for on-going annual maintenance costs for software licensing for Tyler/New World products and Third Party Software listed in Table #1 above according to an estimated maintenance fee schedule as set forth in the following Table #2:

<table>
<thead>
<tr>
<th>Year</th>
<th>Period Covered</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>July 1st, 2017 – June 30th, 2018</td>
<td>$0</td>
</tr>
<tr>
<td>2018</td>
<td>July 1st, 2018 – June 30th, 2019</td>
<td>$5,481.00</td>
</tr>
<tr>
<td>2019</td>
<td>July 1st, 2019 – June 30th, 2020</td>
<td>$5,845.43</td>
</tr>
<tr>
<td>2020</td>
<td>July 1st, 2020 – June 30th, 2021</td>
<td>$5,814.79</td>
</tr>
<tr>
<td>2021</td>
<td>July 1st, 2021 – June 30th, 2022</td>
<td>$5,988.24</td>
</tr>
<tr>
<td>2022</td>
<td>July 1st, 2022 – June 30th, 2023</td>
<td>$6,168.91</td>
</tr>
<tr>
<td>2023</td>
<td>July 1st, 2023 – June 30th, 2024</td>
<td>$6,353.98</td>
</tr>
<tr>
<td>2024</td>
<td>July 1st, 2024 – June 30th, 2025</td>
<td>$6,544.60</td>
</tr>
<tr>
<td>2025</td>
<td>July 1st, 2025 – June 30th, 2026</td>
<td>$6,740.94</td>
</tr>
<tr>
<td>2026</td>
<td>July 1st, 2026 – June 30th, 2027</td>
<td>$6,943.17</td>
</tr>
</tbody>
</table>
KENDALL COUNTY SHERIFF'S OFFICE, KENDALL COUNTY, ILLINOIS AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees

The parties agree the calculated annual maintenance costs set forth in Table #2 are based on the number and type of software license fees listed in Table #1 above. The parties understand and agree the estimated maintenance fee schedule set forth in Table #2 is subject to change if KenCom purchases additional Mobile and Field Based Reporting software for KCSO’s use, provided KCSO has agreed to the additional software purchase on KCSO’s behalf.

7) Annual maintenance costs will be billed annually by KenCom on April 1st and will be due no later than (60) days after KCSO’s receipt of the Invoice.

8) KCSO agrees to reimburse KenCom for KCSO’s portion of the Tyler/New World Records Management System annual maintenance costs for a period of no less than (10) years beginning on July 1st, 2017, to the extent permitted by law. KCSO’s portion of the Tyler/New World Records Management System maintenance costs will be billed annually by KenCom on April 1st and will be due no later than (60) days after KCSO’s receipt of the Invoice.

For purposes of this Agreement, the Records Management System includes the software listed in Attachment B – Fourth Amendment of the KenCom Tyler New World Agreement.

** See Attachment A – Tyler/New World Law Records Management System Cost Sharing Agreement for the agreed upon portion of the Records Management System to be paid by KCSO, which is incorporated by reference herein. **

9) Affected member agencies with a cost sharing agreement for Tyler/New World Records Management Software will have thirty (30) days to respond to a request for cost sharing information in regards to agencies interested in joining KenCom. If the affected member agencies fail to reach consensus within thirty (30) days, the KenCom Finance Committee will determine what the cost sharing amount will be for the new agency.

10) The parties agree that any modification to this Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.

11) This Agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared 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 the 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.

12) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to,
13) 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 of 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.

14) This Agreement’s effective date is the last date of execution of the Parties. This Agreement shall be in effect for a period of two (2) years from the effective date of the Agreement and shall automatically renew each year for successive one (1) year periods, for up to eight (8) years, unless KCSEO gives written notice to cancel the renewal to KenCom at least ninety (90) calendar days prior to the effective date of the renewal. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the Agreement’s effective date. Upon written notice of intent to cancel the renewal, KCSEO shall continue to have access to the Tyler/New World software on KenCom’s server for a period of at least eighteen (18) months from the date such notice is received. KenCom will cooperate with KCSEO in transferring KCSEO’s records and data back to KCSEO in working order. The costs incurred to transfer KCSEO’s records and data back to KCSEO shall be borne by KCSEO. Also, in the event KCSEO provides written notice to cancel the renewal, KCSEO shall be responsible for the remaining amounts set forth in this Agreement to the extent permitted by law.

15) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.

16) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.

17) This Agreement 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 Agreement.
KENDALL COUNTY SHERIFF’S OFFICE, KENDALL COUNTY, ILLINOIS AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees

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

Kendall County Emergency Phone Service and Communications Board

Name: ____________________________
Title: Chairman, KenCom Executive Board
Date: ____________________________
Signature: ________________________

Kendall County Sheriff’s Office, Illinois

Name: ____________________________
Title: ____________________________
Date: ____________________________
Signature: ________________________

The County of Kendall, Illinois

Name: ____________________________
Title: ____________________________
Date: ____________________________
Signature: ________________________
KenCom's annual maintenance fees associated with the Tyler/New World Law Enforcement Records Management System are listed in Table #1 below. The annual maintenance costs set forth in Table #1 shall be shared among the police agency members of KenCom using the Tyler/New World Law Enforcement Records Management Systems during the year when said maintenance cost is due. The police agencies will determine the cost sharing percentages for each applicable police agency and make notification to KenCom for the purpose of invoicing. The police agencies listed in Table #2 below agree to share the total cost of the annual maintenance fees according to the amounts listed in Table #1.

Table #1 - On-Going Annual Maintenance Costs Law Enforcement Records Management System

<table>
<thead>
<tr>
<th>Year</th>
<th>Period Covered</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July 1st, 2017 – June 30th, 2018</td>
<td>$144,452</td>
</tr>
<tr>
<td>2</td>
<td>July 1st, 2018 – June 30th, 2019</td>
<td>$104,000</td>
</tr>
<tr>
<td>3</td>
<td>July 1st, 2019 – June 30th, 2020</td>
<td>$107,120</td>
</tr>
<tr>
<td>4</td>
<td>July 1st, 2020 – June 30th, 2021</td>
<td>$90,000</td>
</tr>
<tr>
<td>5</td>
<td>July 1st, 2021 – June 30th, 2022</td>
<td>$92,700</td>
</tr>
<tr>
<td>6</td>
<td>July 1st, 2022 – June 30th, 2023</td>
<td>$95,481</td>
</tr>
<tr>
<td>7</td>
<td>July 1st, 2023 – June 30th, 2024</td>
<td>$98,345</td>
</tr>
<tr>
<td>8</td>
<td>July 1st, 2024 – June 30th, 2025</td>
<td>$101,296</td>
</tr>
<tr>
<td>9</td>
<td>July 1st, 2025 – June 30th, 2026</td>
<td>$104,435</td>
</tr>
<tr>
<td>10</td>
<td>July 1st, 2026 – June 30th, 2027</td>
<td>$107,465</td>
</tr>
</tbody>
</table>

