

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, 111 W Fox St, Rooms 209 & 210, Yorkville IL 60560  
Tuesday, October 3, 2023, at 6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
  - A. Newark High School State FFA Degree Recipients
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board Minutes from September 5, 2023
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$4,524,115.43
  - D. Approve 2024 REP Local Compensation Intergovernmental Grant Agreement between the State of Illinois, Illinois Emergency Management Agency, and the County of Kendall. Effective July 1, 2023, and expires on June 30, 2024, in the amount of \$9,383.
  - E. Approve Chicago HIDTA Domestic Highway Enforcement Initiative Administrative Assistant Service contract amendment with Kendall County as the Fiduciary Agent effective October 15, 2023 through October 14, 2025, in the annual amount of \$76,095.00.
  - F. Approve Chicago HIDTA Executive Director Service contract amendment with Kendall County as the Fiduciary Agent effective December 1, 2023 through November 30, 2026, in the annual amount of \$183,500.00 with an annual increase as set by congress for cost of living.
  - G. Approval of one year extension with Mack & Associates for the amount of \$75,850
  - H. Approval of 5-year contract with Sentinel Technologies Inc. for \$244,600 in reference to the Managed SOC Capital Project ITB
10. Old Business
11. New Business
12. Standing Committee Reports
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report

**APPOINTMENT(S)**

Gabriella Shanahan – Board of Health – 3 year term – October 2026

17. Public Comment
18. Questions from the Press
19. Executive Session
20. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
September 5, 2023**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, September 5, 2023, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Brian DeBolt

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**

Chairman Kellogg asked for a moment of silence.

**THE AGENDA**

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

**PUBLIC COMMENT**

Margaret Sheehan spoke about Elections.

Scott Pugsley spoke about transparency and recorded meetings of the Oswego Fire Protection District.

Todd Milliron commented on the audio recordings and asked for consideration for reimbursement of his lawsuit.

**CONSENT AGENDA**

Member Gengler moved to approve the consent agenda removing item E to under New Business. Member Flowers seconded the motion.

- A. Approval of County Board Minutes from August 2, 2023
- B. Standing Committee Minutes Approval
- C. Approval of Claims in an amount not to exceed \$2,326,466.72
- D. Approval of an Intergovernmental Agreement between Kendall County and The Kendall County Forest Preserve District for the Commitment of Kendall County Fox River Watershed Escrow Funds to Serve as the Required Local Match to a District-Sponsored USEPA Section 319 Grant Application for the Removal of the Low Head Dam and Related Soil Erosion Control and Water Quality Improvement Projects at Little Rock Creek Forest Preserve

**C) COMBINED CLAIMS:** ADMIN \$214.66; ANML CNTRL WRDN \$3,173.00; CIR CRT JDG \$8,538.20; CRNR \$2,316.20; CORR \$15,932.51; CNTY BRD \$998,312.02; CNTY CLK \$797.05; HIGHWAY \$658,734.13; CNTY TRSR \$5,436.30; ELECTION \$1,750.70; EMA \$695.01; EMA DRCTR \$8,081.20; FCLT MGMT \$7,935.83; GIS COORD \$152.32; HLTH & HMN SRV \$145,266.48; HR \$1,780.46; JURY \$3,235.62; MRT COMM \$446.90; PBZ PLNNR \$9,982.48; PBZ \$2,585.37; PRSDNG JDG \$1,687.62; PROB SPVSR \$4,029.53; PUB DFNDR \$723.55; ROE \$369.32; SHRF \$11,373.30; ST ATTY \$5,135.02; TECH \$7,272.95; TRSR \$350.00; UTIL \$44,776.32; VET \$6,069.68; FP \$66,552.00; SHF \$14,201.09; SHF \$21,195.68; SHF \$52,103.98; CIVIL \$9,400.37 CIVIL \$205,859.87

**D)** A complete copy of IGAM 23-35 is available in the Office of the County Clerk.

**NEW BUSINESS**

**Pivot-Tech**

Member Bachmann moved to approve Pivot-Tech as the awardee of the Request for Proposal Public-Private Partnership in Providing Fiber to the Home and Internet Services. Member Shanley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**GIS Position**

Member Bachmann moved to approve the request to add a Fourth Full-time GIS Position. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## STANDING COMMITTEE REPORTS

### Finance and Budget

#### Squad Cars

Member Gengler moved to approve the purchase of 13 squad cars. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Economic Development & Administration

#### Rabies Quarantine Agreement Form

Member Shanley moved to approve the Rabies Quarantine Agreement Form. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### PUBLIC COMMENT

Todd Milliron was excited about the Internet Services.

### QUESTIONS FROM THE PRESS

Ethan Krueger from WSPY asked where Pivot-Tech Company is located out of and the cost of the squad cars.

### 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, (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 Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### ADJOURNMENT

Member Shanley moved to adjourn the County Board Meeting until the next scheduled meeting. 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 6th day of September 2023.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, September 14, 2023, at 4:00 PM  
Meeting Minutes**

**Call to Order** - The meeting was called to order at 4:17pm. by County Board Chair Matt Kellogg.

**Roll Call**

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

**With 8 members present a quorum was established.**

**Staff Present:** Jennifer Berault, Leslie Johnson, Dan Polvere, Luke Prisco, & Jim Webb

**Others Present:** Ethan Kruger (WSPY) Mark Foster (Shaw Media)

**Approval of Agenda –**

Member Koukol made a motion to approve the agenda, second by Member Flowers. **With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

**Approval of Claims** – Motion made by Member Shanley, second by Member Flowers to forward claims to the next County Board meeting.

**ROLL CALL**

Dan Koukol	yes
Elizabeth Flowers	Aye
Seth Wormley	yes
Ruben Rodriguez	yes
Brian DeBolt	-----
Zach Bachmann	yes
Jason Peterson	-----



Scott Gengler	yes
Matt Kellog	yes
Brooke Shanley	yes

**With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

**New Committee Business -**

**A. PRESENTATION:** *Results of the Historic Structure Survey of Unincorporated Kendall and Bristol Township by Wiss, Janney, Elstner Associates, Inc*

Ken Itle, Architect and Historian with Wiss, Janney, Elstner Associates gave a PowerPoint presentation on the Historic Structure Survey of Unincorporated Kendall and Bristol Township project.

The process began with historical research such as looking at historic photographs, published history literature that dates to the 1870's. From December 2022 to May 2023 field survey work was performed and was assisted by volunteers. Finally, database and map preparation.

Survey results:

Bristol Township: 328 structures at 69 properties

Kendall township: 561 Structures at 149 properties

**B. DISCUSSION:** *Building Updates*

Dan Polvere updated the Board on construction of the new building. Dan stated that everything is on schedule despite the setback due to weather conditions from earlier in the week. Contractors are using the weekend to make up for the lost days. Next step is working on the parking lot. Mr. Polvere hopes to get the overfill parking resolved before winter to allow more parking space for the public and employee parking. Weekly report was provided in the packet

**C. MOTION RC ( FWD TO COB):** *Approval of the Kendall County Fiscal Year 2024 Tentative Budget*

Jennifer Breault explained the budget approval process with the board. Next step is to post the tentative budget for public access. Finally, the county board will go through the budget for final approval at November's County board meeting.

**Motion made by Member Gengler to forward to County Board, second by Member Flowers. With 8 members present voting aye, the motion carried by a vote or 8-0.**

**ROLL CALL**

Zach Bachmann	yes
Brooke Shanley	yes
Scott Gengler	yes

Ruben Rodriguez	yes
Matt Kellogg	Yes
Dan Koukol	Yes
Elizabeth Flowers	Aye
Jason Peterson	-----
Brian DeBolt	-----
Seth Wormley	yes

**Old Committee Business-** None

**Department Head and Elected Officials Reports** – None

**Public Comment** – None

**Questions from the Media –**

Ethan Kruger (WSPY) asked member Gengler to explain the meaning of using the term blue numbers. Mr. Gengler’s term “Blue” numbers is referring to positive numbers in the budget.

**Chairman’s Report –**

*Jeff Wehrli- Historic Preservation Commission- 3 Year Term – September 2026*

*Thomas W. Grant – Housing Authority – 5 Year Term – September 2028*

*Duayne Christian – Newark Sanitary District – 3 Year Term – September 2026*

*Joseph Steffen – Newark Sanitary District – 3 Year Term – September 2026*

*David Thompson – Newark Sanitary District – 3 Year Term – September 2026*

*Jillian Prodell – Zoning Board of Appeals (Seward Twp) – 5 Year Term – September 2028*

**Review Board Action Items –**

- *Claims*
- *Approval of the Kendall County Fiscal Year 2024 Tentative Budget*

## **Executive Session-**

For the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes by Section 2.06. 5ILCS 120-2/21

Member Flowers made a motion to move into Executive Session, second by Member Koukol.  
**With 8 members voting aye, the motion was carried by a vote of 8-0.**

## **ROLL CALL**

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

**Adjournment** – Member Flowers made a motion to adjourn the meeting, second by Member Gengler. **With 8 members present voting aye, the meeting adjourned at 4:45p.m.**

Respectfully Submitted,

Nancy Villa  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE MEETING**  
**BUDGET HEARINGS**  
**Thursday, September 7, 2023**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** – The Committee of the Whole meeting was called to order at 9:22 a.m. by County Board Chair Matt Kellogg.

**Roll Call**

<b>Board Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Matt Kellogg	here		
Scott Gengler	here		
Zach Bachmann	absent		
Brian DeBolt	absent		
Elizabeth Flowers	absent		
Dan Koukol	absent		
Jason Peterson	here		
Ruben Rodriguez	here		
Brooke Shanley	here		
Seth Wormley	here		

**Quorum established with six (6) members present.**

**Staff Present:** Jennifer Breault, Nancy Villa, Meagan Briganti, Matt Kinsey, Dan Polvere, Jacquie Purcell, Andy Nicoletti, RaeAnn VanGundy

**Others Present:** Todd Milliron

**Approval of Agenda** – Member Peterson made a motion to approve the agenda, second by Member Wormley.  
**With six (6) members present voting aye, the motion carried by a vote of 6-0.**

**BUDGET PRESENTATIONS**

- Director of ICT Matt Kinsey continued his presentation to the committee for his FY24 budget requests. They have IGA's with KenCom to offset some of their salaries. He briefed the committee on the contractual services that have increased from FY23. ICT is moving to centralize the software for the county.
- Coroner Jacqueline Purcell presented the FY24 Coroner's Budget requests. Discussion on salary and one ARPA funded position. Capital requests will include \$15,000 in new radios, due to KenCom upgrading to encrypted radios which will make the Coroner's current radios obsolete. Discussion ensued regarding how the radios could be funded.
- Director of Facilities Management Dan Polvere presented to the committee the FY24 Facilities Management budget requests. Salaries were discussed, which included increases for clerical and project manager positions, over the 2% increase suggested by the committee. Overtime salaries, which are mostly dictated by the weather (snow removal) are unpredictable from year to year. The board would like to have further discussions on vehicles and how they can share or move vehicles to different

departments. Board chairman had questions regarding utilities and would like Mr. Polvere to look into the numbers for gas and electric billing.

