



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Historic Courthouse,
110 W. Madison Street, Yorkville, IL 60560
Tuesday, October 7, 2025, at 6:00 P.M.

1. Call to Order
 2. Pledge of Allegiance
 3. Invocation
 4. Roll Call
 5. Determination of a Quorum
 6. Approval of Agenda
 7. Special Recognition
 8. Public Comment
 9. Consent Agenda
 - A. Approval of County Board minutes from September 2, 2025 (p. 2)
 - B. Approval of Committee Minutes (p. 4)
 - C. Approval of claims in the amount of \$1,119,440.08 from September 30, 2025
 - D. Approval of the REP grant agreement between the State of Illinois, IEMA-OHS and the County of Kendall effective July 1, 2025, through June 30, 2026, in the amount of \$5,840.02 (p. 10)
 - E. Approval of Kendall Area Transit Advertising Policy (p. 42)
 - F. Approval of Intergovernmental Agreement for Geographic Information Systems (GIS) Services between the County of Kendall and the Yorkville–Bristol Sanitary District (p. 46)
 - G. Approval of the Intergovernmental Agreement for Geographic Information Systems (GIS) Services between the County of Kendall and the Oswego Public Library District (p. 55)
 - H. Approval of the Amended Resolution for Credit Card Policy and Credit Card Acknowledgment (p. 64)
 - I. Approval of a First Amendment to the Greater Chicagoland Economic Partnership Agreement (p. 68)
 10. Old Business
 11. New Business
 12. Standing Committee Reports
 - A. Finance & Budget
 - i. Approval of the Kendall County Fiscal Year 2026 Tentative Budget (p. 71)
 - B. Facilities Management & Technology
 - i. Approval of the Kendall County Courthouse concrete project installation by Pave Connect through the Omnia government cooperative contract in the amount not to exceed \$31,017.25 (p. 81)
 - ii. Approval of the 2025 Lease Agreement between Kendall County, Illinois and the Kendall County Court Appointed Special Advocate (CASA)(p. 93)
 - C. Human Resources & Insurance
 - i. Approval of the Senior Human Resources Generalist Job Description (p. 105)
 13. Special Committee Reports
 14. Liaison Reports
 15. Other Business
 16. Chairman's Report
- Appointments
- Jennifer Hughes (Primary) – KenCom Executive Board (Village of Oswego)
Dr. Joseph Chow - Kendall County Animal Control Veterinarian and Administrator (Temporary)
17. Public Comment
 18. Questions from the press
 19. Executive Session
 20. Adjournment

If special accommodation 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 BOARD
ADJOURNED JUNE MEETING
September 2, 2025**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, 110 W Madison St, in the City of Yorkville on Tuesday, September 2, 2025, at 4:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Scott Gengler, Dan Koukol (6:04pm), Jason Peterson, Ruben Rodriguez, and Seth Wormley. Member(s) absent: Zach Bachmann, Brian DeBolt and Elizabeth Flowers.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Ruben Rodriguez gave the invocation.

THE AGENDA

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

CONSENT AGENDA

Member Peterson moved to approve the consent agenda. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

- A. Approval of County Board minutes from August 5, 2025
- B. Approval of Committee Minutes
- C. Approval of claims in the amount of \$1,373,369.70 from August 31, 2025
- D. Approval of Chicago HIDTA NARCINT/Domestic Highway Enforcement Initiative Administrative Assistant Contract with Kendall County as the Fiduciary Agent effective October 15, 2025, through October 14, 2027, in the annual amount of \$76,095.00
- E. Approve Chicago HIDTA Janitorial Contractor Contract with Kendall County as the Fiduciary Agent effective October 1, 2025, through September 30, 2029, in the monthly amount of \$5,550.00
- F. Approval of Service agreement between Kendall County and Fox Township for the Provision of Demand Response Transportation
- G. Approval of Service agreement between Kendall County and Lisbon Township for the Provision of Demand Response Transportation

C) COMBINED CLAIMS: ADMIN \$3,214.74; ANIMAL \$11,910.77; CIR CRT CLK \$2,778.65; CIR CRT JDG \$16,651.48; CRT SRV \$83.82; COMM ACTION \$285.00; CRNER \$1,524.00; CORR \$36.73; CNTY ADMIN \$7,819.73; CNTY BRD \$447,589.56; CNTY CLK \$2,486.82; HIGHWAY \$329,450.68; ELECT \$8,024.51; FCLT MGMT \$16,075.06; GIS \$155.44; HHS \$158,747.16; HR \$1,755.29; JURY \$191.66; PBZ \$1,528.60; PRES JDG \$1,476.16; PROB SPVSR \$3,409.74; PUB DEF \$2,954.88; ROE \$8,319.01; SHRF \$194,577.17; ST ATTNY \$1,016.35; TECH \$10,088.31; TREAS \$350.00; UTIL \$50,558.05; VET \$4,770.00; FORST \$15,757.28; SHRF \$47,862.14.

F) A complete copy of IGAM 25-47 is available in the Office of the County Clerk.

G) A complete copy of IGAM 25-47 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Finance

UCCI Travel

Member Rodriguez moved to approve the Authorization for Kendall County Board Member(s)' travel to UCCI Washington DC Trip in an amount not to exceed \$3,000. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

EXECUTIVE SESSION

Member Koukol made a motion 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. (2)

collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 5th day of September 2025.
Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Wednesday, July 16, 2025, at 5:30 p.m.

Call to Order: The meeting was called to order by Committee Chair Dan Koukol at 5:31 p.m.

Roll Call

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

With three (3) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Jennifer Breault, Natalia Borowska, Taylor Cosgrove, Brianne Falk and Roger Bonuchi

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

Approval of Minutes – Member Gengler made a motion to approve the April 16, 2025 Committee Meeting minutes, second by Member Shanley. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Committee Reports and Updates

A. Animal Control Department Update –

Taylor Cosgrove, Director of Animal Control, directed the committee to the supplement packet for reports and updates, and page 5 of the packet for June FY25 financial statements. Ms. Cosgrove stated that bites in general decreased but are working on three dangerous dog investigations. Animal Control has seen an Increase in both dog and cat intakes and unfortunately length of stay has increased for cats. They have also worked on two big court cases involving chickens that have taken a lot of staff time. They have also recently rescued over 60 cats from a hoarding situation. The *Clear the Shelter* event is a nationwide event to encourage pet adoptions. This year it will be scheduled for a week in August. This event will be advertised by local NBC affiliates and staff will be hosting different events throughout the month of August. The committee discussed staffing and space concerns for Animal Control.

B. Emergency Management Agency Update –

Roger Bonuchi EMA director updated the committee on KCEMA Operations for the month. His report is included in the packet(page 9). He mentioned that they have received several search and rescue calls in June, and the summer intern has worked on updating the Emergency Operation Plan and was a huge asset to EMA with her organizational skills. The Oswego CERT class for adults was postponed due to lack of participation, they will post again in the fall.

C. Revolving Loan Status Update –

Jennifer Breault, Finance and Budget Analyst, guided the committee to page 11 of the packet for the updates on the revolving loan status. As of today, every loan is in good standing, with the exception of Lucky's Beef N Dogs.

D. Kendall Area Transit Update –

Jennifer Breault, Finance and Budget Analyst, directed the committee to page 12 of the packet for the Kendall Area Transit year-end report. The Voluntary Action Center's year-end is June 30th, she noted that ridership is up 10% over last year.

E. Economic Development Update –

Todd Volker, the Economic Development Coordinator, provided an update to the Committee regarding the Economic Development department, as detailed in his report on page 17 of the packet. The spring job fair was hugely popular, and for the fall job fair they will be looking for a larger space. EDA is coordinating a factory tour at MTH Pumps scheduled for the fall, in celebration of Manufacturing Month in October.

New Committee Business

A. Discussion of three new vans for Kendall Area Transit (KAT)

Jennifer Breault, KAT PCOMM stated that they currently have 24 ADA buses and eight ADA vans, which includes the recently acquired three brand new vans. The financing for the purchase came from the Rebuild Illinois CVP grant, in this program the County pays for the purchase, then gets reimbursed by the State (IDOT).

B. Discussion and Approval of Advertising Policy

Jennifer Breault, KAT PCOMM briefed the committee on the purpose of the Advertising Policy. The policy will provide guidance to Kendall County on acceptable forms of advertising for the KAT program on or inside KAT vehicles, bus shelters or other assets and media owned by Kendall County. The idea is that bus advertising can provide an additional revenue source for the KAT program. Ms. Breault has been in contact with the City of Quincy Transit Director, and he suggested to put an Advertising Policy in place first before going out for bid. The advertising would involve wrapping some vehicles partially, and other vehicles could potentially get full wraps (the ones that have not been wrapped in the new branding and also advertising inside the vehicle. County Administrator Christina Burns stated that the content of the policy will be for commercial good, services, not political advertising or used as a public forum for opinions. There will be an approval process along with an appeal process for any potential advertising. It is the consensus of this committee to have the policy forwarded to the State's Attorney for review and then be brought back to the next EDA meeting.

C. Discussion and Approval of RFP for Advertisement on Kendall Area Transit Vehicles

Jennifer Breault, KAT PCOMM explained that the goal of the RFP would be to find an advertising company that would secure the advertising (sales), create the ad, pay for the wrapping and Kendall County would get a split of the revenue. The City of Quincy negotiated a 50%/50% split and that would be the goal for KAT. The RFP will be sent to State's Attorney for review before it would be posted after the Advertising Policy has been approved.

D. Discussion of Economic Development Branding and Marketing

Management Analyst Natalia Borowska provided an update to the committee regarding recent activities, including collaborations with the Administration intern. Currently, efforts are underway to revise the Economic Development section of the County website to improve its clarity, functionality, and user experience. The staff is informing the committee about the proposed changes, which will incorporate additional multimedia content aimed at attracting and supporting prospective businesses and investors. The updated site will include comprehensive demographic information and details about any incentives offered by Kendall County. It will also feature the "Made in Kendall" program and a rotating business spotlight. Additionally, the committee discussed the development of a county tagline; suggested ideas can be found on page 21 of the packet.