Table #2 - Cost Sharing of the Law Enforcement Records Management System

<table>
<thead>
<tr>
<th>Year</th>
<th>Police Agencies</th>
<th>Percentage Split</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Montgomery Police Department (RMS + FBR)</td>
<td>(55% of remaining bal.)</td>
<td>$75,525.00</td>
</tr>
<tr>
<td></td>
<td>Kendall County Sheriff's Office (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$19,739.05</td>
</tr>
<tr>
<td></td>
<td>Oswego Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$19,739.05</td>
</tr>
<tr>
<td></td>
<td>Plano Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$19,739.05</td>
</tr>
<tr>
<td>2018</td>
<td>Montgomery PD (RMS + FBR)</td>
<td></td>
<td>$37,135.19</td>
</tr>
<tr>
<td></td>
<td>Montgomery PD IT Service Cost</td>
<td></td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Kendall County Sheriff's Office (RMS)</td>
<td>(55% of remaining bal.)</td>
<td>$36,781.15</td>
</tr>
<tr>
<td></td>
<td>Oswego Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$10,081.22</td>
</tr>
<tr>
<td></td>
<td>Yorkville Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$10,081.22</td>
</tr>
<tr>
<td></td>
<td>Plano Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$10,081.22</td>
</tr>
<tr>
<td>2019</td>
<td>Montgomery PD (RMS + FBR)</td>
<td></td>
<td>$38,238.95</td>
</tr>
<tr>
<td></td>
<td>Montgomery PD IT Service Cost</td>
<td></td>
<td>$4,000</td>
</tr>
<tr>
<td></td>
<td>Kendall County Sheriff's Office (RMS)</td>
<td>(55% of remaining bal.)</td>
<td>$37,884.57</td>
</tr>
<tr>
<td></td>
<td>Oswego Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$10,332.16</td>
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<tr>
<td></td>
<td>Yorkville Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$10,332.16</td>
</tr>
<tr>
<td></td>
<td>Plano Police Department (RMS)</td>
<td>(15% of remaining bal.)</td>
<td>$10,332.16</td>
</tr>
<tr>
<td>2020</td>
<td>Montgomery PD (FBR – Base Module)</td>
<td></td>
<td>$2,055.25</td>
</tr>
<tr>
<td></td>
<td>Montgomery PD (FBR – Accident Investigation)</td>
<td></td>
<td>$1,546.94</td>
</tr>
<tr>
<td></td>
<td>Montgomery PD (FBR – Demographic Profiling)</td>
<td></td>
<td>$987.24</td>
</tr>
<tr>
<td></td>
<td>Montgomery PD (IT Service Cost)</td>
<td></td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Montgomery Police Department (RMS)</td>
<td>(15% of RMS Maintenance)</td>
<td>$12,899.78</td>
</tr>
</tbody>
</table>

Commented [E1]: How often will this be done? It is not set forth in this RIA. In our draft, we proposed "On an annual basis." However, that was removed from here. Arguably, police agency could say that it only has to make this determination once and never look at it again, with the language as written. I don't believe that is the intent, and I would recommend you clarify this here.

Commented [E2]: The revised draft still doesn't address our concern about whether all agencies must agree or whether it is a majority. Also, this draft doesn't address what happens if all agencies don't agree. I assume the highlighted language in the RIA re: KenCom's Finance Committee probably applies to this question here, but please confirm. If so, you may want to simply move that language from there and put it here so that it makes sense in the context of the agreement.

Also, as asked in our last draft, if the police agencies are determining the cost sharing percentages, why is Table 2 necessary here? Seeing the agencies will decide in one sentence and then saying what the percentages are in the next sentence is redundant.
<table>
<thead>
<tr>
<th>Department</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oswego Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $12,899.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yorkville Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $12,899.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plano Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $12,899.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kendall County Sheriff’s Office (RMS)</td>
<td>(40% of RMS Maintenance) $34,399.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery PD (FBR – Base Module)</td>
<td>$2,127.21</td>
<td>$2,191.03</td>
<td>$2,256.76</td>
<td>$2,324.46</td>
<td>$2,394.20</td>
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<td>Montgomery PD (FBR – Accident Investigation)</td>
<td>$1,595.41</td>
<td>$1,643.27</td>
<td>$1,692.57</td>
<td>$1,743.35</td>
<td>$1,795.65</td>
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<tr>
<td>Montgomery PD (FBR – Demographic Profiling)</td>
<td>$398.86</td>
<td></td>
<td></td>
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<tr>
<td>Montgomery PD (IT Service Cost)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Montgomery Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $13,286.78</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Plano Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $13,286.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Oswego Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $13,286.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yorkville Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $13,286.78</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Kendall County Sheriff’s Office (RMS)</td>
<td>(40% of RMS Maintenance) $35,431.40</td>
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</tbody>
</table>
### Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement

<table>
<thead>
<tr>
<th></th>
<th>Yorkville Police Department (RMS)</th>
<th>(15% of RMS Maintenance) $14,954.44</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Kendall County Sheriff's Office (RMS)</td>
<td>(40% of RMS Maintenance) $39,878.47</td>
</tr>
<tr>
<td>2026</td>
<td>Montgomery PD (FBR – Base Module)</td>
<td>$2,466.02</td>
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<tr>
<td></td>
<td>Montgomery PD (FBR – Accident Investigation)</td>
<td>$1,849.52</td>
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<tr>
<td></td>
<td>Montgomery PD (FBR – Demographic Profiling)</td>
<td>$462.39</td>
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<td></td>
<td>Montgomery PD (IT Service Cost)</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Montgomery Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $15,403.06</td>
</tr>
<tr>
<td></td>
<td>Plano Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $15,403.06</td>
</tr>
<tr>
<td></td>
<td>Oswego Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $15,403.06</td>
</tr>
<tr>
<td></td>
<td>Yorkville Police Department (RMS)</td>
<td>(15% of RMS Maintenance) $15,403.06</td>
</tr>
<tr>
<td></td>
<td>Kendall County Sheriff's Office (RMS)</td>
<td>(40% of RMS Maintenance) $41,074.83</td>
</tr>
</tbody>
</table>

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**Kendall County Emergency Phone Service and Communications Board**

**Kendall County Sheriff’s Office, Illinois**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
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<table>
<thead>
<tr>
<th>Title: Chairman, KenCom Executive Board</th>
<th>Title:</th>
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**Commented [1]:** We asked the question before, but it has never been answered by KenCom: what if another law enforcement agency begins, revises and/or discontinues its use of this software during the term of the IGA? How and when will the percentages change? We previously proposed language to address this issue, but it was rejected by KenCom with no alternative language offered. This really needs to be addressed in the agreements.

**The County of Kendall, Illinois**

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ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is hereby entered into by and between the following parties: the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") on behalf of itself and on behalf of Dwight Baird, in his official capacity as the elected Sheriff of Kendall County, Illinois ("KCSO"), and the Kendall County Emergency Phone Service and Communications Board, a unit of local government of the State of Illinois ("KenCom") (hereinafter collectively referred to as "the Parties").

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, KenCom and Kendall County are units of local government within the meaning of Article VII, Section 10 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, Kendall County on behalf of the KCSO, previously entered into agreements with New World Computer Systems Corporation ("New World") dated December 14, 2007 (a true and correct copy is attached hereto as Exhibit A), June 16, 2015 (a true and correct copy is attached hereto as Exhibit B), and November 25, 2002 (a true and correct copy is attached hereto as Exhibit C) for the purchase, installation and maintenance of certain law enforcement software (hereinafter collectively referred to as "Kendall County Tyler Agreements").

WHEREAS, sometime thereafter, Tyler Technologies, Inc. ("Tyler") assumed New World's rights and obligations under the Kendall County Tyler Agreements; and

WHEREAS, the following Tyler public safety software is currently being provided to Kendall County and KCSO pursuant to the Kendall County Tyler Agreements: Law Enforcement Records Management Software, Corrections

Revision Dated 11/14/2017
ASSIGNMENT

Management Software, Photo Imaging Software, Data Analysis/Crime Mapping/Management Reporting Software and ESRI Embedded Applications (hereinafter referred to as "KCSO Tyler Public Safety Software"); and

WHEREAS, since the execution of the Kendall County Tyler Agreements, the Parties have learned that Tyler offers additional software and hardware that includes multi-jurisdictional features that could allow the sharing of Tyler's software amongst different public safety agencies including, but not limited to, KenCom, KCSO and other units of local government who are members of KenCom;

WHEREAS, KenCom has purchased Computer Aided Dispatch (CAD) software through Tyler which will interface with KCSO's existing Tyler Public Safety Software; which includes, but is not limited to, Law Enforcement Records Management Software, Corrections Management Software, Photo Imaging Software, Data Analysis/Crime Mapping/Management Reporting Software and ESRI Embedded Applications and could benefit not only KenCom's participating member agencies (including KCSO), but also the citizens of Kendall County; and

WHEREAS, KenCom requests Kendall County assign all of its rights and obligations under the existing Kendall County Tyler Agreements so that KenCom could then execute the Fourth Amendment to the KenCom Tyler Agreement, which will allow the current Kendall County Tyler Public Safety Software to be moved to KenCom's servers for interoperability with the other Tyler software modules purchased.