- Chief Assessor Andy Nicoletti presented the FY24 Assessors budget requests. Employees are union and their current contract runs through November 2024, so any increase in salaries are unknown at this time.
- Executive Director RaeAnn VanGundy and Fiscal Director Katy Williams presented the FY24 Health Department budget requests. They explained to the committee all the grant changes that have taken place this past year and grants that have ended. Currently three positions open and they are requesting a three percent increase in salaries. Capital requests will all be funded by grant funds.
- Financial Analyst Jennifer Breault presented the Administration FY24 budget requests. The only anticipated increase would be in postage meter, the lease is expiring this year and will need to re-negotiate with a potential cost increase. Salary adjustments due to hire of the County Administrator position, all other salaries ask 2 % increase. Healthcare is based on the 17.8% increase that was presented in September, hopefully in October the actual percent increase will be available. Jennifer also explained about the 27<sup>th</sup> Payroll fund, this fund is for an extra pay period in 2029, and the goal is to have a healthy fund balance amount to offset this payroll expense. The 27<sup>th</sup> payroll happens about every 11-12 years depending on the calendar.

**COW meeting adjourned for lunch at 11:50 a.m. Chairman Matt Kellogg called meeting to order at 12:30 p.m. and asked for a roll call:**

<b>Board Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Matt Kellogg	here		
Scott Gengler	here		
Zach Bachmann	absent		
Brian DeBolt	absent		
Elizabeth Flowers	absent		
Dan Koukol	absent		
Jason Peterson	absent		
Ruben Rodriguez	here		
Brooke Shanley	here		
Seth Wormley	here		

**With only five members present for Committee of the Whole, Chairman Kellogg called for a recess for lack of quorum. Budget Presentations continued at 12:32 p.m. in the Finance and Budget Committee meeting.**

Respectfully Submitted,

Sally A. Seeger  
Administrative Assistant/Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**FINANCE & BUDGET COMMITTEE MEETING**  
**BUDGET HEARINGS**  
**Thursday, September 7, 2023 at 8:30 AM**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The meeting was called to order at 9:02 A.M. by Committee Chair Scott Gengler.

<b>Roll Call</b>			
<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler	Here		
Brian DeBolt	absent		
Matt Kellogg	Here		
Jason Peterson	Here		
Seth Wormley	Here		

**Quorum established with four (4) members present.**

**Staff Present:** Jennifer Breault, Nancy Villa, Meagan Briganti, Tracy Page, Bobby Richardson, Leslie Johnson, Tricia Springman, and Payton Karlovich

**Others Present:** Brooke Shanley, Ruben Rodriguez, Todd Milliron

**Approval of Agenda** – Member Peterson 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.**

**Overview:** Jennifer Karales briefed the committee prior to the start of the meeting on what has been loaded on their tablets and what information is in their packets. Chair Scott Gengler directed the members to page 1 of the workbook to the General Fund deficient of 4.2M and subsequent pages for the Levy calculation and requests, PTELL Calculations, General Fund Revenue summary and General Fund Expenditure summary. New General Fund requested salaries and ARPA salaries are listed on pages 8-9 of the workbook. Capital requests are listed on page 10 of the workbook, but discussion on capital requests will be held at a future Committee of the Whole meeting.

**BUDGET PRESENTATIONS**

- Deputy Director of EMA, Tracy Page presented the FY24 EMA budget requests, and also explained the Nuclear Grant Fund. She requested EOC renovations and HVAC updates for EMA capital expenditures.
- Deputy ICT Director, Meagan Briganti presented the FY24 GIS budget requests. Discussion on salary increases to retain their staff and bring salaries up to industry standards.

- Director of ICT, Matt Kinsey presented the FY24 ICT budget requests. They are requesting two new positions to ensure smooth transition with an upcoming retirement and for help desk employee for upcoming elections in FY24.

**Finance Chair Gengler called for a recess from the Finance and Budget Committee at 9:22 a.m.**

**Chairman Kellogg called to order the Committee of the Whole for September 07, 2023 at 9:22 a.m.**

**Finance Chair Gengler asked that the Finance and Budget meeting resume at 12:32 p.m. and asked for roll call:**

<b>Roll Call</b>			
<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler	Here		
Brian DeBolt	absent		
Matt Kellogg	Here		
Jason Peterson	absent		
Seth Wormley	Here		

**With three (3) members present of the Finance & Budget Committee a quorum was established.**

- Undersheriff Bobby Richardson presented the FY24 Sheriff and Corrections budget requests. Undersheriff Richardson passed out a memorandum to the committee of the budget highlights for the Sheriff's office. Discussion ensued regarding open patrol positions, current staffing in the Sheriff's office, gas, and maintenance costs. Cell phones will be issued for all vehicles and the increase in this line item is due to the additional twenty vehicles that will be added to the fleet. Questions were asked regarding costs associated with the Safe-T act going into effect and anticipated overtime costs.

**Finance Chair Gengler called for a short break.**

**Finance Chair Gengler called for the Finance & Budget meeting to resume at 1:23 p.m.**

- Director of Human Resources Leslie Johnson presented the FY24 Human Resources department budget requests. Salary positions requested were discussed, as well as contractual service increases. Member Wormley asked if they thought it would be possible to take on some HR duties for the Forest Preserve in the future. Ms. Johnson said that it would require an IGA and policy decision from the Board.

**Overview - Budget and Levy Presentation:** Finance Chair Gengler wrapped up the budget hearings and reminded the members that the budget hearings will continue tomorrow September 8<sup>th</sup> at 9:00 a.m. He asked the members to keep in mind that they are working at \$4.2M deficient. CPI was taken last year and preferably would like to not take it moving forward this equates to \$1.5M. Would like to continue to be fiscally conservative and responsible to the taxpayers of Kendall County. Discussions on the budget will continue to take place at COW, Finance and County Board meetings. Insurance costs will also be a factor in the budget and hopefully will have that number in October- November.

**Public Comment** – Todd Milliron, Yorkville presented his comments to the committee members.

**Questions from the Media** – None

**Action Items for County Board** - None

**Executive Session** – None

**Adjournment** – Member Kellogg made a motion to adjourn the meeting, second by Member Wormley. **With three (3) members present voting aye, the meeting adjourned at 1:41 p.m.**

Respectfully Submitted,

Sally A. Seeger  
Administrative Assistant/Recording Secretary



**COUNTY OF KENDALL, ILLINOIS**  
**FINANCE AND BUDGET MEEETING**  
**BUDGET HEARINGS**  
**Friday, September 8, 2023 at 9:00 AM**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The meeting was called to order at 9:07 A.M. by Committee Chair Scott Gengler.

**Roll Call**

<b>Roll Call</b>			
<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler	Here		
Brian DeBolt	absent		
Matt Kellogg	Here		
Jason Peterson	Here		
Seth Wormley	Here		

**Quorum established with four (4) members of the Finance & Budget committee present.**

**Staff Present:** Jennifer Breault, Nancy Villa, Matt Asselmeier, Debbie Gillette, Eric Weis, Jason Majer, Allice Elliott, Judge Krentz, Jill Ferko, Matthew Prochaska, Taylor Cosgrove, Brianna Falk, Fran Klaas

**Others Present:** Brooke Shanley, Timothy Stubinger, Todd Milliron

**Approval of Agenda** – Member Peterson 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.**

**BUDGET PRESENTATIONS**

- Director of Planning, Building and Zoning and Economic Development Matt Asselmeier presented the FY24 for both PBZ & EDC budget requests. His department's capital request is for one truck and the Historic Structure Survey. Discussion ensued regarding county vehicles and the new EDC position.
- County Clerk and Recorder Debbie Gillette presented the FY24 County Clerk, Recorded and Elections budget requests. Conference line items are increasing as staff have the opportunity to attend election training next fiscal year.
- Director of Veterans Assistance Commission Timothy Stubinger presented the FY24 VAC budget requests. They added to their budget a line item for legal fees, this will be used to hire their own attorney and not use the State's Attorney office. Their FY24 goals include helping veterans and their families receive the care they need through financial assistance, healthcare needs, burial benefits, expand outreach into the community, and enhance the transportation program. The FY24 ask is \$512,515.75.

**Meeting paused for a short recess at 10:05 a.m. The meeting resumed at 10:15 a.m.**

- Public Defender Jason Majer presented the FY24 Public Defender's office budget requests. He explained that one of the larger increase in the budget is in the expert witness fees due to the increase in violent crimes, and the need for more expert evaluations for mental fitness. Budget increases for salaries and training opportunities for the staff, and an additional attorney when they lose the ARPA funding.

The projection is salaries will continue to increase, so they can compete with neighboring counties for top talent. Safe-T act also impacts the staff having to work on the weekends.

- State's Attorney Eric Weis presented the FY24 State's Attorneys budget requests. He explained to the committee that the budget increase is mainly in salaries and trying to retain his staff and recruit top talent. The State's Attorney is also asking for two new positions; one criminal attorney and one administrative position. The State's Attorney office will lose ARPA funds in FY24, and they will need to ask for three positions in FY25.
- Clerk of Circuit Court Matthew Prochaska presented the FY24 Circuit Courts budget requests. Circuit Clerk's budget request is additional staff to comply with the Safe-T act mandates. Three positions will be needed; one full-time Deputy Clerk, part-time office manager and a part-time appeals clerk. Salaries are up for union negotiations this FY24, and increases have not been included in the budget, as they are unknown at this point. Court fee revenues are anticipated to decrease due to changes in state mandates.
- Judge Stephen Krentz presented the FY24 Judicial offices budget requests. Petit Juror Per Diem costs and postage have increased due to the increase in the number of jury trials. He is requesting salary increases for his Court Administrator and Drug Court Coordinator.
- Director of Probation Court Services Alice Elliott presented the FY24 Probation Court Services budget requests. Changes to the budget for FY24 will be in contractual and commodities lime items for an approximate increase of 10%. Matt Kellogg asked Jennifer Breault to work on a budget amendment, so the committee can see the history. Probation staff did receive the 5% salary increase last fiscal year. Questions regarding some of the contractual charges and if some of their computer software could be centralized with our IT Department. Capital requests include shelving, updating desks and radios.
- Treasurer Jill Ferko presented the FY24 Treasurer's office budget requests. The treasurer's office did have one retirement this year, position is still vacant. The budget line item for postage has increased, it is required by statute to send out delinquent tax letters as certified mail.
- Director of Animal Control Taylor Cosgrove presented the FY24 Animal Control budget requests. Ms. Cosgrove is asking for a 2 % increase in staff salaries. Increases in the budget include fuel costs, microchips, and equipment. Capital requests for Animal Control include upgrading one of the vehicles, replacing the fence/gate on the south side of the building and epoxying the garage floor. Ms. Cosgrove will look into using a WEX business fuel card similar to how the Sheriff's department get their fuel at the suggestion of the committee.