Old Committee Business - None

Chairman's Report - None

Public Comment - None

Executive Session - None

Action Items for Committee of the Whole - None

Action Items for County Board - None

Adjournment - Member Shanley made a motion to adjourn, second by Member Gengler. **With three (3) members present voting aye; the meeting was adjourned at 6:16 p.m.**

Respectfully submitted,
Sally Seeger
Recorder/Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Tuesday September 02, 2025**

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 5:00 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Absent		
Matt Kellogg	Here		
Ruben Rodriguez	Here		
Seth Wormley	Here		

With four (4) members present a quorum was established.

Staff Present – Christina Burns, Jennifer Breault, Amber Garry, Natalia Borowska, Meagan Briganti, Undersheriff Richardson

Approval of Agenda – Member Rodriguez made a motion to approve the agenda, second by Member Wormley. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Approval of Minutes – Member Kellogg made a motion to approve the minutes from June 26, 2025, second by Member Wormley. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Approval of Claims – Member Rodriguez made a motion to forward the claims to the next County Board Meeting, second by Member Wormley. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.** Finance Analyst Amber Garry indicated that improved invoice line item descriptions will be reflected in the claims report in the near future.

Committee Reports and Updates

- A. **Personnel Reports** - The Human Resources Department is now providing the Employee Status Report to the committee, the report can be found on Page 7 of the packet. The report includes new hires, title/salary changes and terminations.
- B. **ARPA Filine Report** - Finance and Budget Analyst Jennifer Breault provided the committee with an update of the ARPA funds, including the fund balance. The report can be found on page 8 of the packet.
- C. **Opioid Filing Report** - Finance and Budget Analyst Jennifer Breault directed the committee to page 12 of the packet. The quarterly report has been submitted and is in compliance.

D. Credit Card Report - Finance Analyst Amber Garry presented a report to the committee, which is located on page 15 of the packet. Ms. Garry is currently collaborating with several departments regarding acknowledgment forms and the procedures related to store cards.

New Committee Business

A. FY26 Budget Calendar

Chair Gengler informed the committee that he and Board Member Wormley met with staff and some department heads to review their budgets in advance of the formal budget presentations last week. He also reminded everyone that the formal presentations are scheduled for September 19, 2025. The calendar can be found on page 16 of the packet.

B. Approval of FY2025 Opioid Fund Applications

Chair Gengler directed the committee to page 18 of the packet for the Opioid application submitted by Judiciary. They are requested funds in the amount of \$3260 for the Sober living fees/Halfway House. In addition, they are requesting \$5500 to support treatment services. The Kendall County Problem Solving Court is requesting funds in the amount of \$6500 to support training for the case manager to obtain certification in the R1 Learning Discover Cards program. Chair Gengler asked for a roll call vote for the aforementioned funds.

Roll Call

Board Member	Status
Seth Wormley	yes
Scott Gengler	yes
Ruben Rodriguez	yes
Matt Kellogg	yes
Brian DeBolt	absent

Member Kellogg made a motion to approve the Opioid Application, second by Member Rodriguez. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

C. Approval of Change to FY25 Capital Project Scope- Facilities

Chair Gengler clarified that the necessity for adding and removing certain items from the Facilities FY25 budget is attributable to shifting priorities within their work, which will consequently result in the deferral of other items to the subsequent year's budget. County Administrator Christina Burns stated that the funds impacted have been noted on page 19 of the packet.

Member Kellogg made a motion to approve the change to FY25 Capital Project Scope - Facilities, second by Member Wormley. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

D. Authorization for Kendall County Board Member(s)' travel to UCCI Washington DC Trip in an amount not to exceed \$3000.

Member Kellogg made a motion to forward to County Board, second by Member Rodriguez. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

E. Discussion and Approval of Credit Card for Meagan Briganti, Director of GIS Department, for the amount of \$10,000.

Meagan Briganti Director of GIS Department explained that currently her department is using ICT Director's credit card for specific services. They would like to have credit cards separately for the two departments as they will take advantage of cost savings and purchase items in bulk.

Member Kellogg made a motion to approve credit card, second by Member Wormley. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Old Committee Business – None

Chairman's Report – None

Public Comment – None

Items for County of the Whole - None

Items for County Board

- Claims
- Authorization for Kendall County Board Member(s)' travel to UCCI Washington DC Trip in an amount not to exceed \$3000.

Executive Session - None

Adjournment – Member Kellogg made a motion to adjourn the Finance and Budget Committee meeting, second by Member Rodriguez.

With four (4) members present voting aye; the meeting was adjourned at 5:45 p.m. by a vote of 4- 0.

Respectfully submitted,
Sally A. Seeger /Administrative Assistant and Recording Clerk



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration
Meeting Date: 10/7/2025
Subject: REP Nuclear Grant
Prepared by: Roger Bonuchi
Department: EMA

Action Requested:

Approval of the REP grant agreement between the State of Illinois, IEMA-OHS and the County of Kendall effective July 1, 2025, through June 30, 2026, in the amount of \$5,840.02

Board/Committee Review:

Administration / County Board

Fiscal impact:

\$5,840.02

Background and Discussion:

The REP grant is a State funded preparedness program intended to support local government planning, training and exercise requirements associated with, off-site disaster response and recovery from a Nuclear Power Plant accident. Grants are made primarily to local government entities located within the 10-mile Emergency Planning Zone.

Staff Recommendation:

Approval of the 2026 REP Nuclear Grant

Attachments:

REP Grant Agreement



IEMA-OHS

ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY

JB Pritzker
Governor

Theodore (Ted) Berger
Acting Director

August 27, 2025

Dear County of Kendall:

Please find the enclosed State Fiscal Year 2026 REP Local Compensation Intergovernmental Grant Agreement for review and signature by the County Board Chairman. **The Intergovernmental Grant Agreement must have the original signature of the head of government.**

It is crucial that you review the grant agreement, verify the UEI and FEIN numbers on page 5 and obtain the required signature on page 2. Please make sure the County Board Chairman signs above "Signature of Authorized Representative", date of signature and prints name next to "Printed Name". Fill out the grantee contact information on page 26 and **RETURN the Intergovernmental Grant Agreement to the following address:**

IEMA-OHS
1035 Outer Park Drive
Springfield, IL 62704
Attention: Tolly Knezevich

After we receive the signed Intergovernmental Grant Agreement, we will prepare and submit voucher documentation to the Illinois Comptroller for payment.

Enclosed is a copy of your SFY26 Spend Plan for your records. A fully executed grant agreement will be sent to you, once we have finished processing it for payment.

Should you have any questions or concerns, please contact me at (217) 785-9943 or via email at tolly.j.knezevich@illinois.gov.

Sincerely,



Tolly Knezevich



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLNOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY
AND
COUNTY OF KENDALL**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of Kendall (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Emergency Management Agency and
Office of Homeland Security

County of Kendall

By: _____
Theodore D Berger, Acting Director

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

Date: _____
Printed Name: _____
Printed Title: County Board Chairman
E-mail: _____

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on 07/01/2025 and expires on 06/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed \$5,840.02, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is NA. The federal awarding agency is NA, and the Federal Award date is NA. If applicable, the Assistance Listing Program Title is NA and Assistance Listing Number is NA. The Catalog of State Financial Assistance (CSFA) Number is 588-20-1018 and the CSFA Name is SFY26 Radiological Emergency Preparedness Program. If applicable, the State Award Identification Number (SAIN) is 26REPKENDL.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and ES1SZWNDT9N5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: 366006598 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a **Government Unit**.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this

certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and

submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official,

and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on

file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph **Error! Reference source not found.**;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO or PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph **Error! Reference source not found.** or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and

7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an

instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph **Error! Reference source not found.** Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of

contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to

Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The Illinois Nuclear Safety Preparedness Act (the Act), 420 ILCS 5, authorizes the Grantor to compensate local governments from fees collected pursuant to Section 4 of the Act for expenses incurred in activities defined as necessary by the Grantor to implement and maintain the plans and programs authorized by the Act. To be eligible for a grant, the local government must be an active participant in the Illinois Radiological Emergency Preparedness (REP) Program. The purpose of this Agreement is to compensate the Grantee, a local government with direct response duties, for its costs for maintaining the Illinois Plan for Radiological Accidents (IPRA) and for IPRA response capabilities.

This Agreement will be administered under the parameters set forth in 32 Ill. Admin. Code 501. As defined in 32 Ill. Admin. Code 501.90, the following categories are used by the Grantor in determining necessary activities and authorized expenses payable under this grant program:

- Plan development and maintenance
- Preparation for and participation in training
- Preparation for and participation in exercises and drills
- Maintenance of a specific capability to implement nuclear emergency response plans

EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee is required to perform each of the following tasks:

1. Annual review and update of the IPRA.
2. Exercise participation and successful demonstration of required exercise criteria.
3. Successful corrective actions for issues identified in an exercise or a federal or state plan review.
4. Biennial participation in specific REP training provided or approved by the Grantor.
5. Submission of performance reports as set forth in **Exhibit D**.
6. Submission of financial claim forms as set forth in **Exhibit D**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Tolly Knezevich

Title: NS Sr. Emergency Preparedness Coordinator

Address: 1035 Outer Park Dr., Springfield IL 62704

Phone: (217) 785-9943

Fax: (217) 524-9036

E-mail Address: tolly.j.knezevich@illinois.gov

GRANTEE CONTACT

Name: Roger Bonuchi

Title:

Address: 111 West Fox Street

Yorkville, IL 60560

Phone:

Email Address:

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit performance reports and financial claim forms to the Grantor according to the schedule set out below.

The performance reports must detail in narrative form all work completed toward each Task described in Exhibit B during the reporting period. The financial claim forms show the eligible costs in accordance with the Spend Plan during the reporting period.

If the Grantee is a county, performance reports and financial claim forms are due on a quarterly basis in accordance with the following schedule:

- 1st Quarter (July-September): due October 31
- 2nd Quarter (October-December): due January 31
- 3rd Quarter (January-March): due April 30
- 4th Quarter (April-June): due July 31

If the Grantee is a political subdivision other than a county, performance reports and financial claim forms are due on a biannual basis in accordance with the following schedule:

- 1st and 2nd Quarter (July-December): due January 31
- 3rd and 4th Quarter (January-June): due July 31

The performance reports and financial claim forms must be signed, include a copy of the related receipts that verify eligible expenditures of Grant Funds, and be mailed or faxed to the Grantor by the applicable due date.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No Specific Conditions

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART TWO**.]