In light of all of the above, it is in the best interest of the Parties that the Kendall County Tyler Agreements be assigned by Kendall County to KenCom; and NOW THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The above recitals and exhibits are incorporated herein by reference.

2. ASSIGNMENT OF THE KENDALL COUNTY TYLER AGREEMENTS

Upon the Parties' execution of this Assignment, the Tyler/New World Security and Operations Intergovernmental Agreement and the Tyler/New World Licensing and Maintenance Fee
ASSIGNMENT

Intergovernmental Agreement, Kendall County does assign any and all of its rights, obligations and interests in the Kendall County Tyler Agreements to KenCom and KenCom accepts said assignment. However, this assignment is contingent upon KenCom and Tyler's execution of the Fourth Amendment to the KenCom Tyler Agreement. In the event the Fourth Amendment to the KenCom Tyler Agreement is not fully executed by KenCom and Tyler within six (6) months after execution of this Assignment, this Assignment, the Tyler/New World Security and Operations Intergovernmental Agreement and the Tyler/New World Licensing and Maintenance Fee Intergovernmental Agreement shall be null and void.

3. MISCELLANEOUS

In any action with respect to this Assignment, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Assignment shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Assignment shall be Kendall County, Illinois. If any provision of this Assignment shall be declared 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 the Assignment, and in either case the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.
ASSIGNMENT

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers on the below date.

Dated: ______________________

KENDALL COUNTY, ILLINOIS

________________________
Kendall County Board Chairman

________________________
Kendall County Clerk

KENDALL COUNTY EMERGENCY
PHONE SERVICE AND COMMUNICATIONS
BOARD

________________________
KenCom Executive Board Chairman

New World Computer Systems Corporation does hereby consent to the above Assignment.

________________________
New World Computer Systems Corporation
Representative

Revision Dated 11/14/2017
Existing
Kendall County
Rezoning Process (Map Amendment)

Optional Pre-Submission Meeting with PBZ Staff

Submit Complete Application to PBZ Department (and relevant township and municipality)

ZPAC Review (Staff)

Township Meeting

Plan Commission Review

1.5 Mile Jurisdictional Review

ZBA Public Hearing

PBZ Review (County Board Committee)

Must provide 30 days for Township written objection

County Board

3rd Tuesday – 9:00 am

Notes:
1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Current policy (as provided on application forms) requires the petition to be heard and discussed by the affected Township and Municipality prior to being placed on the RPC agenda. However, Statute only requires that they (Township and Municipality) provide comments prior to action by the County Board. Given the expedited timeline noted above, a formal response from the Township and Municipality may not be available at the RPC or ZBA Hearing.
Notes:
1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan-Commission, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Current policy (as provided on application forms) requires the petition to be heard and discussed by the affected Township and Municipality prior to being placed on the ZBA/RPC agenda. However, Statute only requires that they (Township and Municipality) provide comments prior to action by the County Board. Given the expedited timeline noted above, a formal response from the Township and Municipality may not be available at the RPC or ZBA Hearing.
Existing
Kendall County
Text Amendment Process

Optional Pre-Submission Meeting with PBZ Staff

Submit Complete Application to PBZ Department

ZPAC Review (Staff)

Plan Commission Review

ZBA Public Hearing

PBZ Review (County Board Committee)

County Board

3rd Tuesday – 9:00am

Notes:
1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
Notes:
1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan-Commission, ZBA, PBZ and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Current policy (as provided on application forms) requires the petition to be heard and discussed by the affected Township and Municipality prior to being placed on the ZBA RPC agenda. However, Statute only requires that they (Township and Municipality) provide comments prior to action by the County Board. Given the expedited timeline noted above, a formal response from the Township and Municipality may not be available at the RPC or ZBA Hearing.
4. The Plan Commission and ZPAC shall review all text amendments involving their powers and duties.
Existing
Kendall County
Special Use Process

Optional Pre-Submission Meeting with PBZ Staff

Submit Complete Application to PBZ Department (and relevant Township and Municipality)

