



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

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
  - A. Approval of a Proclamation Declaring May Historic Preservation Month in Kendall County ([p. 2](#))
  - B. Sheriff's Office Civilian Commendation to TJ Hodges and Jenna Smith
8. Public Comment
9. Consent Agenda
  - A. Approval of Committee Minutes ([p. 3](#))
  - B. Approval of claims in the amount of \$2,017,034.11 from April 30, 2025
  - C. Approval of and Intergovernmental Agreement for Geographic Information Systems (GIS) Services between Kendall County and the Village of Minooka ([p. 13](#))
  - D. Approval of Memorandum of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Corrections Deputies) ([p. 24](#))
  - E. Approval of Resolution Authorizing the Circuit Clerk to Deposit Funds at Designated Banks ([p. 27](#))
  - F. Approval of the purchase of a 48TB Rubrik storage device from public purchasing agreement between Presidio and the Illinois Department of Innovation and Technology in the amount of \$125,022.29 ([p. 28](#))
  - G. Approval to Authorize the County Board Chairman to Execute a Certified Local Government Grant Agreement Between Kendall County and the State of Illinois, Department of Natural Resources to Conduct an Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships for a Total Project Cost of \$40,000 (Grant Amount is \$28,000 and County Match is \$12,000; Grant is Reimbursable) ([p. 31](#))
  - H. Approval to Authorize the County Board Chairman to Execute a Contract with Wiss, Janney, Elstner Associates, Inc. to Complete Work Related to the Historic Structure Survey in Unncorporated Na-Au-Say and Seward Townships in an Amount Not to Exceed \$40,000; Related Invoices to Be Paid from Line Item 172019-63630 ([p. 66](#))
  - I. Approval of Chicago HIDTA Finance Special Projects Coordinator Contract with Kendall County as the Fiduciary Agent effective July 1, 2025, through July 2, 2027, at the hourly rate of \$75.00 per hour
  - J. Approval of Chicago HIDTA Finance Manager Contract with Kendall County as the Fiduciary Agent effective June 1, 2025, through June 2, 2027, in the annual amount of \$128,789 with increases by congress
  - K. Approval of a Contract with Northern Illinois University Center for Governmental Studies for Strategic Plan Facilitation in an amount of \$35,400 ([p. 78](#))
10. New Business
11. Standing Committee Reports
12. Special Committee Reports
13. Liaison Reports
14. Other Business
15. Chairman's Report
  - Appointments
  - Steve Gengler – Public Aid Appeals (Kendall Township)- 2 Year Term – Expires April 2027
  - Brian LeClercq – Public Aid Appeals (Oswego Township)- 2 Year Term – Expires April 2027
  - Tim O'Brien – Public Aid Appeals (Seward Township)- 2 Year Term – Expires April 2027
  - Eric E Bernacki– Public Aid Appeals (Na-au-say Township)- 2 Year Term – Expires April 2027
  - Robert Walker – Public Aid Appeals (Bristol Township)- 2 Year Term – Expires April 2027
16. Public Comment
17. Questions from the press
18. Executive Session
19. Adjournment

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

**A PROCLAMATION**  
**Declaring Historic Preservation Month in Kendall County, Illinois**

\_\_\_\_\_ - \_\_\_\_\_



WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, “*Harnessing the Power of Place*” is a theme adopted by the National Trust for Historic Preservation and embraced by Kendall County as we celebrate our historic built environment and work to preserve the places that matter to the citizens of our County; and

THEREFORE, the Board of Kendall County do proclaim May as National Preservation Month, and call upon the people of Kendall County to join their fellow citizens across the United States in recognizing and participating in this special observance.

ADOPTED BY THE COUNTY BOARD THIS 6<sup>TH</sup> DAY OF MAY, 2025.

Attest:

\_\_\_\_\_  
Matt Kellogg  
County Board Chairman

\_\_\_\_\_  
Debbie Gillette  
County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Wednesday, February 19, 2024, at 5:30 p.m.**

**Call to Order:** The meeting was called to order by Committee Chair Dan Koukol at 5:30 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Dan Koukol	Here		
Scott Gengler	Absent		
Elizabeth Flowers	Absent		
Brooke Shanley	Here		
Seth Wormley	Here		5:58pm
Ruben Rodriguez		Appointed and entered the meeting at 5:58pm	

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

**Staff Present:** Christina Burns, Jennifer Breault, Brianna Falk, Todd Volker, Roger Bonuchi

**Others Present:** Cort Carlson (Director of Aurora Area Convention and Visitor's Bureau)

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

**Approval of Minutes** – Member Shanley made a motion to approve the December 18, 2024, Committee Meeting minutes, second by Member Flowers. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

**Committee Reports and Updates**

**A. Animal Control Department Update –**

Brianna Falk updated the committee on Animal Control updates. Reports included in packet starting on page 5.