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART THREE**.]



Kendall County Agenda Briefing

Meeting Type: County Board
Meeting Date: 10/7/2025
Subject: Approval of Advertising Policy
Prepared by: Jennifer Breault, PCOM
Department: Administration

Action Requested:

Approval of Advertising Policy

Board/Committee Review:

EDA 6/16/2025 & 9/17/2025

Fiscal impact:

N/A

Background and Discussion:

The purpose of the Advertising Policy is to provide guidance to Kendall County on acceptable forms of advertising for the Kendall Area Transit Program on or inside Kendall Area Transit (KAT) vehicles, bus shelters, or other assets and media owned by Kendall County for the operation of Kendall County Transit. Kendall Area Transit is funded by federal, state, and local government allocations to operate the system.

Staff Recommendation:

Approval of Advertising Policy

Attachments:

Advertising Policy

Kendall Area Transit Advertising Policy

Purpose:

The purpose of the Advertising Policy is to provide guidance to Kendall County on acceptable forms of advertising for the Kendall Area Transit Program on or inside Kendall Area Transit (KAT) vehicles, bus shelters, or other assets and media owned by Kendall County for the operation of Kendall County Transit.

The purpose for advertising on Kendall County Transit assets and media is to provide an additional source of revenue to support transit operations. Kendall Area Transit is funded by federal, state, and local government allocations to operate the system.

Policy:

Kendall County will enter into a contractual agreement with a third-party advertising agency for Kendall Area Transit advertising. This contract will provide Kendall County and the third-party vendor mutually beneficial opportunities to advertise on and inside KAT vehicles, and the possibility to use bus shelter locations, other assets and media. The contractual agreement will allow the third-party advertising agency to subcontract all, and/or parts of the advertising campaign. No KAT advertising will be subcontracted, nor will an advertising agreement be signed between the third-party vendor and a client they are working with, until it has been approved by the Kendall County Administrator or her designee.

(1) Application of Policy

- a. The Policy applies to all advertising intended for display on any Kendall Area Transit property, including vehicles, bus shelters, other assets and media.
- b. Kendall Area Transit will only accept advertising in accordance with this Advertising Policy..

2) Non-public Forum

- a. It is the express intent of this Advertising Policy that Kendall County's transit system property designated for advertising be a non-public forum to be used to generate additional revenue for the operation of the transit system. The County/Kendall Area Transit does not intend to use advertising on system property as a public forum for discourse, debate or other expressive activity.

3) Disclaimer of Endorsement

- a. The acceptance of advertising by Kendall County and Kendall Area Transit does not constitute any endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and

telephone numbers that may appear in posted ads that direct viewers to external sources of information.

- 4) Permitted Content – The following are authorized forms of advertising on transit facilities and transit vehicles:
 - a. Commercial Advertising. Commercial advertising is defined as advertising that promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, or programs.
 - b. Public Service. Public Service advertising is defined as advertising that promotes specific assistance to the public with non-commercial needs. Examples include, but are not limited to, substance abuse treatment help and suicide prevention assistance.
- 5) Prohibited Content – Advertising is prohibited if it includes any of the following content:
 - a. Political.
 - i. Advertising supporting a specific political party, movement, forum, or viewpoint.
 - ii. Advertising supporting candidates for political office in any form local, state, or federal, including judicial candidates.
 - b. Public Issue
 - i. Advertising advocating for or against a public issue or viewpoint on matters of public debate, including but not limited to economic, political, religious or social issues.
 - c. Prohibited Products, Services or Activities
 - i. Advertising by commercial entities that promote as their primary business activity - (Unless as set forth above in 4b)
 1. Drugs of any type or brand, prescription, or non-prescription, used for medicinal or recreational purposes.
 2. Alcohol sales or use.
 3. Tobacco. Tobacco related products, vaping or vape related products
 4. Gambling. Promoting gambling in any form, in-person, or online. Gambling machines or vendors who sell gambling devices as a primary means of business activity. Commercial entities whose primary business activity is gambling.
 5. Adult / Mature content
 - a. Films and video games that promote adult oriented content.
 - b. Adult entertainment facilities, including bookstores theatres, video stores, nude dance clubs or other adult entertainment facilities not mentioned specifically above.
 - c. Other adult services, including phone services, internet sites, or escort services.

- d. Nudity, Sexual Content. Any material displaying/ promoting sexual conduct, content, or nudity.
- 6. False or misleading information. Any advertising that promotes false or misleading information.
- 7. Illegal activity. Any advertising that promotes any illegal activity or product that is illegal under federal, state or local law.
- 8. Profanity and Violence. Any advertising that contains profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, or depicts intentional infliction of pain or violence upon a human or animal.
- 9. Weapons. Advertising firearms, knives, or other devices that have a primary use or has the ability to destroy or inflict injuries on humans or animals.
- 10. Any advertising that is adverse to Kendall County and/ or Departments within the control of the County.
- 11. Insulting, Degrading, or Offensive. Advertising material that is so insulting, degrading or offensive that it could invoke or incite lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order.

Procedure:

- 1) The third-party advertising vendor will notify the Kendall Area Transit PCOM (Program Compliance Oversight Monitor) in writing by email or U.S. Postal Service mail that they are prepared to contract with a client that they have identified who is interested in advertising with Kendall Area Transit.
- 2) The Kendall County Administrator will review the proposed client to confirm that the advertising proposal meets the guidelines of the Kendall Area Transit Advertising Policy. The Kendall County Administrator will notify the contracted vendor that the client either meets or does not meet the guidelines set forth in this policy.
 - a. Accepted client:
 - i. The Kendall County Administrator will notify the advertising vendor in writing to proceed with preliminary work.
 - ii. Advertising vendor will produce preliminary artwork of the proposed advertisement and provide the artwork to the County Administrator for final approval
 - b. Denied client Appeals:
 - i. The Kendall County Administrator will notify the advertising vendor in writing the reasons for not proceeding with a contract.
 - ii. Decisions made by the County Administrator are final.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/7/2025
Subject: GIS IGA with Yorkville - Bristol Sanitary District
Prepared by: Meagan Briganti
Department: GIS

Action Requested:

Approval

Board/Committee Review:

Click or tap here to enter text.

Fiscal impact:

Increase to Misc. Revenue

Background and Discussion:

Yorkville - Bristol Sanitary District would like to join our GIS Shared Services. GIS has the staff and capabilities to support them.

Staff Recommendation:

Approval

Attachments:

**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 Yorkville-Bristol Sanitary District.

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 Yorkville-Bristol Sanitary District (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 Yorkville-Bristol Sanitary District; and

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. Kendall County agrees to provide the following GIS support services to Yorkville-Bristol Sanitary District pursuant to the terms of this Agreement, including:

- a. To provide access to GIS portal,
- b. To provide GIS data maintenance to Yorkville-Bristol Sanitary District's data,
- c. To update Yorkville-Bristol Sanitary District's GIS data throughout Yorkville-Bristol Sanitary District's Service Area,
- d. To permit Kendall County GIS staff to attend training for GIS systems, provided Yorkville-Bristol Sanitary District 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 Yorkville-Bristol Sanitary District's special service projects, when requested by Yorkville-Bristol Sanitary District, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.
- f. To track time spent performing services outlined above in Paragraph's 2-a-e and to generate a quarterly invoice for all Yorkville-Bristol Sanitary District approved GIS services.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, Yorkville-Bristol Sanitary District agrees to the following:

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

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

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

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

e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that Yorkville-Bristol Sanitary District 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. Yorkville-Bristol Sanitary District understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to Yorkville-Bristol Sanitary District the GIS support services listed in Paragraph 2. Yorkville-Bristol Sanitary District understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

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

6. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's and Yorkville-Bristol Sanitary District's records defined as "confidential information":

a. To the extent permitted by law, if a party to this Agreement is granted access to another party's records (and the data contained in these records) in order to perform the GIS services set forth in this Agreement, either party shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other

individual, business or entity without the prior written approval of either party.

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

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

7. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement by providing at least one hundred eighty (180) calendar days advance written notice to all other parties of the then current term.

8. To the extent permitted by law, Yorkville-Bristol Sanitary District shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services Kendall County provides to Yorkville-Bristol Sanitary District. Pursuant to 55 ILCS 5/3-

9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove Yorkville-Bristol Sanitary District's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

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

If to the County:

Chairman of the Kendall County Board
504 West Main Street
Yorkville, Illinois 60560

With copy to:

Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to Yorkville-Bristol Sanitary District:

Executive Director of YBSD

304 River Street
Yorkville, IL 60560

11. 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.

12. 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 Yorkville-Bristol Sanitary District. 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.

13. Kendall County and Yorkville-Bristol Sanitary District 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

Yorkville-Bristol Sanitary District

By: _____
Chair, Kendall County Board

By: Brent Clark

Attest:

Attest:

County Clerk

LA Mad
Secretary



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/7/2025
Subject: GIS IGA with Oswego Public Library
Prepared by: Meagan Briganti
Department: GIS

Action Requested:

Approval

Board/Committee Review:

Click or tap here to enter text.

Fiscal impact:

Increase to Misc. Revenue

Background and Discussion:

Oswego Public Library would like to join our GIS Shared Services. GIS has the staff and capabilities to support them.

Staff Recommendation:

Approval

Attachments:

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

**PARTIES: County Of Kendall
Oswego Public Library District**

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 Oswego Public Library District (*“Library District”*), a unit of local government of the State of Illinois.

PREAMBLES:

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 the Library District (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 the Library District.