ZPAC Review (Staff)

Township Meeting

Plan Commission Review

1.5 Mile Jurisdictional Review

Hearing Officer Public Hearing

County Board

PBZ Review (County Board Committee)

3rd Tuesday – 9:00am

Notes:

1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, Hearing Officer, and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.
Proposed Amended Kendall County Special Use Process

Optional Pre-Submission Meeting with PBZ Staff

Submit Complete Application to PBZ Department (and relevant Township and Municipality)

Application Emailed to ZPAC and RPC for Informational Purposes Only (No Meeting)

Township Meeting

Hearing Officer or ZBA Public Hearing

1.5 Mile Jurisdictional Review

PBZ Review (County Board Committee)

County Board

3rd Tuesday – 9:00 am

Notes:
1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, Hearing Officer (or Zoning Board of Appeals), and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.
### Existing Kendall County Major Amendment Special Use Process

1. **Optional Pre-Submission Meeting with PBZ Staff**
2. **Submit Complete Application to PBZ Department (and relevant Township and Municipality)**
3. **ZPAC Review (Staff)**
   - **Township Meeting**
4. **Plan Commission Review**
5. **Hearing Officer Public Hearing**
6. **PBZ Review (County Board Committee)**
7. **County Board**

**3rd Tuesday - 9:00am**

### Notes:

1. **Timeline assumes application submittal is complete, and no major changes are requested during the review process.**
2. **The Plan Commission, Hearing Officer, and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.**
3. **Major amendments to an approved Special Use would also follow this process.**
4. **Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.**
Proposed Amended Kendall County Major Amendment to an Existing Special Use Process

Optional Pre-Submission Meeting with PBZ Staff

Submit Complete Application to PBZ Department (and relevant Township and Municipality)

Application Emailed to ZPAC and RPC for Informational Purposes Only (No Meeting)

Township Meeting

1.5 Mile Jurisdictional Review

Hearing Officer or ZBA Public Hearing

PBZ Review (County Board Committee)

County Board

3rd Tuesday – 9:00am

Notes:
1. Timeline assumes application submittal is complete, and no major changes are requested during the review process.
2. The Plan Commission, Hearing Officer (or Zoning Board of Appeals), and County Board may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
3. Major amendments to an approved Special Use would also follow this process.
4. Hearing Officer has typically conducted meetings on the same day as the ZBA meeting.
Existing-No Changes Proposed

Kendall County
Preliminary Plat Process

Optional Pre-Submission Meeting with PBZ Staff/KCRPC/PBZ Committee

Submit Complete Application to PBZ Department (and relevant Township and Municipality)

ZPAC Review (Staff)

Township Meeting

Regional Plan Commission Review

1.5 Mile Jurisdictional Review

1. If approved, instructed to move onto 2. Final Plat Stage

Notes:
1. Approval of the preliminary plat by KCRPC is tentative only, involving merely the general acceptability of the layout as submitted. Final approval of the Preliminary Plat shall be granted by the County Board at the time of Final Plat approval.
2. Approval of Preliminary Plat shall be effective for a maximum of one (1) year.
3. The Plan Commission may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.
Existing-No Changes Proposed
Kendall County
Final Plat Process

Optional Pre-Submission Meeting with PBZ Staff/KCRPC/PBZ Committee

Submit Complete Application to PBZ Department (and relevant Township and Municipality)

Township Meeting

1.5 Mile Jurisdictional Review

ZPAC Review (Staff)

Regional Plan Commission Review

PBZ Review (County Board Committee) Prelim. & Final Approval

County Board Preliminary & Final Approval

3rd Tuesday - 9:00am

Notes:
1. Approval of the preliminary plat by KCRPC is tentative only, involving merely the general acceptability of the layout as submitted. Final approval of the Preliminary Plat shall be granted by the County Board at the time of Final Plat approval.
2. Approval of Preliminary Plat shall be effective for a maximum of one (1) year
3. The Plan Commission may continue or table an item if it is determined that additional time or information is needed for review. Such actions will extend the review process.