**B. Emergency Management Agency Update –**

Roger Bonuchi EMA director updated the committee on KCEMA Operations for the month. Report included in the packet page 14.

**C. Revolving Loan Status Update –**

Jennifer Breault, Finance and Budget Analyst, guided the committee to page 16 of the packet for the updates on the Revolving Loan status. As of today, the Law Office Corporation and Grace Holistic Center of Education are in good standing, while Lucky Beefs is not current. Staff are currently discussing the loan status for Camp Muttys Paws.

**D. Economic Development Update –**

Todd Volker, the Economic Development Coordinator, provided an update to the Committee regarding the Economic Development department, as detailed in his report on page 17 of the packet. He presented information about the Made in Kendall Program, including the committee's efforts in developing plaques, establishing publicity strategies, and conducting outreach for sourcing nominations. Additionally, Made in Kendall has secured a second sponsorship from

Waubonsee Community College. Mr. Volker also briefly mentioned the GCEP monthly meeting, and Committee members expressed interest in attending a future meeting to gain a comprehensive understanding of the work undertaken by GCEP.

#### **New Committee Business**

- A. Approval of the Appointment of Brooke Shanley as Economic Development & Administration Committee Vice Chair

Ms. Shanley was nominated for the committee as vice chair in recognition of her time and dedication to animal control. Chair Koukol noted that it was a challenging decision, but ultimately concluded it was appropriate given Ms. Shanley's passion for animal control.

Member Wormley made a motion for the approval of the appointment of Brooke Shanley as Economic Development & Administration Committee Vice Chair, second by Member Shanley. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Board Member	Vote
Dan Koukol	Yes
Seth Wormley	Yes
Brooke Shanley	Yes
Scott Gengler	Absent
Liz Flowers	Absent

- B. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement

The Federal Transit Authority (FTA) passes Section 5311 grant dollars to the Illinois Department of Transportation. The Illinois General Assembly allocates funds for the Downstate Operating Assistance (DOAP) for administration by IDOT

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

- C. Approval of an Ordinance to Provide Public Transportation in Kendall County, Illinois

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

- D. Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence

The resolution designates the County Administrator or, in their absence, the Deputy County Administrator, as having signature authority on behalf of Kendall County for the Kendall Area Transit Program.

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

- E. Discussion of Attendance of SelectUSA

SelectUSA is a program of the U.S. government, managed by the U.S. Department of Commerce, designed to promote business investment in the United States that generates jobs and to enhance understanding of the vital role that economic development plays in the U.S. economy. The 2025 SelectUSA Investment Summit is scheduled to take place at National Harbor, Maryland, from May 11-14, 2025. The total expense for Kendall County Economic Development

Coordinator, Todd Volker's attendance is just over \$2,650.00, which encompasses a registration fee of \$1,150.00. Committee members support the expansion of knowledge related to economic factors influencing commerce and are committed to developing a plan for future economic opportunities. Committee members have requested additional information regarding the partnership or Kendall County and the Greater Chicagoland Economic Partnership (GCEP). Staff will provide updates to the members as the information becomes available.

F. Approval of an Employment Agreement with Dr. Gary Schlapp as Administrator Veterinarian

Dr. Gary Schlapp is currently employed by the County as the Animal Control Veterinarian and administrator through a one-year employment agreement that is set to expire on March 19, 2025. In this role, Dr. Schlapp provides a range of veterinary services for Kendall County Animal Control, including routine examinations and administering rabies vaccinations. The administrative veterinarian also holds the authority to make determinations regarding rabies quarantines and assessments of dangerous or vicious animals. The current agreement stipulates that he conducts onsite visits each week, unless excused by the Animal Control Director or County Administrator. This arrangement enhances operational efficiency by minimizing staff time spent transporting animals and reducing offsite veterinary expenses. Staff recommend maintaining the current agreement without changes.

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

Board Member	Vote
Dan Koukol	Yes
Brooke Shanley	Yes
Seth Wormley	Yes
Scott Gengler	Absent
Liz Flowers	Absent

**Member Seth Wormley left the meeting at 5:58 p.m.**

**In accordance with Section 2-68, subsection d, I am hereby appointing Board member Rodriguez to the Economic Development and Administration Committee for the purpose of meeting the minimum level required for quorum.**

**Member Ruben Rodriguez entered the meeting at 5:58 p.m.**

G. Discussion of Designating the Aurora Area Convention and Visitors Bureau as the County's tourism representative

Cort Carlson, the director of the Aurora Area Convention and Visitors Bureau, introduced himself to the committee. The Aurora Area Convention and Visitors Bureau functions as the tourism bureau for Oswego, Plano, Yorkville, and ten additional municipalities in the region. AACVB's promotional efforts also encompass attractions in unincorporated Kendall County, including Keller's Farmstand. Supporting the County's emerging Agri-tourism sector is one of the many economic development initiatives the County is pursuing, which could greatly benefit from a continued partnership with AACVB, given that these attractions are already integrated into their regional strategy.