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. Kendall County agrees to provide the following GIS support services to the Library District pursuant to the terms of this Agreement, including:
 - a. To provide access to GIS portal,
 - b. To provide GIS data maintenance to the Library District's data,
 - c. To update the Library District's GIS data throughout The Library District's Service Area,
 - d. To permit Kendall County GIS staff to attend training for GIS systems, provided the Library District 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 the Library District's special service projects, when requested by the Library District, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.
 - f. To track time spent performing services outlined above in Paragraph's 2-a-e and to generate a quarterly invoice for all the Library District approved GIS services.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, the Library District agrees to the following:
 - a. Any GIS support services provided by Kendall County must be pre-approved by the Library District and shall be billed to the Library District at a rate of \$60 per hour. The Library District shall make payments on quarterly invoices prepared by Kendall County staff.
 - b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about GIS systems, provided the training and associated travel expenses are pre-approved by the Library District and Kendall County. The Library District agrees to reimburse Kendall County for such expenses.
 - c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on the Library District's behalf while performing the GIS support services set forth above in this Agreement. The Library District agrees to reimburse Kendall County for such expenses. Kendall County agrees to notify the Library District prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify the Library District about the billable expense as soon as practicable.
 - d. To make all payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
 - e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that the Library District 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 Library District understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to the Library District the GIS support services listed in Paragraph 2. The Library District understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.
5. Kendall County's standard of care in providing services shall be the standard of care consistent with those usual and customary standards of professional care, skill, and diligence which are, at the time of performance of services under this Agreement, commonly followed by individuals or entities performing the same or similar services.
6. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's and the Library District's records defined as "confidential information":
 - a. To the extent permitted by law, if a party to this Agreement is granted access to

another party's records (and the data contained in these records) in order to perform the GIS services set forth in this Agreement, either party shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of either party.

- b. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request shall respond to the request in accordance with the law and shall notify the other party so that it may assert whatever rights it may possess. To the extent permitted by law, a party to this Agreement shall not release any of either party's records to a third party without the prior written approval of the party or as required pursuant to court order.
- c. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of either party's records.

- 7. Unless sooner terminated, this Agreement is in effect for a period of two (2) years after the parties' execution of this Agreement. This Agreement may be extended by written agreement. Either party may terminate this Agreement at any time by providing ninety (90) calendar days advance written notice to the other party.
- 8. The Library District agrees to defend, indemnify, and hold harmless Kendall County from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, or expenses and fees are caused by the Library District's failure to fulfill the Library

District's obligations. Kendall County agrees to defend, indemnify, and hold harmless the Library District from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, expenses and fees are caused by Kendall County's failure to fulfill Kendall County's obligations. In the event such claims, losses, damages, or expenses and fees are caused by joint or concurrent failure of the Library District and Kendall County, they shall be borne by each party in proportion to its own failure. The Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et. seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County:

Chairman of the Kendall County Board
111 W. Fox Street

Yorkville, Illinois 60560

With copy to:

Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to the Library District:

Oswego Public Library District
1111 Reading Drive
Montgomery, IL 60538

With copy to:

Roger A. Ritzman
PEREGRINE, STIME, NEWMAN
RITZMAN, & BRUCKNER, LTD.
221 E. Illinois Street, P.O. Box 564
Wheaton, IL 60187-0564

11. 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.
12. 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 the Library District. 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.

13. Kendall County and the Library District 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 Agreement to be executed by their duly authorized officers as of the date of last signature.

County of Kendall, Illinois

**Board of Library Trustees
Oswego Public Library District**

By: _____
Matt Kellogg, Chair
Kendall County Board

By: _____
Terry Tamblyn, President
Board of Library Trustees

Date signed: _____

Date signed: _____

Attest:

Attest:

Debbie Gillette, County Clerk

Jim Connon, Secretary, Library Board of
Library Trustees

Date signed: _____

Date signed: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/7/2025
Subject: **Approval of Resolution Amending Credit Card Policy**
Prepared by: **Amber Garry, Finance Analyst**
Department: **Administration**

Action Requested:

Approval of Resolution Amending Credit Card Policy

Board/Committee Review:

Finance 4/24/25, County Board 5/20/2025, Finance 9/25/25

Fiscal impact:

N/A

Background and Discussion:

Resolution 2025-19 Establishing Credit Card Policy was approved at County Board on May 20, 2025. This amendment pertains solely to lines 7 and 10 of the Credit Card Policy.

The Kendall County Administration Department identified the necessity to revise the Credit Card Policy to direct staff on the proper route for reimbursement of personal purchases to the County, as well as to introduce an additional Credit Card Acknowledgement Form (Attachment B – Department/Office Credit Card Acknowledgement). This update is intended to address departments and offices that have credit cards issued in their Department/Office/County name and are accessible to multiple authorized users. This supplementary acknowledgment form is designed to enhance accountability among departmental credit card users.

Staff Recommendation:

Approval of resolution amending Credit Card Policy

Attachments:

Amended Credit Card Policy

Attachment B – Department/Office Credit Card Acknowledgement Form

County of Kendall, Illinois

Resolution 2025 -

Resolution Amending Credit Card Policy

WHEREAS, Resolution 2025-19 established Credit Card Policy and was approved by the Kendall County Board on May 20, 2025; and

WHEREAS, this resolution supersedes Resolution 2025-19; and

WHEREAS, Kendall County recognized the need to update this credit card policy to direct staff on the proper route for reimbursement of personal purchases, as well as to address departments and offices that have credit cards issued in their department, office, or the County's name and are accessible to multiple authorized users; and

WHEREAS, Kendall County may authorize the use of credit cards by employees for the purchase of supplies, materials, services, travel, and equipment; and

WHEREAS, Kendall County recognizes the need to establish policies providing for the use and accountability of credit card purchases.

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that the following policy is adopted to govern the use of County-issued credit cards by County employees:

1. All credit card requests shall be presented by the employee's department head (or by the department head if the department head is requesting a credit card for themselves) at the Finance & Budget Committee meeting prior to establishing an account with the bank.
2. If the Finance and Budget Committee approves the request for the employee to receive a credit card, the card shall be issued in the name of the employee.
3. The credit card accounts for County-issued cards shall be administered and cards shall be issued by the Treasurer's Office.
4. The Administration Department shall review monthly credit card statements and receipts, and process payment of the statements.
5. Credit cards are a method of payment and supplement to the procurement process and all purchases must be made in accordance with the County's Procurement Ordinance.
6. All purchases made with a County-issued credit card shall be accounted for with itemized purchase receipts retained from the point of sale at which the item(s) were purchased. The cardholder is responsible for monthly reconciliation of credit card statements. All itemized receipts and necessary documentation are to be attached to the credit card statement, signed and dated by the cardholder, and be submitted to the designated accounts-payable person in their department to be entered for payment in the first check run of the month.
7. Personal use of any kind of a County-issued credit card is strictly prohibited and unauthorized charges are the responsibility of the employee. If personal purchase is made in error, employee will promptly reimburse Kendall County via cash or check. A purchase that would

be ineligible for reimbursement under the Reimbursement Policy established by the County's Employee Handbook may not be made with a County-issued credit card unless the employee's supervisor deems the purchase necessary for the employee's current work assignment. Misuse of a County-issued credit card will be considered grounds for disciplinary action up to and including termination.

8. County-issued credit cards may not be used to pay for meals that have been paid through per diem.
9. Issues with lost or stolen cards or suspected fraudulent activity must be reported immediately to the Treasurer's office.
10. All employees issued a credit card in their name must sign a credit card acknowledgement form referencing this policy (see Attachment A). Employees authorized to use a credit card issued to the Department/Office must complete and sign a Department/Office credit card acknowledgment form, which references this policy (see Attachment B). Additional cardholder responsibilities will be communicated as necessary.
11. If an Elected Official with control of the internal operations of their office wishes for themselves or any of their employees to obtain a credit card administered through the Treasurer's Office, the Elected Official shall request the card be issued in accordance with this policy. Nothing in this policy shall be construed as prohibiting an Elected Official with control of the internal operations of their office from establishing and administering their own credit card account for the use of themselves and their employees.

Approved and adopted by the County Board of Kendall County, Illinois, this _____ day of _____ 2025.

Attest

Matt Kellogg
County Board Chairman

Debbie Gillette
County Clerk and Recorder

Attachment B
Kendall County
Department/Office Credit Card Acknowledgment

Employee Name: _____ Job Title: _____
Department: _____

I understand and agree that:

1. The card is issued in my department, office, or the County's name, and I will be responsible for its safe keeping while in my possession.
2. The card is used for purchases related to official county business only.
3. I will not use the credit card to withdraw cash.
4. I will not use the credit card for personal purchases for myself or others.
5. I will ensure all purchases will be made in accordance with the County's Procurement Ordinance.
6. I will advise all vendors that the purchase is tax exempt and will provide a copy of the tax-exempt certificate if requested.
7. I will report a lost or stolen card immediately to my Department/Office as well as the Treasurer's Office.
8. I will report any suspected fraudulent activity immediately to my Department/Office as well as the Treasurer's Office.
9. I will assist my Department/Office and/or the Treasurer's Office in resolving any disputes.
10. I will retain and submit all itemized purchase receipts from the point of sale at which the item(s) were purchased under my authority.
11. My Department/Office is responsible for the monthly reconciliation of our credit card statements. My Department/Office will download each monthly credit card statement, attach all itemized receipts and necessary documentation, and submit the dated reconciliation to the designated accounts payable person in my department to be processed for payment.
12. I acknowledge that any late fees and interest is the responsibility of my department.
13. I agree to surrender all County-issued credit cards in my possession immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.
14. I understand that my Department/Office is subject to routine verification of our credit card(s) and may be asked to provide it to verify at any given time.
15. The county can terminate my privilege to use the credit card at any time for any reason. I agree to return the card to Kendall County immediately upon request.
16. I have reviewed the attached Credit Card Policy and understand the procedures and requirements for using the county issued credit card.

Employee signature: _____ Date: _____

Manager's signature: _____ Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board
Meeting Date: 10/7/2025
Subject: GCEP Agreement Extension
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of a first amendment to the Greater Chicagoland Economic Partnership agreement

Board/Committee Review:

Economic Development & Administration Committee

Fiscal impact:

Dues will continue at \$11,397 for FY2026, budgeted in the Economic Development fund.