**Meeting paused for a short recess at 12:45 p.m. The meeting resumed at 1:00 p.m.**

- Director of Highway Dept. Fran Klaas presented the FY24 Highway department's budget requests. Mr. Klaas explained that the Highway department has control over nine different funds. Two funds are funded by property taxes; county bridge fund and county highway fund. The levy has not changed in fifteen years, but this year proposing adding \$25,000 to the county bridge fund. The biggest change proposed is to eliminate capital expenditure (i.e., large dump trucks) out of the highway fund, move them into the sales tax fund. This will allow the Highway department to continue to upgrade equipment without using property taxes. Salary request is an increase of 4.6% overall in the department. Discussion ensued on projects that are in the five-year plan, including the Orchard Road bridge widening.

**Public Comment** – Todd Milliron, Yorkville presented his comments to the committee members.

**Questions from the Media** – None

**Action Items for County Board** - None

**Executive Session** – None

**Overview - Budget and Levy Presentation:** Scott Gengler thanked the committee for their time attending the budget hearings. He encouraged the committee to reach out to department heads and elected officials regarding any questions they have regarding their budgets and capital requests, and where costs can be cut. County will need to have a balanced budget by November, the committee will have further conversations at COW and County Board meetings coming up in September and October.

**Adjournment** – Member Wormley made a motion to adjourn the meeting, second by Member Peterson. **With four (4) members present voting aye, the meeting adjourned at 1:35 p.m.**

Respectfully Submitted,

Sally A. Seeger  
Administrative Assistant/Recording Secretary

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

***Kendall County Office Building***

***Rooms 209 and 210***

***111 W. Fox Street, Yorkville, Illinois***

**6:30 p.m.**

**Meeting Minutes of September 11, 2023 – Unofficial until Approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Wormley at 6:30 p.m. Chairman Wormley asked that we take a moment to recognize September 11, 2001, the men and women affected on this day and take a moment of silence to recognize how the country was changed and those families affected on this day.

**ROLL CALL**

Committee Members Present: Dan Koukol, Ruben Rodriguez, Brooke Shanley (Arrived at 6:33 p.m.), and Seth Wormley

Committee Members Absent: Elizabeth Flowers

Also Present: Sally Seeger, Troy Williams, and Peter Pasteris

**APPROVAL OF AGENDA**

Member Rodriguez made a motion, seconded by Member Koukol, to approve the agenda as presented. With a voice vote of four (3) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Koukol made a motion, seconded by Member Rodriguez, to approve the minutes of the August 7, 2023, meeting. With a voice vote of three (3) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

The Committee reviewed the expenditure report from August 2023, the quarterly expenditure report, and the escrow report.

Brooke Shanley arrived for the meeting at this time (6:33 p.m.).

**PETITIONS**

*Petition 23 – 24 Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Home Corporation (Billboard Owner)*

Chairman Wormley summarized the request.

In December 2004, through Ordinance 2004-43, the Kendall County Board approved a special use permit for the placement of an off-premise advertising sign at the subject property. The special use permit was renewed in 2017 through Ordinance 2017-14. The special use was renewed again in 2019 through Ordinance 2019-22. The special use was renewed again in 2021 through Ordinance 2021-17 Restriction Number 2.C of the 2021 special use permit renewal and Section 12:06.A.4 require the owner to either remove the sign or to renew the special use permit every two (2) years.

The property is located at the northeast corner of the intersection of Route 34 and Hafenrichter (Farnsworth) in Oswego Township.

The property is approximately forty-three (43) acres in size.

The property is farmed.

The property is zoned M-2 with a special use permit.

The County's plan calls for the property to be Commercial and Suburban Residential. Aurora's plan calls for the property to be Commercial.

Route 34 is maintained by the Illinois Department of Transportation. Hafenrichter (Farnsworth) is a Local Road maintained by Oswego Township.

Aurora has a trail planned along Hafenrichter.

There are no wetlands or floodplains on the property.

The adjacent land uses are agricultural, residential, commercial, and industrial.

The adjacent properties are zoned M-2 in the County and R-1 (S), R-5 (S), and B-2 (S) inside Aurora.

Aurora's Plan calls for the area to be Low Density Residential, Medium Density Residential, Commercial, Light Industrial, and Industrial.

Nearby properties are zoned A-1, B-3, M-1 SU, and M-2 SU in unincorporated Kendall County. The City of Aurora, Kane County, DuPage County, and Will County also have zoned properties in the area.

The Endangered Species Report was not required.

The Natural Resource Inventory was not required.

Petition information was sent to Oswego Township on June 21, 2023. No comments received.

Petition information was sent to the City of Aurora on June 21, 2023. The property owner has been in annexation negotiations with the City of Aurora. The sign will likely be removed if the property is annexed.

Petition information was sent to Oswego Fire Protection District on June 21, 2023. No comments received.

ZPAC reviewed the proposal at their meeting on July 5, 2023. ZPAC recommended approval of the renewal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on July 26, 2023. The Kendall County Regional Planning Commission recommended approval of the renewal by a vote of six (6) in favor, zero (0) in opposition, one (1) in abstention, and three (3) absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on August 28, 2023. Nobody from the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the renewal by a vote of six (6) in favor and zero (0) in opposition, with one (1) absent. The minutes of the hearing were provided.

The sign is twelve feet by sixteen feet (12' X 16') in size. There will be fourteen feet (14') from the ground to the top of the sign. Renderings of the sign and the petitioner's application (including lease, findings of fact, and site plan) were provided.

The petitioner desires to renew the special use permit awarded by Ordinance 2004-43 and renewed by Ordinance 2017-14 with no changes in restrictions. Ordinance 2004-43, Ordinance 2017-14, Ordinance 2019-22, and Ordinance 2021-17 were provided.

The restrictions imposed by Ordinance 2021-17 include:

1. The sign shall look substantially in the form as shown in the attached Exhibit.
2. The sign shall be located substantially in the location depicted on the attached Site Plan.
3. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
4. The sign will not be illuminated.
5. The advertising on the sign is restricted to Pulte Home Corporation's residential development.
6. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
7. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
8. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

Pursuant to Section 12:06.A.4, real estate and development signs may be located offsite for a period not to exceed two (2) years, provided a special use permit is issued.

A picture of the sign was provided.

Since the sign is pre-existing, a building permit would not be required.

A trail is planned along Hafenrichter. However, the City of Aurora has not previously requested a right-of-way dedication.

Parking, signage, or screening information was provided or necessary.

The sign will not be illuminated.

No portion of the property is in a flood area and no wetlands exist on the property. No stormwater issues are anticipated by the proposal.

No easements are believed to be impacted by the proposed sign.

The Findings of Fact were:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Provided that the sign remains at its current location, the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the public.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. True, the proposed special use will not negatively impact adjoining properties.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This requirement is not applicable because the proposed special use does not require utilities, access roads, points of ingress and egress, drainage or other facilities.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. True, the proposed special use shall conform to the applicable regulations of the district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed special use is consistent with the purposes and objectives of the Land Resource Management Plan.

If approved, Staff recommended the following conditions be included in the approving special use ordinance:

1. The rendering of the sign and map depicting the location of the sign shall be Exhibits in the approval ordinance.
2. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
3. The sign will not be illuminated.

4. The advertising on the sign is restricted to Pulte Home Corporation's residential development.
5. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
6. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
7. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

The draft ordinance was provided.

Member Wormley stated that they have an option to not renew the petition if the sign is no longer needed to advertise for that subdivision. No other discussion on this petition.

Member Koukol made a motion, seconded by Member Shanley, to recommend approval of the renewal.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (1): Flowers

The motion carried.

The proposal goes to the September 19, 2023, Kendall County Board meeting on the consent agenda.

*Petition 23 – 28 Troy M. and Ashley L. Williams*

Chairman Wormley summarized the request.

A ten foot (10') drainage and utility easement presently exists between Lots 100 and 101 in Whitetail Ridge Subdivision. Troy and Ashley Williams own the subject lots and would like to construct a home in the center of the combined lots.

The Petitioners previously combined the lots into one (1) parcel identification number.

The property address is 7557 and 7583 Clubhouse Drive, Yorkville.

The property is approximately one point five (1.5) acres in size.

The property is zoned RPD-2.

The current land use is One-Family Residential and Vacant.

The future land use is Rural Residential (Max 0.65 Du/Acre).



Clubhouse Drive is a Township Road classified as a Local Road.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are single-family residential, golf course, and common area.

The adjacent properties are zoned RPD-2 and RPD-2 SU.

The future land use for the area is Rural Residential (Max 0.65 Du/Acre).

The RPD-2 special use is for a golf course.

Kendall Township was emailed information on August 17, 2023.

The United City of Yorkville was emailed information on August 17, 2023. The Yorkville Economic Development Committee reviewed the proposal on September 5, 2023. The Committee had no issues with the request. The email to that effect was provided.

The Bristol-Kendall Fire Protection District was emailed information on August 17, 2023.

ZPAC reviewed the proposal at their meeting on September 5, 2023. It was noted that the combined lots could adequately service one (1) septic system. The utilities had already approved the vacation. Staff was unsure if an access easement had been approved by Kendall Township. ZPAC recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The application materials, the plat for this area of Whitetail Ridge, the plat of vacation, the topographic information, and the grading plan information were provided.

On August 9, 2023, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email was provided.

On August 14, 2023, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested easement vacation. This email was provided.

The Petitioner contacted several of the utilities and no utilities would be impacted by vacating the easement. The Petitioner secured the signatures from the various utilities on the Mylar copies of the plat of vacation, which was not submitted as part of the application.

Staff recommended approval of the requested easement vacation provided that the Lots 100 and 101 remain under the same ownership.

The draft ordinance was provided.

Member Wormley stated he thought this was a responsible request.

Member Koukol asked for the square footage of the home to be built. Mr. Troy Williams said the home will be four thousand (4000) square feet.

Member Koukol asked if Mr. Williams owned the lots and how long ago he had acquired them. Mr. Williams stated he did own the property and acquired it in May 2021. Mr. Williams stated that he did not have drainage concerns as lots are on high ground in response to Member Koukol's question.

Member Koukol asked Mr. Williams approximately where the property was located on the golf course. Mr. Williams responded it overlooks the ninth (9<sup>th</sup>) fairway.

Chairman Wormley clarified that the reason this needs to be voted on is that the original subdivision was platted and voted on and any deviation to the plat requires a vote on the change.

Mr. Williams stated that he would like to start building as soon as possible.