AACVB is financed through a portion of local hotel/motel tax revenues and allocations from the State's Local Tourism and Convention Bureau Program grant funds, which consider population size as part of their criteria. Should the County decide to designate AACVB as its tourism representative, it would receive credit for the unincorporated population within the County. Notably, since the County does not collect any hotel/motel tax, this designation would incur no financial cost.

Staff recommend authorization to issue a letter designating the AACVB as the County's tourism representative.

**Old Committee Business** - None

**Chairman's Report** – None

**Public Comment** - None

**Action Items for County Board**

- Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement
- Approval of an Ordinance to Provide Public Transportation in Kendall County, Illinois
- Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence
- Approval of an Employment Agreement with Dr. Gary Schlapp as Administrator Veterinarian

**Executive Session** - None

**Adjournment** – Member Shanley made a motion to adjourn, second by Member Rodriguez. **With three (3) members present voting aye; the meeting was adjourned at 6:14 p.m.**

Respectfully submitted,  
Nancy Villa  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**FINANCE & BUDGET COMMITTEE**  
**Meeting Minutes for Thursday, March 27, 2025**

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**Call to Order** – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:02 p.m.

**Roll Call**

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

**With (#) members present a quorum was established.**

**Staff Present** – Christina Burns, Latreese Caldwell, Jennifer Breault

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

**Approval of Minutes** – Member Kellogg made a motion to approve the minutes from February 27, 2025, second by Member DeBolt. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

**Approval of Claims** – Member DeBolt made a motion to forward the approval of the claims to the next County Board Meeting April 15, 2025, second by Member Rodriguez. **With four members present voting aye, the motion carried by a vote of 4 - 0.**

**Committee Reports and Updates**

- A. **Personnel Reports** - Treasurer Jill Ferko provided the Treasurer's Employee Status Report to the committee, which can be found on page 4 of the packet. Questions were asked about an intern needing to start her internship early.
- B. **ARPA Update** - Finance and Budget Analyst Jennifer Breault provided the committee with an update of the ARPA funds, which can be found on page 5 of the packet. Ms. Breault works with entities to make sure all funds are spent properly.

**New Committee Business**

**A. Discussion of FY26 Budget Calendar**

Chair Gengler requested that committee members review the proposed calendar and indicate any objections to the dates outlined in the packet on page 6. He noted that this year's budget hearing will be conducted on a single day, scheduled for September 19, 2025, and encouraged all members to mark their calendars to ensure maximum attendance.

## **B. Opioid Discussion**

Chair Gengler directed the committee members' attention to page 7 of the document and highlighted that board members have received inquiries from external organizations, thereby necessitating this discussion. County Administrator Christina Burns noted that the county has received settlement funds from opioid manufacturers and currently maintains a substantial balance in the opioid fund. The settlement stipulates that the funds may only be utilized for specific categories that are directly related to addressing opioid abuse and preventing overdose. The staff is seeking the committee's input on evaluating the program parameters in light of the additional funds and the associated history. The committee expressed a desire to review data on the populations affected in Kendall County; inquire whether these funds could be allocated to address other substance-related issues such as Fentanyl; obtain a list of what other communities are receiving opioid funds; investigate whether schools are currently receiving funding; and determine what types of counseling services are eligible for fund utilization. At present, Kendall County is only accepting applications for the funds internally. Ms. Burns conveyed that staff would investigate these questions and concerns and report back to the next Finance and Budget meeting.

## **C. Approval of FY2025 Opioid Fund Applications**

The application for opioid funding from the Judiciary is located in the packet on page 8. These funds will be used to support people in treatment and recovery and the amount requested is \$7,500.00. Ms. Breault pays the invoice and ensures that the funds are spent properly.

Member DeBolt made a motion for Approval of Judiciary Opioid Application, seconded by Member Kellogg. **All four members present voted aye; the motion passed.**

## **D. Review, Discussion and Approval of 2025 Senior Levy**

Chair Gengler stated that the amount used for the Senior Levy is set with the budget at the start of FY25. Financial Analyst Jennifer Breault briefed the committee that there is \$406,500 to allocate and request from applicants total \$444,500. All applications were submitted online and emailed to the committee members prior to the meeting; the summary begins on page 9 of the packet. The discussion centered on the dollar amount requests from each applicant. The Finance and Budget Committee has determined the allocation of grants to the following applicants, as shown below.