Background and Discussion:

Kendall County joined the other CMAP counties to establish the Greater Chicagoland Economic Partnership (GCEP) focused on regional economic development. The initial three-year agreement concludes at the end of 2025. While the membership originally intended to enter into a new partnership agreement, it determined that it needed more time to establish priorities and operational model for the next agreement. Therefore, GCEP is seeking a one-year renewal to the agreement with the current services and rates. Staff supports the extension as GCEP has been a valuable business partner and provides high-level economic development resources to Kendall County staff and municipal partners.

Staff Recommendation:

Approval of a First Amendment to the Greater Chicagoland Economic Partnership Agreement.

Attachments:

Agreement Amendment

**FIRST AMENDMENT
TO THE
GREATER CHICAGOLAND ECONOMIC PARTNERSHIP AGREEMENT**

This **First Amendment** (“**Amendment**”) dated _____, 2025 (“**Amendment Effective Date**”) to the *Greater Chicagoland Economic Partnership Agreement* dated January 18th, 2023 (“**Partnership Agreement**”) is entered into as of the date of the last signature below (“**Amendment Effective Date**”), by and among **COUNTY OF COOK**, an Illinois home rule county, the **KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation, the **COUNTY OF KENDALL**, an Illinois county; **WORLD BUSINESS CHICAGO** (“**WBC**”), an Illinois not-for-profit corporation; **CHOOSE DUPAGE**, an Illinois not-for-profit corporation; **LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT**, an Illinois not-for-profit corporation; **MCHENRY COUNTY ECONOMIC DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation; and **JOLIET WILL COUNTY CENTER FOR ECONOMIC DEVELOPMENT**, an Illinois not-for-profit corporation (collectively, the “**Parties**”).

WHEREAS, the Parties have entered into the Partnership Agreement with the objective of promoting economic development through collaborative efforts among the Parties;

WHEREAS, pursuant to the Partnership Agreement, the “RBD Project” commenced on January 18th 2023, and unless extended, is scheduled to expire on the date that is three (3) years after such date;

WHEREAS, the Parties now desire to extend the term of the RBD Project for an additional twelve (12) months, ending on **January 19, 2027**; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

1.1. Extension.

The term of the RBD Project, as set forth in the Partnership Agreement, is hereby extended for an additional twelve (12) months. The RBD Project shall now expire on **January 19, 2027**.

2. No Other Changes. Except as expressly amended herein, all other terms, conditions, rights, and obligations set forth in the Partnership Agreement shall remain in full force and effect. If any provision of this Amendment conflicts with the Partnership Agreement, the provisions of this Amendment shall control

3. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

World Business Chicago:

By: _____

Its: _____

Print Name: _____

County of Cook:

By: _____

Its: _____

Print Name: _____

Choose DuPage:

By: _____

Its: _____

Print Name: _____

Lake County Partnership for Economic Development:

By: _____

Its: _____

Print Name: _____

Kane County Economic Development Corporation:

By: _____

Its: _____

Print Name: _____

County of Kendall:

By: _____

Its: _____

Print Name: _____

McHenry County Economic Development Corporation:

By: _____

Its: _____

Print Name: _____

Joliet Will County Center for Economic Development:

By: _____

Its: _____

Print Name: _____



Kendall County Agenda Briefing

Meeting Type: County Board
Meeting Date: 10/7/2025
Subject: Approval of the Kendall County Fiscal Year 2026 Tentative Budget
Prepared by: Jennifer Breault, Finance and Budget Analyst
Department: Administration

Action Requested:

Approval of the Kendall County Fiscal Year 2026 Tentative Budget

Board/Committee Review:

Finance & Budget Committee

Fiscal impact:

Current Deficit \$1,983,452

Background and Discussion:

The total deficit from all departments and office requests is \$1,983,452. The tentative budget is scheduled for approval at the County Board meeting on October 7, 2025. Following approval, we will have until November 4th to address and eliminate the deficit.

Staff Recommendation:

Approval of the Kendall County Fiscal Year 2026 Tentative Budget

Attachments:

FY26 Tentative Budget

Kendall County

Fiscal Year 2026 Tentative Budget



Kendall County, Illinois

KENDALLCOUNTYIL.GOV

Change Log
September 19, 2025

FY26 Budget

CURRENT GENERAL FUND SURPLUS/(DEFICIT)

(1,983,452)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

Balance

Tax Year 2025 Levy Payable FY26 Calculation & Requests
September 19, 2025

	Tax Year 2024, Payable 2025	Tax Year 2025, Payable 2026	Difference	% Change
New Construction	\$ 102,767,129	\$ 108,871,279	\$ 6,104,150	5.9%
Rate Setting EAV	\$ 5,207,824,444	\$ 5,743,964,201	\$ 536,139,757	10.3%
Levy Extension w/o CPI Increase	\$ 26,614,162	\$ 28,048,223	\$ 1,434,061	5.4%
CPI Increase	\$887,317	\$797,543	(\$89,774)	-10.1%
Available Levy Extension w/ CPI	\$ 27,501,479	\$ 28,845,766	\$ 1,344,286	4.9%

	Tax Year 2024 Budget Year 2025	Tax Year 2025 Budget Year 2026 Requests	\$ Incr./ (Decr.)	% Incr./ -Decr.
Levy Funds				
General Fund	\$16,343,195	\$16,460,533	117,338	0.7%
Health & Human Services Fund	1,511,311	1,511,000	(311)	0.0%
708 Mental Health Fund	1,098,330	1,131,800	33,470	3.0%
Social Services for Seniors Fund	406,731	447,404	40,673	10.0%
Extension Education Fund	197,897	203,798	5,901	3.0%
County Highway Fund	1,500,374	1,850,000	349,626	23.3%
County Bridge Fund	500,472	-	(500,472)	-100.0%
IMRF	2,620,577	2,882,635	262,058	10.0%
Social Security	1,200,404	1,320,444	120,040	10.0%
Liability Insurance Fund	1,537,871	1,691,322	153,451	10.0%
Tuberculosis Fund	30,205	30,000	(205)	-0.7%
Veterans Assistance Cms.	519,741	519,287	(454)	-0.1%
Total Requests: Capped	\$27,467,108	\$28,048,223	\$581,115	2.1%
Revenue Recapture: Uncapped	\$34,372			
Total Levy	\$27,501,479			

Kendall County
PTELL Calculation
PTELL - Property Tax Extension Limitation Law
9/19/2025

	FY26 PTELL Calculation	New Dollars
	2.9%	
CPI		
New Construction	\$ 108,871,279	New Construction amount \$ 108,871,279
Rate Setting EAV	\$ 5,743,964,201	x Limiting rate 0.005022
		= New Construction portion \$546,744
Previous Year Actual Extension	27,501,479	
Subtract Previous Year PBC Levy	-	
= Previous Year Net Extension	27,501,479	Previous Year Net Extension \$ 27,501,479
Previous Year Net Extension	27,501,479	x CPI 2.9%
x CPI Factor (1+CPI)	1.0290	= Previous Year Net Extension portion \$797,543
= Numerator	28,299,022	
Estimated New Year EAV	5,743,964,201	
Less Estimated New Construction	(108,871,279)	
= Est. Net New Year EAV (Denominator)	5,635,092,922	
<u>Previous Year Extension x CPI (Numerator)</u>	28,299,022	
New EAV - New Construction (Denominator)	5,635,092,922	
= Limiting Rate	0.005022	
Estimated New Year Rate Setting EAV	5,743,964,201	
x Limiting Rate	0.005022	
New Year Net Extension	28,845,766	
Less Previous Year Net Extension	(27,501,479)	
Capped Levy: Estimated New dollars	1,344,286	Est. Total New Dollars \$1,344,286
Net Extension addtl levy	28,845,766	
Total Extension	28,845,766	
Previous Year Rate Setting EAV	5,207,824,444	
Current Year Rate Setting EAV (Est.)	5,743,964,201	
EAV Increase/(Decrease)	536,139,757	
	10.29%	

Rate Setting EAV Historical Data									
Final Abstract: ANicoletti			Tax Computation: DGillette						
Tax Yr	Budget Yr	GROSS EAV (COA)	FINAL ABSTRACT GROSS EAV (BOR)	RATE SETTING EAV	Total New Property	Capped Levy	Uncapped Levy	Total	CPI
2005	2005-06			2,132,577,040	203,290,235	11,771,839	1,356,319	13,128,158	3.3%
2006	2006-07			2,562,012,897	260,535,620	14,049,007	1,149,161	15,198,168	3.4%
2007	2007-08		3,179,926,464	3,044,465,911	262,983,885	15,792,158	1,242,182	17,034,340	2.5%
2008	2008-09			3,277,539,459	181,449,389	17,403,734	1,356,901	18,760,635	4.1%
2009	2009-10		3,615,239,348	3,365,125,620	79,100,180	17,840,550	1,455,080	19,295,630	0.1%
2010	2010-11	3,430,144,759	3,416,531,905	3,172,454,510	38,635,983	18,547,755	1,744,216	20,291,971	2.7%
2011	2011-12	3,162,894,335	3,149,128,883	2,917,287,004	24,359,763	18,969,075	1,447,558	20,416,633	1.5%
2012	2012-13	2,922,578,695	2,897,850,640	2,670,163,229	22,268,159	19,702,333	180,236	19,882,569	3.0%
2013	2013-14	2,777,822,084	2,756,669,643	2,526,688,051	24,956,200	20,237,255		20,237,255	1.7%
2014	2014-15	2,768,955,774	2,758,296,190	2,528,541,825	25,080,332	20,444,019		20,444,019	1.5%
2015	2015-16	2,898,470,127	2,882,920,371	2,638,618,544	20,444,019	20,869,626		20,869,626	0.8%
2016	2017	3,108,196,593	3,095,321,296	2,839,493,270	28,608,147	21,229,471		21,229,471	0.7%
2017	2018	3,305,543,334	3,298,640,102	3,029,500,355	38,488,173	21,472,796		21,472,796	0.0%
2018	2019	3,519,181,146	3,514,794,834	3,227,251,848	39,856,955	21,711,982		21,711,982	0.0%
2019	2020	3,750,431,214	3,737,852,043	3,432,921,537	49,468,337	22,000,908		22,000,908	0.0%
2020	2021	3,911,810,870	3,905,693,524	3,584,835,597	59,473,274	22,341,771		22,341,771	0.0%
2021	2022	4,124,445,308	4,127,731,112	3,781,079,971	75,309,152	22,725,803	20,040	22,745,843	0.0%
2022	2023	4,504,414,064	4,499,450,032	4,125,581,150	81,902,729	24,345,467	26,404	24,371,871	5.0%
2023	2024	5,018,473,353	5,018,307,885	4,602,340,505	94,600,805	26,046,026	51,546	26,097,572	5.0%
2024	2025	5,652,244,348	5,664,065,584	5,207,824,444	102,767,129	27,467,108	34,372	27,501,479	3.4%
2024 v. 2025		12.63%	12.87%	13.16%	8.63%	5.46%		5.38%	
Rate setting EAV v. BOR EAV		633,770,995	645,757,699	605,483,939	8,166,324	1,421,082	(17,175)	1,403,908	
			100.209%	-8.06%					
				456,241,140					