Member Koukol made a motion, seconded by Member Rodriguez, to recommend approval of the vacation.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (1): Flowers

The motion carried.

The proposal goes to the September 19, 2023, Kendall County Board meeting on the consent agenda.

### **NEW BUSINESS**

Approval of Request from Peter and Laurie Pasteris on Behalf of the Peter J. Pasteris Jr. Revocable Declaration of Living Trust to Allow for Events to be Held from April 8<sup>th</sup> through November 30<sup>th</sup> and Allowing the Temporary Tent to be Erect During the Same Time Frame at the Banquet Facility at the Subject Property for 2024 at 1998 Johnson Road (PINs: 06-11-100-004 and 06-11-100-008) in Na-Au-Say Township

Chairman Wormley summarized the request.

On April 21, 2015, the Kendall County Board approved Ordinance 2015-06, granting a special use permit for a banquet facility at 1998 Johnson Road. Condition 8 of the Ordinance stated that events could run from May 1<sup>st</sup> through November 15<sup>th</sup> and the temporary tent at the same time.

On April 8, 2019, the Planning, Building and Zoning Committee granted minor amendments to the special use permit allowing the porta-johns to be on the premises the entire season and allowing the tent to be erected from April 15<sup>th</sup> to November 15<sup>th</sup>.

On November 9, 2020, the Planning, Building and Zoning Committee granted a minor amendment to the special use permit to allow events to be held starting on April 8<sup>th</sup> and ending November 30<sup>th</sup> in 2021 only. The tent could be erected during the same time period. The amendment also allowed the Planning Building and Zoning Committee to renew this option, if requested by the property owner. A copy of this minor amendment was provided.

Similar to 2021, 2022, and 2023, on August 16, 2023, the Petitioner submitted a formal request to renew the minor amendment granted in November 2020 for the 2024 operating season.

Petition information was sent to the Kendall County Health Department, Sheriff's Department, Na-Au-Say Township, Village of Plainfield, and Plainfield Fire Protection District on August 24, 2023. To date, no objections have been submitted regarding this request. The Health Department requested that the Petitioner follow all applicable state and local laws. The Petitioner was agreeable to this request.

If the Planning, Building and Zoning Committee wishes to approve the request, a draft minor amendment was provided.

If the Planning, Building and Zoning Committee wishes to deny the minor amendment and if the Petitioner desires the amendments, the Petitioner would be required to go through the major amendment to a special use process as outlined in the Kendall County Zoning Ordinance.

Mr. Peter Pasteris said the reason he needed to request this calendar change was to accommodate Newark High School's prom in the last weekend of April. This way this does not interfere with the wedding season. Mr. Pasteris also informed the committee that he has a long-range plan to build a permanent structure where the site of the tent is presently located. The barn will be slightly bigger as it will include restroom facilities and also a bridal suite. He was currently working with Kendall County Health Department in regard to permitting water and septic.

Member Rodriguez made a motion, seconded by Member Shanley, to approve the request.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (1): Flowers

The motion carried.

### **OLD BUSINESS**

*Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year a Cost Not \$175 Per Hour; Committee Could Refer the Matter to the State's Attorney's Office*

Chairman Wormley presented the revised contract based on feedback from the State's Attorney's Office and Teska Associates Inc.

Member Wormley stated that the county has used Teska Associates in the past. Teska will be used as needed if staff are unavailable to perform PBZ functions.

Member Shanley made a motion, seconded by Member Rodriguez, to approve the request.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None

Absent (1): Flowers

The motion carried.

The proposal goes to the September 19, 2023, County Board meeting on the consent agenda.

**REVIEW VIOLATION REPORT**

The Committee reviewed the report.

**REVIEW PRE-VIOLATION REPORT**

The Committee reviewed the report.

**UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Chairman Wormley said that the structure survey will be in budget discussions for next year. Member Shanley stated the next Historic Preservation Commission meeting will be held Monday, September 18, 2023, at 6:00 p.m., in the boardroom.

**REVIEW PERMIT REPORT**

The Committee reviewed the report.

**REVIEW REVENUE REPORT**

The Committee reviewed the report.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS**

None

**EXECUTIVE SESSION**

None

**ADJOURNMENT**

Member Shanley made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 6:59 p.m.

Minutes prepared by Sally A. Seeger



**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 the 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**

By: \_\_\_\_\_

Alicia Tate-Nadeau, Director

By: \_\_\_\_\_

Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Designee

**County of Kendall**

By: \_\_\_\_\_

Signature of Authorized Representative

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.

“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" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"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 July 1, 2023 and expires on June 30, 2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$9,383.00**, of which **\$0** 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. The Catalog of State Financial Assistance (CSFA) Number is 588-20-1018 and the CSFA Name is Radiological Emergency Preparedness Program. If applicable, the State Award Identification Number (SAIN) is 1018-44457.

## 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 Governmental 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.

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 will be treated in accordance with

2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) 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)(8).

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, Section 1001 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 Governmentwide 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 of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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)(7)(i) 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(i)(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 books, records and supporting documentation, as described in this ARTICLE, 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 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. 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 **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award 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 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 period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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 \$750,000 or more 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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 \$750,000 or more 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 \$750,000 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)(4).
- (c) This Agreement may be terminated, in whole or in part, by Grantor:
  - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (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 as set forth 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 4.1 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 notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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)(2).

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 200.113; 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 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 17.2. 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 200.317-200.326 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, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable 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 for work or products 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). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and 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, 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. This Agreement and Grantee's Obligations and services hereunder must be 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. 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.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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 and GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Tolly Knezevich

Title: Disaster Services Planner

Address: 1035 Outer Park Dr., Springfield IL 62704

Phone: (217) 785-9943

Fax: (217) 524-9036

E-mail Address: [tolly.j.knezevich@illinois.gov](mailto:tolly.j.knezevich@illinois.gov)

**GRANTEE CONTACT**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail 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. The Grantee agrees to comply with any special conditions that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Special Conditions:

ICQ Section: 03-Financial and Programmatic Reporting

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe: One year.



**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 22.10 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 22.10 for information that may be required in this **PART THREE**.]



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CHRIS CHRISTENSEN  
JESSIKA MCGARVEY

CERTIFIED PUBLIC ACCOUNTANTS

## Contractual Agreement

Between

**Mack & Associates, P.C.**

And

**Kendall County, Illinois**

Mack and Associates P.C. and Kendall County hereby enter into an agreement for auditing services for the following fees:

	FY 2023
Kendall County	\$ 52,000
Forest Preserve	9,500
Circuit Clerk	4,850
Kendall Area Transit	4,500
Total Fees	\$ 70,850

Due to changes regarding GATA implementation, there is also an in-relation to opinion on CYEFR that is now required. This will be billed upon time involved with a maximum fee not to exceed \$5,000.

Any additional work that may need to be completed beyond the scope of engagement will be discussed prior to completion and is billed at a rate of \$150/hour. Fees will be billed upon completion of the report.

<i>Tawnya R. Mack</i>	5/16/2023		
Tawnya R. Mack, CPA	Date	Kendall County, Illinois	Date
Mack & Associates, P.C.			



## **APPENDIX A**

Customer Name: Kendall County

Street Address: 111 W. Fox Street

City, State, Zip: Yorkville, IL 60560

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Kendall County (Customer) with principal offices at 111 W. Fox Street, Yorkville, IL 60560 is hereby appended to include the following:

Commencement Date

Agreement No. 001-TL

Addendum No. CS001r1-TL

### **Provision of Services**

The Parties acknowledge that this cloud agreement outlines several service options available to the Customer. Not every option will be included as part of the final solution agreed upon by the Parties. Instead, the Solution Summary and Pricing Summary shall delineate all included service options.

### **ActiveDefense™ Contracted Elements**

Please refer to the Pricing Summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the Pricing Summary will yield to the Pricing Summary as the prevailing contractual commitment.

### **IaaS Inclusion**

#### **Shared Internet Services**

Sentinel has provided shared Internet media with VPN capabilities per the Pricing Summary of this document. Included are Internet VPN connections per the design and quantified in the Pricing Summary. All internet services included are dual provider redundant with BGP peering for non-stop internet service guaranteed within the CloudSelect® SLA agreement. Shared internet services include secure virtual routing and setup for same under full Sentinel monitoring and managed services. Customers do not have direct access to the shared routing services and are to open a service ticket for any changes required within the managed services commitment. VPN services are provided to a customer compatible IPSEC VPN device and will be planned within the initial deployment effort. If indicated within the Pricing Summary, a Sentinel-managed router will be provided with the capacity indicated in the dedicated or metered Internet service. In the absence of this inclusion, the customer will be required to provide appropriate IPSEC termination device(s).

Note that Sentinel will meter and invoice actual Internet usage with this model at the documented rate. Internet traffic can burst, and the inclusion in the Pricing Summary is considered the minimum monthly commitment for this metered element. Usage above this will be billed monthly as indicated in the metered services section of this contract. Sentinel does not limit the amount of data transferred with this service, and instead will meter on the bandwidth consumption over the monthly period for usage-based billing.

#### **Dedicated Internet Services**

If indicated in the Pricing Summary of this document, dedicated Internet will be provided with unlimited transfer of data included. Internet services will be configured to the size indicated of the Private Virtual Data Center (PVDC) and/or dedicated Internet allocation within the Pricing Summary. Please note that the PVDC allocation is aggregate ingress and egress, and the PVDC licensed router will stop transferring data at the specified bandwidth noted.

If this is an additional allocation to an existing PVDC, please note that Sentinel will work with the cloud services team to allocate the new PVDC bandwidth and cloud services router.



### **VPN Services**

Although in some designs this may not be required, if indicated with Internet VPN, the number of tunnels included will be planned and designed. This will be managed and monitored on all included items noted. Monitoring and management of customer premise security devices is not included unless otherwise specified. VPN services are highly recommended for communication of sensitive data to and from any cloud services provider, including CloudSelect®.

Sentinel onboarding engineers will work with the customer for the optimal VPN design for their deployment as well as placement of log aggregation services. This will be documented and deployed as a part of this managed services onboarding agreement.

### **Internet Connections Protected**

#### ***CloudSelect® INTERNETaaS***

Designs in which some or all customer internet traffic will traverse the CloudSelect® Internet connections are considered to be INTERNETaaS. Unless otherwise indicated, this service is delivered either metered or as a dedicated service and is NOT subject to inspection or treatment unless noted elsewhere. Any notifications from legal officials or otherwise will be directed to the end user of such services for remediation. Please refer to the Internet use policy for a full understanding of CloudSelect® INTERNETaaS.

Please refer to the overall design diagram and any other scope of work sections for the use of INTERNETaaS and any traffic monitoring, management, and/or treatment of same for more information.