2.1% County opted not to take
2.1% County opted not to take
1.9% County opted not to take
2.3% County opted not to take
1.4% County opted not to take
County Took CPI of 5%
County Took CPI of 5%

Projected Data		ANicoletti	Calculation		ANicoletti				
Assmt Yr	Budget Yr	COA EAV	BOR EAV	RATE SETTING EAV	N/C	Capped Levy	Uncapped Levy	Total	CPI
2025	2026	6,247,362,282	6,247,174,861	5,743,964,201	108,871,279	28,845,766		28,845,766	2.9%
2025 v. 2024		12.63%	12.87%	13.16%	8.63%	5.46%	-33.32%	5.38%	
Rate setting EAV v. BOR EAV		633,770,995	645,757,699	605,483,939	8,166,324	1,421,082	(17,175)	1,403,908	
			99.997%	-8.06%					

187,421 503,210,660
BOR Reductions Co Clerk Exemptions

0.50219% LIMITING RATE = (ratio of the previous year extension increased by CPI) to (New EAV less new construction)
546,744 New Construction dollars = limiting rate * new construction value

0.50219%

GENERAL FUND REVENUE SUMMARY

ACCOUNT & DESCRIPTION			BUDGET 2024	BUDGET 2025	BUDGET 2026	% CHANGE IN BUDGET
General Fund Total Revenues			30,371,782	33,339,685	33,503,690	9.8%
TAXES						
OVERSIGHT						
11002539 41010	Admin	Current Property Tax	\$15,043,725	16,343,195	16,460,533	0.7%
11002539 41020	Admin	Personal Property Repl. Tax	915,000	650,000	585,000	-10.0%
11002539 41030	Admin	State Income Tax	3,208,685	3,640,768	3,640,000	0.0%
11002539 41040	Admin	Local Use Tax	810,000	810,000	729,000	-10.0%
11002539 41050	Admin	State Sales Tax	600,000	700,000	700,000	0.0%
11002539 41060	Admin	Franchise Tax	149,431	150,000	150,000	0.0%
11002539 41070	Admin	Local Share Cannabis Tax	75,000	250,000	300,000	20.0%
11002539 41140	Admin	1/4 Cent Sales Tax	3,280,000	3,906,000	3,906,000	0.0%
1100606 41160	Co. Clerk	Co. Real Estate Transfer Tax	450,000	450,000	450,000	0.0%
Total Taxes			24,531,841	26,899,963	26,920,533	9.7%
LICENSES, PERMITS, & FEES FROM SERVICES						
11000222 41390	Assessor	Assessment Miscellaneous	3,000	3,000	3,000	0.0%
11000314 41290	Circuit Clerk	Circuit Clerk Fees	1,000,000	1,310,000	1,625,000	24.0%
11000314 41300	Circuit Clerk	Cir. Clk. System Fee	10,000	9,000	500	-94.4%
11000314 42130	Circuit Clerk	Cir. Clk. GPS Service Fee	2,000	0	0	0.0%
11000314 42140	Circuit Clerk	Cir. Clk. Periodic Impris. Fee	8,000	8,500	12,000	41.2%
11000314 42250	Circuit Clerk	Circuit Clerk Revenue	30,000	0	6,000	100.0%
11000529 42200	Admin	County Building Postage Reimb.	170,000	120,000	120,000	0.0%
11002539 42220	Admin	Compost Fees	5,000	5,000	5,000	0.0%
11000606 41210	County Clerk	County Clerk Fees	350,000	300,000	300,000	0.0%
11000606 41220	County Clerk	Recorder's Miscellaneous	40,000	40,000	40,000	0.0%
11000825 41150	Treasurer	Property Tax Late Pymnt. Penalty	325,000	325,000	325,000	0.0%
11000825 41400	Treasurer	Treasurer Fees	21,000	20,000	20,000	0.0%
11000825 41700	Treasurer	Miscellaneous Revenue	30,000	30,000	30,000	0.0%
11001618 41340	Probation	Probation Board & Care	0	0	25,000	100.0%
11001719 41360	Public Defender	Public Defender Fees	4,050	4,050	4,050	0.0%
11001902 41180	PBZ	Building Fees	85,000	100,000	100,000	0.0%
11001902 41190	PBZ	Recording Fees	1,200	1,200	1,100	-8.3%
11001902 41200	PBZ	Zoning Fees	10,000	10,000	10,000	0.0%
11001902 41450	PBZ	2012 NRA Fee	10	10	10	0.0%
11002009 41240	Sheriff	Sheriff Fees	107,250	121,765	114,139	-6.3%
11002009 41250	Sheriff	Sheriff Miscellaneous	13,123	8,618	42,658	395.0%
11002009 41260	Sheriff	HIDTA Reimbursement	40,000	52,181	60,362	15.7%
11002009 42070	Sheriff	Security Detail Income	18,000	4,528	5,725	26.4%
11002011 41270	Sheriff	Merit Commission Revenue	0	41,150	45,958	11.7%
11002010 42050	Sheriff	Prisoner Transport	700	818	810	-1.0%
11002010 42060	Sheriff	Sheriff Bond Fee	13,800	25,620	9,600	-62.5%
11002010 42080	Sheriff	Corrections Board & Care	136,875	170,820	142,350	-16.7%
11002010 42090	Sheriff	Federal Inmate Revenue	503,700	201,480	210,000	4.2%
11002010 42100	Sheriff	Federal Inmate Mileage Reimbursement	3,785	2,428	1,800	-25.9%
11002010 42110	Sheriff	Federal Inmate Transport Fees	22,292	21,648	7,216	-66.7%
11002120 41370	Circuit Clerk	Fines & Forfeits	260,000	310,000	375,000	21.0%
11002120 41380	State's Attorney	State's Attorney Miscellaneous Revenue	1	1	0	-100.0%
11002120 42150	State's Attorney	State's Attorney Trial Fee	250	0	0	0.0%
11002120 42160	State's Attorney	State's Attorney Comptroller Collection Fines/Fees	2,000	2,000	800	-60.0%
11002233 41410	ICT	Technology Revenue	1,000	1,000	1,000	0.0%
11002233 41420	ICT	Technology Municipality	0	0	0	0.0%
11002532 41460	Admin	UCCI Reimbursement	3,000	3,000	3,000	0.0%
11002532 42210	Admin	Liquor License	21,500	21,500	21,500	0.0%
Total Licenses, Permits & Fees from Services			3,241,536	3,274,317	3,668,578	12.0%

GENERAL FUND REVENUE SUMMARY

ACCOUNT & DESCRIPTION	BUDGET 2024	BUDGET 2025	BUDGET 2026	% CHANGE IN BUDGET
INTEREST				
11000825 41350 Treasurer Interest Income	650,000	800,000	800,000	0.0%
Total Interest	650,000	800,000	800,000	0.0%
INTERGOVERNMENTAL				
11000530 41080 Admin State's Attorney Salary	175,605	184,885	197,100	6.6%
11000530 41090 Probation Probation Officer Salary	729,957	747,441	771,042	3.2%
11000530 41100 Admin Supervisor of Assmnt. Salary	48,213	49,736	50,873	2.3%
11000530 41110 Admin Public Defender Salary	112,975	124,017	123,089	-0.7%
11000530 41500 Probation State Comp-Pretrial Officer	175,300	180,439	181,757	0.7%
11000530 41130 Admin Sheriff Salary	86,942	104,517	109,413	4.7%
11002233 41430 ICT KenCom Operations Reimbursement	101,296	104,335	107,465	3.0%
11000606 41120 Co Clerk State Com Election Judge	50,000	30,000	30,000	0.0%
11000912 43930 EMA Chief Assoc.	0	0	2,000	100.0%
11000912 41280 EMA EMA Reimbursement from IEMA	48,000	40,000	40,000	0.0%
11001618 41440 Probation Probation Officer Salary (Municipal)	20,000	20,000	20,000	0.0%
Total Intergovernmental	1,548,288	1,585,370	1,632,738	3.0%
TOTAL REVENUE	29,971,665	32,559,651	33,021,849	1.4%
TRANSFERS IN				
11003038 40060 Admin Transfer from Probation Services Fund	14,557	20,654	0	-100.0%
11003038 40530 Admin Transfer from Public Defender Auto		12,191	12,191	0.0%
11003038 40030 Admin Transfer from Animal Control Fund	10,000	0	0	0.0%
11003038 40050 Admin Transfer from GIS Mapping	13,560	13,560	9,650	-28.8%
11003038 40220 Admin Transfer from Court Security Fund	39,000	18,630	0	-100.0%
11003038 40390 Admin Transfer from ARPA	88,000	20,000	0	-100.0%
11003038 40430 Admin Transfer From CirClk Child Support Fund #1303	20,000	10,000	0	-100.0%
11003038 40440 Admin Transfer From CirClk Document Storage Fund #1304	60,000	60,000	0	-100.0%
11003038 40450 Admin Transfer from CirClk Court Operation #1306	30,000	15,000	0	-100.0%
11003038 40550 Admin Transfer from Public Defender State Funding		90,000	90,000	0.0%
11003038 40540 Admin Transfer From Election Fund		370,000	370,000	0.0%
11003038 40230 Admin Transfer from CirClk Automation Fund #1313	125,000	150,000	0	-100.0%
Total Transfers	400,117	780,035	481,841	-38.2%
General Fund Total Revenue & Transfers In	<u>30,371,782</u>	<u>33,339,685</u>	<u>33,503,690</u>	0.5%
GF Expenditures & Transfers Out	(30,371,782)	(33,339,239)	(35,487,142)	
GF Revenues & Transfers In	30,371,782	33,339,685	33,503,690	0.5%
Surplus (Deficit)	0	446	(1,983,452)	