#### ***Customer Premise Internet Connections***

Within the Pricing Summary the "Number of customer internet connections" item indicates the number of connections from the customer's network that are being inspected or treated with Sentinel SECaaS offering. If this indication is inaccurate or changes, it is the customer's responsibility to alert Sentinel and determine the risk and impact of same without SECaaS treatment of the traffic going in and out of the customer network. While the number of connections may not be required to match the exact number of IDS/IPS (intrusion detection/prevention sensors), it is often the same or similar in quantity. Sentinel will review any connections being inspected, including customer premise and CloudSelect® connections with the customer to assure a complete understanding of the design and points of inspection and prevention for network-based security solutions.

### **Security as a Service - Requirements Overview**

The following requirements are included within this contract for each area of the overview. During the deployment, services as indicated within the scope of work will be considered and included in the service offering. Sentinel will demonstrate the system readiness at any time for the customer as part of the deployment and also on demand with an open ticket throughout the term of the agreement.

#### ***Security as a Service (SECaaS) and Security Operations (SOC) Services Chart***

The following chart has been included for convenience and is subject to change throughout the term of the contract. Sentinel's SECaaS can be delivered with and without the SOC services or additional high touch services such as recurring intelligence meetings. Sentinel's SECaaS refers to the technology delivered from CloudSelect® unless otherwise customized, and delivers a managed SIEM and sensor(s) where the customer is responsible for the management and interpretation of the security information in the SIEM. Sentinel is responsible for customer-placed tickets related to optimization, tuning of the environment, answering technical questions, and overall delivery of the service within the contracted SLAs. Once contracted for recurring meetings, full SOC services or other, the Sentinel security operations team provides detailed security involvement per the contracted terms and conditions.



	ActiveDefense Platform Only	ActiveDefense Platform with SOC
<b>PLATFORM</b>		
Sentinel ActiveDefense App	Included	Included
Splunk Enterprise Security SIEM	Optional	Optional
Fortis Threat Exchange (FTX)	Included	Included
Foundational OTX Threat Feed	Included	Included
Advanced Threat Feeds	Optional	Optional
Alarming on Managed Integrations	Delivered to Customer	Sentinel SOC
<b>SCALE OUT FILTERING</b>		
Sentinel Elastic SmartFilter	Optional	Optional
<b>INTRUSION DETECTION</b>		
Sentinel IDS powered by Talos	Optional	Optional
Decoy Motion Sensors	Optional	Optional
<b>VULNERABILITY SERVICES</b>		
Managed Vulnerability Scanning	Optional with Tenable	Optional with Tenable
Bring Your Own Compatible Scanner	Optional	Optional
<b>ADVANCED NETWORK ANALYSIS</b>		
Netflow	Optional, Req Adequate Ingest	Optional, Req Adequate Ingest
<b>REPORTING DASHBOARDS</b>		
Standard Included Reporting	Included	Included
Custom Reporting	Optional Billed T&M	Optional Billed T&M
<b>LOG RETENTION</b>		
Hot Retention 3 Months Default	Included	Included
Extended Hot Log Retention	Optional, See Pricing Summary	Optional, See Pricing Summary
Warm, Cold, and Frozen Tiering	Optional Custom Design	Optional Custom Design
<b>INTELLIGENCE REVIEWS</b>		
IT Executive Report and Presentation	Monthly	Monthly
Quarterly Write/Up/Deep Dive	Quarterly	Quarterly
No Meetings, Platform Only	Optional	Not Available
<b>INCIDENT RESPONSE</b>		
Reactive T&M with Signature	Available	Available
Pre-paid Program Retainer	Available	Available
<b>MANAGED SERVICES</b>		
NOC and managed operations	Optional	Optional
<b>SOC SERVICES</b>		
24*7*365 "eyes on glass"		Included
Auto-Alarming to Sentinel ServiceNow		Included
P1 & P2 Email & Phone Alerting		Included
Daily Threat Hunting		Included
Threat Monitoring		Included
Threat Investigation		Included
Threat Assessments		Included
Malware Analysis		Included
Remediation Guidance		Included
Threat Containment		Optional, See Pricing Summary

### ActiveDefense™ Platform Services

The Pricing Summary notes the included Splunk daily ingest and matching Sentinel ActiveDefense™ XDR platform application inclusion as applicable to this contract. This is an estimate for the expected daily ingestion rate for the platform and the upper limit as quoted. Sentinel will make a best effort to design the system within this ingestion rate without compromising security and advise the Customer during onboarding and throughout the contract.



### **Other Existing SIEM Services**

If indicated, the CloudSelect® SIEM will be either added to an existing SIEM environment or replacing an existing SIEM environment. Sentinel cannot guarantee compatibility with any existing SIEM offerings, and unless otherwise indicated, has not included any managed services nor direct migration for existing SIEM solutions. If indicated within the scope of work, any conversion or evaluation of the existing system will be performed for project onboarding services only. It is also viable to forward alerts to and from existing SIEM technologies. This is not included unless otherwise noted in the scope of work. Sentinel will require the customer's active support agreement and other SIEM vendor involvement and support. Unless otherwise noted, Sentinel has only included integration services for the SECaaS solution and ingesting or forwarding logs from alternate sources. In addition, any technology limitations within the environment are outside of the control of Sentinel and will not forfeit the contract terms and agreements as such but may cause a change in the log sources able to be integrated effectively.

### **Security Exchange Subscriptions**

#### ***Fortis® Threat Exchange***

During the term of this agreement while the customer account is in good standing, Sentinel will provide a subscription to the Fortis® Threat Exchange. This service requires an ActiveDefense™ platform subscription and is critical to the functionality of the XDR, sensors, and (where applicable) SOC services.

During the course of this agreement, elements identified in the Pricing Summary section "*Fortis® Threat Exchange (FTX)*" are included within this contract. Customer environments are under constant change. Additional integration of log sources is common and expected. Sentinel will add/change/remove integrated elements via a customer-opened ticket and a Fortis® change agreement. This may include additional costs depending on what is being added or changed. Any termination of this contract or account out of good standing is subject to have this service ceased or temporarily disabled depending on the condition. Any contract termination will require Sentinel's removal of this service and all pertinent code. FTX is the sole property of Sentinel Technologies, Inc. and all code and intelligence included within FTX is proprietary information of Sentinel Technologies, Inc. With this service disabled, the XDR platform will not perform as expected.

#### ***Open Threat Exchange & Threat Feeds***

Along with the ActiveDefense™ platform subscription is the inclusion of Open Threat Exchange (OTX). OTX provides open access to a global community of threat researchers and security professionals. In addition, Sentinel includes other open source threat exchanges, adding context and enrichment to logs in order to identify high risk events and categorize them appropriately based on comparison to known threats from some of the most reliable sources in the industry.

### **Regulatory Compliance**

Regulatory compliance requirements and audit support are outside of the scope of this contract and Sentinel recommends an advisory service engagement for the interpretation and readiness services. However, the system has compliance-specific reporting and services to assist with readiness and audit services. These must be noted to assure reporting and services are completely deployed and ready. Compliance needs after the initial deployment, if not included up front, will require a CloudSelect® Change Agreement and will be subject to T&M charges for the setup and validation.

#### ***HIPAA***

ActiveDefense™ offers HIPAA compliance reporting and services. Sentinel makes no guarantee to compliance by contracting for the ActiveDefense™ offering. If specified, the service will be deployed and managed to provide any included HIPAA services and reporting. This will be verified at the time of deployment and will be in place throughout the term of the contract. The customer will have access to Sentinel's 24x7x365 ticketing service for any required assistance with HIPAA reporting or other services provided by the ActiveDefense™ platform.

#### ***PCI (payment card industry)***

ActiveDefense™ offers PCI compliance reporting and services. Sentinel makes no guarantee to compliance by contracting for the ActiveDefense™ offering. If specified, the service will be deployed and managed to provide any included PCI services and reporting. This will be verified at the time of deployment and will be in place throughout the term of the contract. The customer will have access to Sentinel's 24x7x365 ticketing service for any required assistance with HIPAA reporting or other services provided by the ActiveDefense™ platform.



#### ***Other Compliance Services***

Other compliance services such as SOX, SSAE/SOC I or II, ISO, GPG 13, and more are supported within the offering. Unless otherwise noted in the Pricing Summary, Sentinel will not setup and assure reporting for these services. Please refer to the Pricing Summary and any compliance requirements that are specified and covered within the scope of work and ongoing support services. Should additional compliance requirements arise, reach out to your Sentinel account team to determine the requirements to add/change the service in order to meet these new regulatory requirements.

#### **Customer Incident & Response Policy Status**

As part of the Sentinel ActiveDefense™ service, Sentinel will review the customer's incident and response policy during the project deployment and onboarding service. Unless indicated in the Pricing Summary, Sentinel has not included any direct involvement in the customer's incident and response policy and procedures and assumes the customer will assure the policy is adhered to. Any requirement for the SECaaS system to integrate to any procedure or policy is excluded unless otherwise indicated in the Pricing Summary.

Sentinel highly recommends the customer maintain a well-documented incident and event response policy. This is important for all customers and a requirement for those under specific regulatory compliance. Sentinel offers Advisory and Consulting services around incident and event policy development and ongoing maintenance for same. If indicated in the Pricing Summary, this service may be included but as part of the ongoing SECaaS agreement. Maintenance, management, and auditing of the policy is the responsibility of the customer. Any changes to the policy or reporting needs that impact the service may require additional changes to the system, development, and/or scripting at time & materials rates.

#### **Security Incident & Event Ticketing and Reporting**

The Pricing Summary states the planned ticketing for the system and ongoing contract. By default, Sentinel assumes the integrated ActiveDefense™ ticketing will be utilized for the term of this contract. Unless otherwise stated, the ActiveDefense™ ticketing integral to the system will be maintained, updated, and supported by the Sentinel managed services team. Use of the ticketing system will be the responsibility of the customer unless Sentinel is otherwise contracted for additional services that specify and/or imply otherwise.

Sentinel has the ability to provide integration to customer ticketing systems. Sentinel can also offer federation of ServiceNOW systems with Sentinel's own ServiceNOW ITSM/ITOM services. Email out is included standard if requested during onboarding services. Bi-directional integration is possible with nearly any system, but is not included unless otherwise noted within the custom scope of work and/or Pricing Summary of this contract.

#### **ActiveDefense™ Security Management consoles**

##### ***ActiveDefense™ XDR (extended detection & response)***

If contracted in the Pricing Summary, Sentinel's ActiveDefense™ includes either a shared or dedicated indexer for the deployment. This includes ActiveDefense™ platform services, intrusion detection capabilities with integrated and/or remote sensors as quoted, and integration with third party security solutions. ActiveDefense™ also includes specific dashboards for the technologies identified and integrated within the Pricing Summary.

#### **Sentinel ActiveDefense™ Intrusion Detection Sensors**

Within the Pricing Summary, ActiveDefense™ IDS sensors may be deployed within CloudSelect® and/or on customer premise. These may also be deployed within the customer's virtual environment or on dedicated appliance hardware provided as part of the solution. If included within the Pricing Summary, these sensor(s) will be provided under contract to monitor security elements as well as deliver services within the deployment. Sensors throughout the term include ongoing support, updates, and configuration under managed services. Premise-based deployments that require on-site services are subject to additional travel time and expense charges, however most upgrades are performed without on-site service needs. Sentinel IDS sensors include Cisco Talos threat intelligence feeds. These are industry-leading indicators of compromise and are recommended in parallel to other edge detection including Cisco's own Firepower, also powered by Talos threat intelligence.

Sensor(s) listed in the Pricing Summary are included within the contract and managed services within the ActiveDefense™ platform. Devices being monitored, collected, and scanned require specific security monitoring identified within the contract, and if desired, additional managed services for device-specific management and support. Devices, servers, hosts, and more can be added to the contract on an ongoing basis via an ActiveDefense™ change request and initiated via opening a ticket or through the Sentinel account team.





## **Fortis® Application Node - Security Appliances**

### *Customer Premise Virtual Appliances*

Customer premise virtual security appliances are covered by Sentinel NOC monitoring and assist with recovery. Appliances on premise are not backed up, nor customer-delivered infrastructure provided with any available, replacement, or recovery SLA. Sentinel will provide ongoing support for the appliance and updates as needed in support of the SECaaS offering. In addition, customer premise appliances may be impacted with customer upgrades to infrastructure such as virtual environment version upgrades, changes, etc. Sentinel recommends any changes impacting the underlying hypervisor or operating system supporting customer premise virtual appliances be reported to Sentinel via a ticket, and compatibility confirmed as well as change notification for any outages or other planned service disruptions. Upgrades to sensors or other elements provided under the SECaaS contract due to customer premise changes will be invoiced on a time & materials basis. Sentinel will monitor sensors for activity and assume that a lack of activity or no activity indicates a potential disruption of service and will work with the customer to restore service as quickly as possible. Services running on customer infrastructure are not included within any Sentinel stated service level agreements (SLAs).

Customer premise appliances will be designed into the solution as best possible with automated recovery and routing around any appliance unavailability. Sentinel further recommends the customer backup services for recovery or will re-build as necessary.

### *Fortis® Application Node(s)*

Sentinel provides monitored and managed security appliances to support on premise sensors and security elements. Within the architecture, these may be included and are provided on a rental basis. Devices have both a monthly and one-time fee. These include ongoing monitoring, hardware maintenance, and support. Other services can be added to the existing appliance, appliances can be upgraded to accommodate additional services, or Sentinel may replace appliances to meet additional ActiveDefense™ contracted requirements.

## **ActiveDefense™ Monitoring and Management**

Please refer to the Pricing Summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the Pricing Summary will yield to the Pricing Summary as the prevailing contractual commitment.

### **Advisory Services Inclusions**

Sentinel provides advisory and technical services pertaining to the best use of technology to match business requirements. If included, these are available as a one-time or recurring service within the SECaaS offering. Advisory services noted within the Pricing Summary are to be performed by a Sentinel Strategic Solutions Advisor and meant to offer optimization of existing process with the SECaaS solution set. These are available within the solution as indicated in the Pricing Summary, with additional services delivered on a time & material basis or as a defined engagement at any time during the course of the contract.

### **Incident & Event Included Services**

The services within this section are specific to Sentinel's included support in addition to the ActiveDefense™ products and tools, and pertain to the delivery of the service and customer-detected alarms, incidents, and events.

### *Proactive Monthly Support*

Sentinel will open a monthly, automated ticket in order to coordinate a web collaborative conference call with the customer to review incidents, events, as well as ActiveDefense™ platform and integration status (such as any functionality, new versions and added functionality, health of the system, etc.). The conference call will include an open dialogue with the customer on incidents and events as well as consultation on how to best leverage services and associated remediation recommendations. The results of each conference call shall be summarized in a follow-up email.

### *Contract Continuation*

Sentinel and the customer expect this to be a high value service and to extend for the full term set forth herein. In that regard, Sentinel pricing defaults to a 36 month discounted rate based on this good faith expectation. Alternate terms are available and will follow the term and pricing included in the Price Summary.



### **Security Monitored Elements**

Please refer to the Pricing Summary for the list of included security devices for ActiveDefense™ monitoring. Devices under monitoring include security-related incidents and events. Security monitoring of devices for incidents & events within this section assume customer response unless otherwise noted elsewhere. Sentinel will work with the Customer during the pre-sales and onboarding process to identify the highest value security elements to integrate to the system within the estimated daily ingestion included.

Sentinel will setup the monitoring of these devices and assume compatibility with standard output and plug-in availability for same. Sentinel has noted these devices by type within this section of the contract for review. Devices in this section do not include managed services on the device and assume customer management and only include security event monitoring specific to the device output capabilities.

### **Device Managed Services Inclusions**

Devices with managed services noted in the Pricing Summary, in addition to security monitoring, have been included with full Sentinel managed services. These devices specifically will be noted when onboarded and tracked by serial number and will include full Sentinel managed services. Please see the managed services inclusions and SLAs within the contract for additional details.

### **Servers and Hosts**

Servers and hosts include a lightweight agent for Windows, Linux, and virtual servers. These are a low cost element to monitor on a month-to-month basis. The Pricing Summary lists the number of devices included in the minimum contract commitment, which are often different once actually onboarded. The final count will be metered and invoiced monthly in addition to the discount level set by the contracted minimum commitment within the Pricing Summary. Sentinel highly recommends these on domain controllers, IP services (DNS, DHCP, etc.), as well as public IP exposed servers. Servers can add to the daily ingest cost of the ActiveDefense™ Splunk licensing and therefore should be used on high value assets. It may have a negative cost-to-value benefit when placed on all servers or a high volume of servers where indications of compromise within Windows logs are minimal.

### **Ongoing Security Scanning**

Sentinel offers ongoing vulnerability scanning in multiple options. These include but may not be limited to:

- ActiveDefense™ integrated – in these scenarios, the scanning is integrated to the ActiveDefense™ platform and includes applicable dashboards.
- Stand-Alone – Sentinel offers scanning products under managed services without integration to the ActiveDefense™ platform.

Sentinel offers multiple supported platforms including:

- Tenable.IO under a Sentinel-managed contract.
- Customer bring-your-own self-managed, including Rapid7 and other leading platforms compatible with Splunk.
- Microsoft Defender for Endpoint with vulnerability services, OS hardening, and other advanced protection technologies – this can be offered Sentinel or customer managed.

Additional “as a Service” offerings include options for:

- Sentinel Advisory services to provide expert insights into the overall vulnerability of the customer environment, prioritization of activities, and overall program definition and management.
- Sentinel managed services to perform remediation of most vulnerabilities either via a contracted managed services contract or on a time & materials basis leveraging subject matter experts applicable to the vulnerable devices or services needing remediation.

Please refer to the Pricing Summary for the applicable inclusions. Sentinel pre-sales and onboarding resources will work with the customer to assure the onboarding of services applicable to the specific vulnerability technology and services including within this Fortis® contract.



#### **Additional Included Customization**

The following additional services have been included as identified in the Pricing Summary. Ongoing support for same are included in the managed services assuming the vendors continue to maintain compatibility of APIs, integration points, syslog output, and more. Any modifications to integrate same are included during the managed services engagement. Any efforts to maintain custom integrations beyond 4 hours of total effort past the initial development identified within the Pricing Summary are subject to additional charges to be identified and negotiated on a case by case basis with the customer.

#### ***Custom Plug-In Development***

Custom plug-in development is available for integrating customer-specific products and services to the ActiveDefense™ platform. These services are included based on the product's documented APIs and/or output capabilities, and ongoing support for same are included with the solution. Ongoing use of the plug-ins is included within this contract as well as re-use by Sentinel in other Fortis® services and offerings as applicable. Sentinel maintains a library of openly available, Sentinel proprietary and customized plug-ins available to all ActiveDefense™ customers under a current ActiveDefense™ contract and with accounts in good standing. Source code is the property of Sentinel Technologies, Inc.

Please refer to the Pricing Summary for any custom development and integration included within this contract. All custom plug-in development assumes compatibility of applications and open APIs/output services with open standards and Sentinel ActiveDefense™ XDR services. Every effort in the pre-sales engagement has been made to explore any custom development compatibility, and probability of success is expected to be very high. Sentinel makes no commitment on the quality of the target applications output/API capabilities and will integrate same with the best possible common capabilities. In the event that a plug-in does not work as expected or is incapable of being created, the one-time integration for and any ongoing monthly commitment for the integration and application will be removed from the contract via a contract change form, which will waive all liability for same from the customer and Sentinel. The remaining contracted commitment and items will remain intact and unchanged. Sentinel also includes creation of alerts and alarming within each plug-in but cannot guarantee the quality of each vendor's log categorization, alarming, and alerting. Sentinel can recommend vendors that are strong in various security areas at alerting, alarming, threat intelligence, and overall protection as desired via the pre-sales team or ongoing strategic monthly security meetings.

#### ***File Integrity Monitoring and OSSEC Customization***

File integrity monitoring (FIM) monitors changes to the system for intrusion detection and is especially critical for certain regulatory compliance requirements such as PCI. If included, the number of devices will be identified within the Pricing Summary and any custom OSSEC integration will also be noted. FIM requires that all devices of interest be included and specified, and any Windows or Linux hosts included must have the host-based IDS services also identified in the Pricing Summary. By default Sentinel will enable syscheck to the system default frequency of inspection but will work with the customer as needed to increase or decrease this frequency based on any internal policy or regulatory compliance requirements provided by the customer. This will include the frequency in time, days of the week to execute, as well as definition of alerting and what parties are alerted as a result of discovering a file change. In addition, a scan time will be identified and while this is not expected to be a disruptive service, Sentinel recommends the scan be done at a time where any disruption of service would have minimal impact to the overall system.

Scanning also will check Windows registry entries and files/directories of interest. The customer must provide all hosts and any entries of interest for the service to be enabled specific to their requirements and systems.

Unless otherwise noted, the areas scanned and frequency will be the ongoing responsibility of the customer. Sentinel can co-manage this process and ongoing scanning with additional managed services and/or scheduled pre-determined points of review.

Any custom OSSEC integration must be identified within the Pricing Summary. This assumes compatibility of the device(s) for OSSEC services. A list of supported devices is available upon request for review by the customer to identify any systems/devices outside of the supported devices that might require custom OSSEC integration. It will be the customer's responsibility to deploy the agent unless the server is under a Sentinel managed service. If customer requires Sentinel to deploy the agent this can be done on a time and materials basis.



Sentinel will require a customer premises or cloud-hosted VM for OSSEC services. This is included in the onboarding, but any IaaS or other charges are not included and assumed to be customer-provided for the setup of the OSSEC system for the ActiveDefense™ service.