GENERAL FUND EXPENDITURE SUMMARY

DESCRIPTION	BUDGET 2024	BUDGET 2025	BUDGET 2026	% CHANGE IN BUDGET
EXPENSES				
11000530 Administrative Services	514,859	737,559	761,041	3.2%
11000828 Auditing & Accounting	258,500	440,000	356,000	-19.1%
11002621 Board of Review	85,815	88,839	91,627	3.1%
11002550 Capital Expenditures	0	0	0	0.0%
11002734 CASA Expenditures	12,000	12,000	42,000	250.0%
11000314 Circuit Court Clerk	1,241,021	1,572,930	1,611,355	2.4%
11001516 Circuit Court Judge	360,413	381,387	402,106	5.4%
11001618 Combined Court Services (Probation)	1,511,269	1,556,631	1,697,617	9.1%
11002537 Contingency	636,859	429,513	250,000	-41.8%
11000417 Coroner	222,984	298,704	322,613	8.0%
11002010 Corrections	5,118,702	5,408,225	5,655,751	4.6%
11000222 County Assessments	359,407	387,969	429,484	10.7%
11002532 County Board	208,388	226,640	254,226	12.2%
11000606 County Clerk & Recorder & Bonds	183,307	202,154	198,144	-2.0%
11000607 Election Costs	758,347	797,107	809,431	1.5%
11000912 Emergency Management Agency	101,662	117,309	125,748	7.2%
11001001 Facilities Management	1,310,929	1,596,028	1,708,458	7.0%
11000224 Farmland Review Board	353	353	353	0.0%
11001515 Jury Commission	87,450	94,250	94,850	0.6%
11002011 Merit Commission	44,927	107,506	64,618	-39.9%
11001902 Planning, Building & Zoning	238,387	269,643	370,164	37.3%
11000529 Postage County Building	130,878	141,068	141,068	0.0%
11001719 Public Defender	647,957	784,032	921,626	17.5%
11001808 Regional Office of Education	99,929	103,149	108,701	5.4%
11002009 Sheriff	7,360,777	8,051,474	8,840,893	9.8%
11002836 Soil & Water Conservation District Grant	55,000	60,000	60,000	0.0%
11002120 State's Attorney	1,804,630	2,108,594	2,386,213	13.2%
11002233 Technology Services	987,457	1,274,711	1,428,334	12.1%
11000825 Treasurer	539,448	578,919	578,350	-0.1%
11003131 Human Resource	321,939	392,483	433,332	10.4%
11001044 Utilities	789,730	937,315	948,293	1.2%
TOTAL EXPENDITURES	25,993,322	29,156,492	31,092,396	6.6%

GENERAL FUND EXPENDITURE SUMMARY

DESCRIPTION	BUDGET 2024	BUDGET 2025	BUDGET 2026	% CHANGE IN BUDGET
TRANSFERS OUT:				
Debt Service				
11003038 Trsn to Adm Bldg Debt Serv	104,760	96,547	96,546	0.0%
Subtotal - Debt Service	104,760	96,547	96,546	0.0%
Capital/Reserves				
11003038 Trns to Building Fund	35,000	35,000	35,000	0.0%
11003038 Trsn to Cap Improve Fund	150,000	150,000	150,000	0.0%
Subtotal - Capital/Reserve Funds	185,000	185,000	185,000	0.0%
Other Transfers Out				
11003038 Trns to Kendall Area Transit	25,500	-	-	0.0%
11003038 Trns to 27th Payroll Fund	-	-	50,000	100.0%
11003038 Trns to Health Care Fund	4,050,000	3,888,000	4,050,000	4.2%
11003038 Trns to Historic Pres. CLG	13,200	13,200	13,200	0.0%
Subtotal - Other Transfers Out	4,088,700	3,901,200	4,113,200	5.4%
TOTAL TRANSFERS OUT	4,378,460	4,182,747	4,394,746	5.1%
TOTAL EXPENDITURES AND TRANSFERS OUT	30,371,782	33,339,239	35,487,142	6.4%



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/7/2025
Subject: Courthouse Concrete Project
Prepared by: Luke Prisco
Department: Facilities Management

Action Requested:

Review and approve of Courthouse Concrete Project installation by Pave Connect via the Omnia government cooperative Contract Number R220902 at a cost of \$31,017.25.

Board/Committee Review:

Facilities Committee

Fiscal impact:

Facilities Management has yearly Pavement and Signage Budget totaling \$127,500. As of October 2025 there is still \$108,977.50 left in the budget. We also received an ADA grant through Circuit Clerk for \$16,760.

Background and Discussion:

Part of Facilities Management’s yearly maintenance of the County’s facilities is to repair and refurbish concrete sidewalks, curbing and ADA related items. Facilities Management budgets for yearly asphalt and concrete repair and will continue to apply for the ADA grant moving forward.

There is \$108,977.50 left in the Capital Maintenance line item and there will be \$77,960.25 left after this project is completed. Facilities Management has a few more projects coming out of this line item, but concrete project scope was reduced to optimize pricing and to allow for potential ADA grant funding in 2026.

Staff Recommendation:

Review and approve Courthouse Concrete Project installation by Pave Connect via the Omnia government Contract

Attachments:

- **Pave Connect Contract**



PaveConnect

NATIONAL PAVING SERVICES



Customer Name: _____

Contact Name: _____

Project Name: _____

Project Address: _____

City: _____ State: _____ Zip: _____

Project #: _____ Contract # / CPN #: _____

Project Type: _____

Submittal Date: _____

Sales Manager Name: _____

Sales Manager Phone: _____

Sales Manager Email: _____

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

OVERVIEW



SCOPE OF WORK

 Base Bid:


 Safety and Project Preparation:

 Miscellaneous:

SCOPE OF WORK

#	Description	Quantity	Units	Cost	Total Cost
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
Total :					
Taxes & Fees* :					
Base Bid Total :					

**All applicable taxes included. See all terms, conditions, & exclusions.*


Base Bid Total: _____

PICTURES



PICTURES



PAYMENT TERMS


» Schedule or Reimbursement

- _____ due upon delivery of materials
- _____ due upon substantial completion of project
- _____ due upon acceptance and issuance of warranty

Notes: The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.

» Exclusions:

ACCEPTANCE OF TERMS


 As authorized representative of _____, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Accepted By:

Name: _____

Signature: _____

Approval Date: _____

Approved Contract Amount: _____

Purchase Order Number: _____

PROJECT AGREEMENT TERMS AND CONDITIONS

1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.
2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.
3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.
4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can not legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.
5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.
6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.
7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as

PROJECT AGREEMENT TERMS AND CONDITIONS

Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Workmanship Warranty: PaveConnect will warrant all workmanship for the period of 12 months from the date that PaveConnect completes its work on the Project. This one-year warranty excludes any defects in the materials installed. No full system watertight warranty is provided, unless otherwise specified.

OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN, PAVECONNECT MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH REGARD TO THE LABOR, MATERIALS, AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT OR WITH REGARD TO THE WORK ITSELF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

10. Indemnity. PaveConnect and Customer agree to indemnify and to hold each other, including their officers, agents, directors and employees, harmless from all liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind resulting from the negligence or wrongful conduct or breach of this Agreement by the indemnifying party or its employees, contractors or agents, including, without limitation, liabilities, costs, claims, demands, or suits for personal injury or property damage. This indemnity only requires the indemnifying party to indemnify the other party to the extent that such liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind are the result of the indemnifying party's negligence, wrongful conduct or breach of this Agreement.

11. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars (\$25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

12. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered

PROJECT AGREEMENT TERMS AND CONDITIONS

by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

13. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

14. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

15. Governing Law. This Agreement shall be governed by, the laws of the State in which the project is completed.

16. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in the state in which the project is completed. Customer agrees to the joinder of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

17. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/7/2025
Subject: CASA Lease Renewal
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of a Lease Agreement with Court Appointed Special Advocates

Board/Committee Review:

NA

Fiscal impact:

NA

Background and Discussion:

Court Appointed Special Advocates (CASA) currently leases space in the Health Department from the County. This lease relocates their current space to the Kendall County Courthouse in two second-floor offices constructed as part of the recent space build out. The lease keeps the payment terms the same at \$400 per month. The County and CASA maintain a separate memorandum of understanding that provides payment to CASA in the amount of \$400 per month, and waives the requirement to make a rent payment if such contribution is not made.

The lease was established for a shorter term due to ongoing facilities space evaluations. The County would work with CASA to determine needs and available space ahead of the lease expiration and in coordination with the facilities renovation programming plan at that time.

Staff Recommendation:

Approval of a Lease Agreement with Court Appointed Special Advocates (CASA) for a term of September 8, 2025 through November 30, 2026.

Attachments:

2025 Lease Agreement between Kendall County and Court Appointed Special Advocates

**2025 LEASE AGREEMENT BETWEEN KENDALL COUNTY,
ILLINOIS AND THE KENDALL COUNTY COURT APPOINTED
SPECIAL ADVOCATE**

This Lease Agreement (Lease) is made and entered into as of _____, 2025, (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as “CASA”).

1. PREMISES

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to CASA (hereinafter referred to as “Tenant”) and CASA hereby leases from the County the premises, being the office numbers xxx and xxx located on the second floor of the Kendall County Courthouse, located at 807 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as “Premises”), for the purpose of CASA recruiting, training and supporting volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County’s juvenile court system. Said Premises are shown on Exhibit A, attached hereto and excludes all Common Areas, as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Courthouse, and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant’s use of the Premises).

2. TERM

2.1 Term. The Term of this Lease shall be for the period of _____, 2025, and terminating on November 30, 2028. “Lease Term” or “Term” shall mean the Term.

2.2 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant’s taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant’s intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.3 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, for the period of October 1, 2025 to November 30, 2028. Tenant shall make monthly rental payments in the amount of \$400.00, each full payment shall be made by the first day of the month, with the first payment being made October 1, 2025.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the rental amount set forth in section 3.1 constitutes the fair market value for rental of the premise.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by the Tenant or the Landlord, either prior to or during the term of this Lease, shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease, unless otherwise agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Courthouse not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Courthouse which serve the Courthouse or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Courthouse that may from time to time exist. Common Areas shall include the roofs and exterior walls of the Courthouse, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Courthouse and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal; any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord, the Kendall County Sheriff, and the Presiding Judge of the Kendall County Circuit Court shall have exclusive control of the Common Area and may exclude any person from use thereof. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Courthouse without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord, Kendall County Sheriff, or the Presiding Judge of the Kendall County Circuit Court for the Courthouse. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area. Common Areas shall be used by Tenant and its employees, agents, representatives, licensees, and invitees only for normal activities: parking, ingress, and egress to and from the Premises and Courthouse.

If, in the opinion of Landlord, Kendall County Sheriff, or the Presiding Judge of the Kendall County Circuit Court, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, the Sheriff, or the Presiding Judge, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord, the Kendall County Sheriff, or the Kendall County Judiciary at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use public restrooms throughout the facility. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Judiciary and Landlord and subject to their rules and regulations.

6. REAL PROPERTY TAXES

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord and any parties designated by Landlord as additional insures. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, October 1, 2025, and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Courthouse. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees)

if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE

8.1 The Premises shall be used for CASA to recruit, train and support volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord has the authority to make modification and improvements to the Courthouse, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Courthouse for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain the Premises in good condition.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Courthouse including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling CASA telephone calls, which shall be paid by the Tenant.

10.2 Standard Use. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Courthouse. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS

11.1 Tenant shall keep the Premises and the Courthouse free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend Landlord with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any claims arising from or relating to the same.

12. DEFAULTS, REMEDIES

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. (Landlord shall provide written notice to Tenant at the time Landlord believes it has the right contained in 12.2(c).)

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Courthouse that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage, upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does

not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of the Rent amounts owed unless and until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under 13.2, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY

16.1 Landlord, the Kendall County Sheriff, the Presiding Judge of the Kendall County Circuit Court, and their authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. A copy of any notice to Landlord shall be sent to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. TERMINATION OF TENANCY

21.1 Tenant currently occupies office space in the Kendall County Health and Human Services Building. Landlord and Tenant agree that Tenant's tenancy in the Health and Human Services Building shall terminate and possession be returned to Landlord no later than October 10, 2025. Any notice period for termination of said tenancy is waived.

22. MISCELLANEOUS

22.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

22.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising

between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

22.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. 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.

22.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without the other party’s prior written consent.

22.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

22.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

22.8 Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Tenant or this Lease, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Tenant or this Lease, that interest, and the procedure followed to effectuate this Lease has and will comply with 50 ILCS 105/3.

22.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

22.10 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

22.11 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD: _____
Chairman

TENANT: _____
Executive Director

Address of Landlord:
807 West John Street
Yorkville, IL 60560

Address of Tenant:
807 West John Street
Yorkville, IL 60560

EXHIBIT A
DEPICTION OF PREMISES
[See attached Second Floor Plan]



Kendall County Agenda Briefing

Meeting Type: County Board
Meeting Date: 10/7/2025
Subject: Senior Human Resources Generalist Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Senior Human Resources Generalist Job Description to the Kendall County Board for approval.

Board/Committee Review:

Human Resources & Insurance Committee

Fiscal impact:

The proposed starting salary range for the Senior HR Generalist is \$70,000 to \$75,000, depending on qualifications and experience. Any additional funding required for this position will be incorporated into the FY 2025–26 budget.

Background and Discussion:

The attached document outlines a proposed job description for a Senior Human Resources Generalist position within the Human Resources Department. If approved, this position would fill one (1) current Human Resources Generalist vacancy, which became available when Brenda Benz was promoted to Payroll Specialist following Payton Karlovich’s voluntary resignation from that role.

The proposed Senior Human Resources Generalist position is intended to bring additional experience and capacity to support the department’s evolving needs, particularly in areas requiring more advanced HR expertise (e.g., complex leave of absence situations, workers’ compensation claims, performance management, and disciplinary matters). This role would also provide enhanced support to the Human Resources Director on strategic and high-level projects.

Staff Recommendation:

To forward the Senior Human Resources Generalist job description to the Kendall County Board for approval.

Attachments:

1. Senior Human Resources Generalist job description

TITLE: Human Resources Senior Generalist
DEPARTMENT: Human Resources
SUPERVISED BY: Human Resources Director
FULL TIME/PART TIME: Full Time
FLSA STATUS: Non-Exempt
APPROVED/REVISED: TBD

I. Position Summary:

The Senior Human Resources Generalist plays a key role in supporting the Human Resources Department by performing a wide range of advanced human resources functions. Reporting directly to the Human Resources Director, this position serves as a strategic partner, providing experienced-level Human Resources (HR) support to Kendall County's departments, elected officials, and employees. This role mirrors the responsibilities of a Human Resources Generalist but at a higher, more experienced level with a focus on complex employee matters, high-level projects, and strategic initiatives.

The Senior Human Resources Generalist will also provide direct administrative support to the Human Resources Director with the administration of Kendall County's risk management and compliance programs such as workers compensation, property insurance, auto insurance, and liability insurance.

II. Essential Duties and Responsibilities:

The essential job duties for this position include, but are not limited to the following:

- A. Provides direct support to Kendall County's department heads, elected officials (if requested), and employees by performing a broad range of human resources services including, but not limited to the following:
 - 1. Advises and supports elected officials, department heads, supervisors, and employees on a wide range of HR issues, including employee relations, performance management, job classification, compensation, benefits, policy interpretation, and compliance.
 - 2. Serves as the primary lead for managing and coordinating FMLA, PEDA, other leaves of absence (LOA), and Workers' Compensation cases.
 - 3. Coordinates and assists in full-cycle recruitment and talent acquisition efforts, including overseeing support provided by HR Generalist(s) during the hiring process.
 - 4. Oversees employee onboarding and offboarding processes.
 - 5. Coordinates employee training and professional development programs. Develops and delivers onsite training. Maintains accurate training records and ensures training compliance.
 - 6. Assists with the management and growth of Kendall County's internship program.
 - 7. Supports the Human Resources Director in policy research, drafting, and implementation of new/ revised HR policies and procedures.
 - 8. Participates in union labor negotiations and supports ongoing labor relations activities.

9. Contributes to internal HR communications, employee engagement strategies, retention initiatives, and diversity, equity, and inclusion efforts.
 10. Responds to HR-related inquiries from employees, managers, and elected officials. Acts as a liaison between departments and HR.
 11. Supports the development, implementation, and utilization of HR systems and software to ensure legal and procedural compliance.
 12. Maintains accurate, thorough, and confidential HR records in compliance with federal/state laws, union contracts, and internal policies.
 13. Analyzes HR data and prepares reports, forms, and documents to support departmental decision-making.
 14. Performs other HR-related duties as assigned.
- B. Assists with the administration of Kendall County's risk management and compliance programs such as workers compensation, property insurance, auto insurance, and liability insurance by performing duties including, but not limited to the following:
1. Processes and tracks claims.
 2. Responds to inquiries about risk management and compliance matters.
 3. Assists with the resolution of billing issues.
 4. Serves as a direct contact with the County's workers' compensation and liability insurance plan providers, insurance brokers, and legal counsel.
 5. Gathers and retains certificates of insurance and other insurance related records.
 6. Prepares and maintains up to date records regarding authorized drivers, insured property and assets, and claims.
 7. Compiles and analyzes data and prepares reports, forms, and other documents related to the County's risk management and compliance functions.
 8. Keeps current on changes in state and federal laws and regulations impacting Kendall County.
- C. The Senior HR Generalist will oversee annual compliance audits for the HR Department.
- D. Responsible for filing documents, pulling documents from storage, and putting files away in storage.
- E. Serves as a Freedom of Information Act Officer for the County's Human Resources Department.
- F. Comply with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- G. Prepares and revises correspondence, reports, newsletters, flyers, brochures, and any other documentation, as needed, to perform assigned job duties.
- H. Must be able to work on-site to perform the above essential job duties.
- I. Travels to, attends and/or presents at meetings, conferences, and trainings/seminars, as assigned, both during and after regular business hours.
- J. Handles confidential matters daily relating to all functions of the Human Resources Department and maintains confidentiality of such information.
- K. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.

- L. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- M. Maintains regular attendance and punctuality.
- N. Performs other duties as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, minutes, agendas, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials, in both one-on-one and group settings.
4. Requires proficient knowledge of the English language, spelling and grammar.

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentage and to draw and interpret bar graphs.
3. Ability to prepare and analyze statistical data and reports.

C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License.
2. Current Society of Human Resource Management (SHRM) certification and/or other risk management and/or human resources certifications are preferred.
3. Any and all other certificates and registrations as required for the specific duties performed.

E. Other Skills, Knowledge and Abilities:

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.

6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
7. Proficiency with Human Resource Information Systems (HRIS) is preferred.
8. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
9. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

F. Education and Experience:

1. A minimum of a Bachelor's degree in Human Resources, Public Administration, Business, or a related field is required.
2. At least five (5) years of professional work experience in an HR position is required.
3. Must have prior work experience (from start to finish) with leaves of absence administration and extensive knowledge of FMLA, ADA, and other leave laws.
4. Must have prior work experience (from start to finish) with workers compensation administration.
5. Working knowledge of and prior work experience with OSHA, worker's compensation, unemployment, wage and hour, and EEO laws is required.
6. Prior work experience with unionized workforces is preferred.
7. SHRM certification is preferred.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screens and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties and other locations throughout Kendall County and the Chicago region to perform assigned job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.

- C. Employee may be exposed to stressful and difficult situations and material while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- D. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor
cc: personnel file, employee

Date