### **Security Operations Center – Enterprise SOC Services**

#### **Contract Inclusions, Licensing and Subscriptions**

The following services are included in the monthly recurring services specific to the Sentinel managed Security as a Service (SECaaS) contract. All inclusions apply for the term of the contract while the customer account is in good standing.

#### *Security as a Service Responsibilities and Inclusions*

Sentinel SOC Services are dependent on an active and current SECaaS contract for XDR and sensors. This can be an existing contract or may be combined with this SOC contract. For SOC services, the SECaaS contract must be in place with an account in good standing and a Fortis® Threat Exchange (FTX) subscription in place.

#### *ActiveDefense™ SOC Licensing*

SOC services require at least one or more log sources to be in place to the Fortis® ActiveDefense™ platform. Sentinel SOC services do not limit the number of log sources and is designed to be licensed by user, server, and IoT device types.

- **Server Subscriptions** – Server licensing requires an active SECaaS plug-in per server in support of the HIDS agent deployment. In addition, customer agents and log sources can be integrated with the proper FTX subscription in place under a SECaaS contract or within the Pricing Summary. Sentinel has non-compliance level server integration for logging from the HIDS agent and log sources. Sentinel also offers a PCI level server log integration, which adds file integrity monitoring for servers with this additional regulatory compliance requirement. Please refer to the Pricing Summary for the number of servers included for SOC services.
- **End User Subscriptions** – User licensing is required for SOC services and must cover all users within the environment being monitored. If partial users are included, such as in education environments where admin staff may be included but students are excluded, it is required that the system be deployed in the environment to filter out these specific users (usually via network segmentation). User licensing assumes one active device per user and up to 4 devices per user. This coverage assures any device with traffic being inspected is supported, including but not limited to PCs, phones, tablets, and multiple same device types.
- **IoT Device Subscriptions** – Sentinel continually adds device-specific profiles such as industrial devices, medical devices, and others. This is to identify normal traffic and abnormal traffic patterns. In addition, specific products such as Medical NAC from Cisco offer profiles by medical device, which can be integrated to the Fortis® Threat Exchange. Devices will be placed in a specific asset group within the XDR and alerting on devices will be setup within the SOC as long as these devices are identified and licensed within the SOC inclusion. Most assets will have a visual dashboard within the ActiveDefense™ platform and categorize risks applicable to the platforms integrated approach (kill chain, MITRE, etc.).

#### **SOC Services Inclusions**

Security Operations Center (SOC) inclusions are specific to the security incidents & events in the ActiveDefense™ platform. These alarms are integrated through the Fortis® Threat Exchange (FTX), and require an active and current SECaaS contract in place along with SOC licensing/subscription for all items noted in the previous section.

#### *SOC Analyst Services*

With current licensing/subscriptions in place, the following services are delivered by the SOC in addition to all contracted inclusions for the SECaaS technology platform and FTX system. These events can be triggered by automatic ticketing (see later section) or via a Sentinel or customer initiated SOC ticket being opened for the identified SIEM event:

- **Notification** – Phone and email notification by the SOC engineer to the customer contact(s) identified during onboarding.
- **Investigation** – SOC analysts will investigate the alert within the SIEM and the customer environment within reason, with access to pertinent customer assets. This is done in conjunction with the customer's IT team. The ticket will remain open during the investigation period.



- Remediation Guidance – SOC analysts will provide documented and undocumented advice on the remediation of triggered alerts. Guidance needed for specific systems by Sentinel experts beyond the SOC Analyst assistance is available at an additional charge.
- Host Isolation Services – SOC analysts will perform host isolation, assuming the proper licensing and features of host isolation is configured in the customer's endpoint detection technology.

Actual remediation is the responsibility of the customer unless an appropriate managed services contract is in place on the specific device. Under the managed services contract, those SLAs will dictate within contract what is included for remediation services. Devices or security risks not covered under either contract can have remediation provided either via discounted retainer rates or via standard time & materials rates through Sentinel's managed services or field services on-site team as needed.

On-site remediation is available with a Sentinel triage service ticket open. Sentinel will work remotely or on site with a remediation kit and will work in conjunction with the customer to help stop and recover from an attack.

#### *SOC Alerting and Hunting*

Sentinel will provide 24x7x365 SOC services, which includes but may not be limited to the following:

- All ActiveDefense™ and Fortis® Threat Exchange (FTX) inclusions within those contract terms.
- Sentinel analysts will threat hunt within the customer environment as well as the ActiveDefense™ platform, and will add correlations specific to the customer to constantly improve detection.
- Monthly and Quarterly Reviews.
  - All events in the ActiveDefense™ platform will be reviewed and categorized within monthly or quarterly meetings as included in the contract. Sentinel recommends all SOC services include the full quarterly and monthly reporting services to cover all SIEM events on a regularly scheduled basis.
  - Environmental Awareness – within the SIEM this is a level of information not specific to an attack but focused on the Customer environment. This is included in the security intelligence reviews delivered by the SECaaS/SOC team.
- Automated Ticketing
  - Automated ticket alerting on events within the cyber kill chain occurs at the following levels of elevation:
    - Actions on Objectives (ActiveDefense™ Platform system compromise) – Attack is inside working – encryption, exfiltration, destruction, or intrusion of another target.
    - Command & Control (ActiveDefense™ Platform compromise) – Outsider communicates with the weapons, providing access inside the target's network.
    - Installation (ActiveDefense™ Platform exploit & installation) – Once delivered, the weapon's code is triggered, exploiting vulnerable applications or systems.
    - Exploitation (ActiveDefense™ Platform exploit & installation) – Once delivered, the weapon's code is triggered, exploiting vulnerable applications or systems.
  - Discretionary auto-ticketing alerts are included on events within the cyber kill chain at the following levels of elevation:
    - Delivery (ActiveDefense™ Platform Delivery & Attack) – Transmission of weapon to target (e.g. via email, attachments, websites, USB, or other physical media).
    - Weaponization (ActiveDefense™ Platform Delivery & Attack) – Pairing access to malware with deliverable payload (e.g. Adobe, Java, Microsoft Office Files).
    - Reconnaissance (ActiveDefense™ Platform Reconnaissance & Probing) – Research, identify, and select targets (web sites, social media, event listings, port scans).
- Global Threat Hunting.
  - During normal working hours security analysts perform a minimum of a global daily review of security logs, hunting for threats that may be specific to any customer tenant or all customer tenant spaces.
  - Identified risks to a specific customer or all customers will have a ticket opened for notification and investigation by the security analyst.
  - Constant feedback to the FTX development team will include creation of the appropriate directive to either shunt or elevate the alert level of identified risks.



### **BitSight Report Inclusion**

Sentinel will leverage our BitSight vendor risk management platform to (at least quarterly) pull reports for the managed security customer for inclusion within the monthly reporting. This will include a rating level similar to a FICO credit score on security along with a grading system from the dashboard on various components. Elements of the BitSight reporting are beneficial for board level reporting and security monitoring. Sentinel recommends the Customer obtain their own BitSight subscription through Sentinel sales, which will provide additional Customer insights, reporting, compromised email addresses from published breaches, and more intelligence not included in the base level reporting.

### **Containment Services**

ActiveDefense™ contracts with containment services, which includes onboarding, planning, and policy definition for the ActiveDefense™ SOC to perform containment of the threats. This is normally provided via a compatible endpoint technology that allows for containment of threats using the centralized control. Any customer environment with containment but lacking this within the endpoint technology will require either a replacement of or an upgrade to a compatible version of the offering to gain these high value, low cost containment services. During onboarding, Sentinel will plan for:

- Containment Policy.
  - Contain user endpoints without or with approval.
  - Contain servers without or with approval.
  - Approval process.
  - Note any delays the approval may involve allowing threats to spread.
  - Document and sign off on containment agreement.

Sentinel will work with the Customer on the default containment agreement and put this in place to contain any threats confirmed as true positive or appearing to be a true positive with the customer. Please note that containing servers and other critical infrastructure WILL CREATE AN IMPACT TO USERS. This should be planned carefully, but is highly recommended to avoid widespread damage from a cyber threat. Sentinel can also not 100% guarantee all true positive findings. Sentinel will take the risk approach of the customer on containment and does not guarantee that an indicator appearing to be a true positive is in fact a true positive. Sentinel can adjust the system for normal customer behavior and avoid false positives as best possible, but can't guarantee an analyst investigation appearing to be a true positive without complete investigation. Therefore, something initially flagged and contained as a threat may later end up classified as normal behavior. Sentinel will work with the Customer to avoid this as best possible.

### **SECaaS Custom Scope of Work – Standard System Deployment**

Sentinel will do a standard deployment of the ActiveDefense™ solution, which includes the complete setup, tuning, and optimization of the following:

- ActiveDefense™ Indexer and Search Head within CloudSelect™ Chicago unless otherwise architected within the customer scope of work.
- Establish security VPN communications to customer location(s) included within the scope of work – multiple connections recommended.
- Fortis® premise appliance and sensor if included in the Pricing Summary.
- IDS sensor with all features identified within the previous portion of this contract.
- All features advertised within the solution are included with the deployment.
- All plug-ins identified in the Pricing Summary.
- Reporting will be reviewed and setup to assure complete reporting per the contracted items within the Pricing Summary.
- Hot logging as indicated within the scope of work, metered beyond included period as needed. Sentinel can design long-term warm and cold storage options to customer premises or public cloud targets within a custom scope of work.
- Snapshot protection of the customer instance within CloudSelect®.
- SafeMode snapshots for cyber protection within the CloudSelect® hosting standards – these are air gapped snaps that not even Sentinel can delete without engagement of the array vendor support.
- OSSEC services using customer VM as included within the scope of work and Pricing Summary.
- Splunk forwarder on identified and included Pricing Summary servers noted within the contract.



- ActiveDefense™ Adaptive Threat Response (ATR) on edge platforms identified in the Pricing Summary – this is an ML-based platform that will look for abnormal risk activities and can inject automated blocking to thwart adversaries before penetrating your defenses. Various customer platforms work differently with ATR and must be identified in the pre-sales or onboarding process as compatible.
- Cloud Services (if included within the Price Summary):
  - Microsoft Azure IaaS.
  - AWS IaaS.
  - Others as noted within the Price Summary.
- SaaS Platforms (if included within the Price Summary):
  - Microsoft M/O365.
  - Salesforce.
  - Others as noted within the Price Summary.
- Enterprise applications (as noted within the Price Summary):
  - Epic for healthcare services – this is normally monitored by the customer risk team and is NOT an application run by or alerted to the Sentinel SOC.
  - Others as indicated within the Price Summary.
- Containment services – confirmed compatible endpoint technology as well as setup of policy to auto-block pre-approved, approval required, and other policies.
- Setup for the recurring meetings, BitSight initial baseline reporting, and creation of content to be covered in monthly and documented quarterly updates.
- Project management, tracking, and full system onboarding.
  - Project plan tracking.
  - Recurring meetings through onboarding.
  - Confirmation of all deliverables.
  - Tracking to completion.
  - Graceful hand off to the operations Q&A team with any outstanding items noted and tracked.

Most standard scopes of work are estimated at 4-6 weeks to realize full or near full value of the system within standard pre-build ActiveDefense services. Sentinel will work with the customer on the timeline and create a work breakdown structure within Sentinel ServiceNow WBS for the actual deployment and dependencies. Sentinel is dependent on the customer for some onboarding needs, access to all systems, as well as API access to cloud and other advanced systems. Delays in access or customer activities may impact the onboarding of the services, but should not impact the invoicing events as identified in the Pricing Summary.



## **Service Offering**

The Initial Contract term shall commence on the date the Cloud Service is fully functional for the Customer's use. For the purposes of this Agreement, the respective Cloud offering(s) selected by Customer herein will be considered fully functional when the following occur(s):

- SECaaS ActiveDefense™ Managed Extended Detection & Response (XDR) – Full contract MRC, ARC and NRC begins when the Splunk license is purchased and the Managed XDR service is available to the customer.

## **Fortis Service Level Agreements (SLAs)**

### **Fortis hosted by CloudSelect® Availability SLA**

The following identifies the various levels of SLAs to apply for the Fortis hosted by CloudSelect® offering.

24x7x365 SOC Operations Management by Fortis	24x7x365 NOC Operations Management	Always Protected Data Snapshots	Fortis Managed Applications	99.9%
			Fortis Managed Operating Systems Windows   Linux	99.95%
			CloudSelect® Extended IaaS AWS   Azure	99.99%
			CloudSelect® Native IaaS Compute   Storage   Networking	99.995%
			Colocation and Data Center Facilities   Power   HVAC	99.999%

Fortis Managed Applications refers to all systems and services responsible for the overall ActiveDefense™ platform and service.

Fortis Managed Operating Systems refers to all Operating Systems responsible for delivering Fortis services that are hosted in CloudSelect®.

CloudSelect® Native IaaS refers to all services originating from a CloudSelect® data center.

CloudSelect® Extended IaaS refers to any services originating from a third party service or data center, including those owned by the Customer, for direct use or for use as a component in the overall solution.

CloudSelect® Extended IaaS Pass Through uses the specific vendor product and/or service SLAs utilized in the overall solution, if applicable. Contractor is not financially liable for these third party SLA breaches but can assist Customer by providing relevant event and monitoring data.





## **Fortis SOC SLAs**

Fortis Time to Respond (TTR) is the time from the case creation after correlation in Sentinel's ServiceNOW platform ([www.my.sentinel.com](http://www.my.sentinel.com)) until the Fortis Analyst takes ownership. The priority of the specific automated security case is defined in the ticketing platform and assigned by the Fortis Threat Exchange (FTX). The Customer has the ability to manually open security cases on the Service Portal and can assign the priority based on the table below. Customer placed cases for Request for Information or System Changes Response Time is the time from the creation of the request until a Fortis Analyst takes ownership. Time to Respond (TTR) is measured as an average over the course of the month (Mean Time to Respond or MTTR).

<b>Time To Respond (TTR) Priority</b>	<b>Service Level Agreement Metric</b>
Critical	1 Hour
High	2 Hours
Medium	8 Hours
Low	2 Business Days
Very Low	1 Week

Fortis Time to Investigate (TTI) is the time from when a Fortis Analyst begins their investigation to the time they perform the Customer escalation with remediation guidance, isolation, or case resolution. The priority of the automated security case is defined in the ticketing platform and assigned by the Fortis Threat Exchange. Customers have the ability to request more information or decline the case resolution on the Service Portal. Requesting more information within the referenced ServiceNOW case escalation email or declining the resolution through the Service Portal will place the case back to the "In Progress" state where SLA timers continue to be tracked. Time to Investigate (TTI) is measured as an average over the course of the month (Mean Time to Investigate or MTTI).

Customer placed cases for Request for Information or System Changes Time to Investigate (TTI) is the time spent by the Fortis Analyst gathering the requested information or making necessary system changes. SLA Time to Investigate exclusions for Request(s) for Information or System Changes may apply to the following:

- Tasks requiring Fortis development efforts.
  - Custom alerting.
  - Dashboard additions/changes.
  - Log source integration.
- Information or Report requests from a large time frame or data set.

<b>Time To Investigate (TTI) Priority</b>	<b>Service Level Agreement Metric</b>
Critical	4 Hour
High	8 Hours
Medium	1 Business Day
Low	2 Business Days
Very Low	1 Week

## **SLA Financial Commitment**

Fortis services not meeting the applicable SLAs require a written request from the Customer for financial remediation, which will include an incident report and review by the Sentinel executive board. Once agreed upon mutually by the parties, the following credits will be applied on account for additional Sentinel services (excluding equipment, licensing, or other purchase). This written request must come within 30 days of the reported SLA miss:



Any event, confirmed via the Fortis SOC which is the system of record, will be compensated as follows:

Below Agreed SLA	Credit Allowance
0%-2.5%	1% of monthly fee of specific service up to a maximum value of \$200
<2.5%-5%	2% of monthly fee of specific service up to a maximum value of \$400
<5% to 10%	3% of monthly fee of specific service up to a maximum value of \$600
>10%	10% of monthly fee of specific service up to a maximum value of \$2,000

### **General SLA Exclusions**

SLA Exclusions include, but are not limited to, the following:

- Planned service outages.
- Any availability or outage impact related to Customer-owned facilities, public cloud services, hardware, software, or other third party dependencies.
- Any availability or outage impact related to Customer-side security breaches or compromised service credentials.
- Errors associated with improper use of the Fortis systems (credentials, call sequence, method formats, etc.).
- Any external factor affecting Customer from making use of Fortis systems or services.
- Any physical or logical disruption occurring in the Customer environment.
- All SLA exclusions identified in connection with individual service offerings noted elsewhere within this Agreement.
- ServiceNOW case floods of similar detection triggers (ex: penetration testing activity, Incident Response engagements, and false positive vendor signature updates) that cause SLA misses may be excluded from SLA penalties or calculation.

### **General Provisions, Limitations and Exclusions**

- Fortis SOC service provides detection, expert analysis, and response to the customer. The service for a Customer environment does not claim or achieve the ability of complete risk elimination, and therefore Fortis by Sentinel does not guarantee that unauthorized activity and compromises will not occur in the Customer environment.
- Fortis by Sentinel will replace provided Fortis Application Nodes that are not functioning properly due to malfunctions, inadequate system resources, or obsolescence. Fortis Application Nodes replacement in the Customer environment may be new or refurbished.
- Fortis by Sentinel configures event types, alarming, and thresholds in accordance with best practices, which are available on request. Any custom event types or thresholds may be included at an additional charge.
- Unless otherwise included in this or a separate contract, Fortis by Sentinel will provide all services remotely only.
- Unless otherwise stated within this contract, no on-site support is included in the base fees.
- The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor, subject to the consent of all parties to such calls, for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service.
- Fortis by Sentinel is not responsible for outages due to acts of God or nature.
- Sentinel is not responsible for third-party telecommunications carrier outages that cause the system to become offline or outages of third-party utilities providers.
- The Customer is responsible for all licensing of third-party products used by Customer.
- All managed devices and systems will have a current manufacturer's product-support and/or warranty contract in place. At Fortis by Sentinel's sole discretion, systems not covered by a manufacturer's product-support and/or warranty contract will be managed on a "best effort," basis and will not be included in SLA commitments.
- Fortis by Sentinel's participation in any Customer-scheduled (i.e. outside of any Fortis by Sentinel regularly scheduled meetings with Customer) reoccurring meetings is not in scope.



## **Solution-Specific Terms & Assumptions**

### **Terms & Assumptions**

- Please review and refer to the Termination, Limitation of Liabilities, Indemnifications, Warranties, Confidentiality, Export Control, Force Majeure, Governing Law & Jurisdiction, Termination Fees, and Internet Acceptable Use Policy Provisions located at <http://www.sentinel.com/Products/CloudStandardTerms>, which are incorporated by reference herein as fully set forth.
- **Usage Charges** – All non-recurring charges set forth in the Pricing Summary, if any, shall be payable on or before the date of the initial Customer kick-off meeting between the Parties. All recurring charges for each CloudSelect® product shall be billed on a monthly basis, based on average daily usage and shall be due and payable net thirty from receipt of invoice. A minimum monthly recurring charge for each CloudSelect® product will be based on the amount listed in the Contract.

### **Pricing Summary**

Customer agrees to pay Contractor for services in accordance with the following schedule and the Initial Contract Term of 60 months:

<b>Fortis™ ActiveDefense™ &amp; ActiveRecovery™ Services</b>	
<b>60 Month Discount Commitment</b>	
<b>Fortis™ ActiveDefense™ XDR Platform W/SOC Services</b>	<b>TCV</b>
<b>ActiveDefense™ XDR Platform</b> <ul style="list-style-type: none"> <li>• Powered by Splunk - Enhanced &amp; Managed by Fortis™</li> <li>• Includes Managed VMware CloudSelect® Virtual Machine, with 3-day snapshot protection</li> <li>• Includes Fortis™ Threat eXchange (FTX) Subscription</li> <li>• Includes Splunk Enterprise licensing</li> <li>• Log Data Retention - As Defined In Detailed Summary</li> </ul> <b>ActiveDefense™ Log Source Integration - As Defined in Detailed Summary</b> <ul style="list-style-type: none"> <li>• Includes overview &amp; analytic dashboards</li> <li>• Log source specific dashboards</li> <li>• Dashboard output to PDF and other formats included</li> <li>• Compliance Dashboard (if applicable)</li> <li>• Custom integration development - As Defined In Detailed Summary</li> </ul> <b>ActiveDefense License Inclusions</b> <ul style="list-style-type: none"> <li>• SOC coverage licensing for Users, Servers, and Firewalls - As Defined In Detailed Summary</li> </ul> <b>Fortis™ SOC Services</b> <ul style="list-style-type: none"> <li>• Daily threat hunting through ingested log sources</li> <li>• 24x7x365 Fortis SOC investigation, notification, isolation/containment (if included), and remediation guidance</li> <li>• Beyond remediation guidance available via Sentinel Managed Services, Incident Response Retainer, or T&amp;M</li> <li>• Quarterly reporting - As Defined in Detailed Summary</li> </ul>	\$ 244,600.80
	<b>TCV</b>
<b>60 Month Total Contract Value</b>	<b>\$ 244,600.80</b>



**Payment Terms**

**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 30

**\*This quote is valid until 10 / 15 / 2023.**

**\*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.**

**CUSTOMER:**  
Kendall County

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

**CONTRACTOR:**  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_