Community Nutrition Network	\$35,875
Fox Valley Older Adult Services	\$64,425
Kendall Area Transit	\$71,000
Oswegoland Seniors, Inc.	\$81,504
Prairie State Legal Services	\$10,789
Senior Services Associates, Inc.	\$130,000
VNA Health Care	\$12,907
<b>Total</b>	<b><u>\$406,500</u></b>

Member Rodriguez made a motion for Approval of 2025 Senior Levy Amounts and to forward to the next County Board, seconded by Member Kellogg. **All four members present voted aye; the motion passed.**

## **E. Discussion of Budget Book Software Renewal**

Deputy Administrator Latreese Caldwell briefed the committee on the budget book software renewal. Kendall County's current budget Platform- IGM/Gravity has a renewal date of May 2025. Administration has had demonstrations of three (3) additional budget book platforms; ClearGov, OpenGov and Tyler-Munis-Pattern Stream. The potential savings with moving to a new budget platform would be \$924 annually for the first year and \$4524 the following year. The staff



recommends transitioning to ClearGov due to its advanced technology and efficiency, which are expected to enhance the GFOA award process while saving the County money.

#### **F. KCPAT Fiduciary Agreement**

Deputy Administrator Latreese Caldwell received communication from the Sheriff's Office concerning a fiduciary agreement related to KCPAT that was executed previously. Upon review, Ms. Caldwell discovered that this agreement expired in December. As the fiduciary agreement has lapsed, Ms. Caldwell is collaborating with the State's Attorney's Office to facilitate its revision. The updated agreement would enable the Sheriff's Office and external partners to secure a grant through Kendall County's Illinois Grant Portal. KCPAT operates as a task force consisting of state, county, and local law enforcement representatives who collaborate on multi-jurisdictional policing issues. The Kendall County Sheriff serves as the fiduciary agent for this group. Administration aims to inform the committee about the existence of this agreement. The concern initiates a broader discussion about grant management and transparency, particularly regarding the additional resources required from staff, including IT services, staff time, and oversight, as well as any potential ramifications. This discussion should encompass the management of grants and authorization processes, especially when external entities are involved. The Board expresses a desire for further discussions on establishing transparency concerning the grants entered into and the development of a clear policy framework.

**Old Committee Business** – None

**Chairman's Report** – None

**Public Comment** – None

**Items for County of the Whole** - None

#### **Items for County Board**

- Claims
- Approval of 2025 Senior Lavy

**Executive Session** - 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 as mandated by Section 2.06. Member Kellogg made a motion to enter Executive Session, second by Member DeBolt. **With four (4) members present voting, the motion was carried 4 - 0.**

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

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

**With four (4) members present voting aye; the meeting was adjourned at 5:15 p.m. by a vote of 4 - 0.**

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



**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Thursday, April 10, at 4:00 p.m.**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The Committee of the Whole meeting was called to order at 4:00 PM. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

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

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

**Staff Present:** Christina Burns, Latreese Caldwell, Jennifer Breault, Jill Ferko, and Jim Webb

**Others Present:** Ethan Kruger

**Approval of Agenda** – Member DeBolt made a motion to amend the agenda Seconded by Member Rodriguez. **With six(6) members present voting aye, the motion was carried by a vote of 6-0.**

**Approval to Forward Claims to County Board** – Motion made by Member Rodriguez, seconded by Member Wormley to forward claims to the next County Board meeting. **With six (6 ) members present voting aye, the motion was carried by a vote of 6-0.**

**Committee Reports and Updates** –None

**New Committee Business**

**A. FY26 Budget Calendar**

Latreese Caldwell directed the committee to pages 2 and 3 of the packet for an overview of the FY26 Budget Calendar. She also reminded the committee that budget hearings are scheduled for September 19, during which all departments will present to the committee in a single day.

- B. Approval of Resolution authorizing applications for an execution of a FY2024 and FY2025 Section 5310 grant agreement under the Regional Transportation Authority's general authority to make such Grants

Kendall Area Transit is primarily supported by three major grants: 5311, the Downstate Operating Assistance Program, and 5310. The 5310 grants, funded by the Federal Transit Administration (FTA), are specifically designated to provide services for seniors and older adults with disabilities. Kendall Area Transit submits applications for this grant biennially.

Member DeBolt made a motion to forward to the next County Board, Seconded by Member Rodriguez. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

- C. Approval of a proposal from Northern Illinois University Center for Governmental Studies for Strategic Planning and Goal Identification Proposal

Christina informed the committee that staff issued a request for proposal for a strategic planning facilitator. The county received seven responses. The proposals were assessed based on their experience working with similar boards, their approach to strategic planning, timeline, and overall responsiveness to the RFP. Chairman Kellogg and Christina conducted interviews with the two top respondents. Following these interviews and additional follow-up information, Christina recommends NIU's Center for Governmental Studies (proposal attached in the packet). The team has extensive experience working with various governing boards in the region, including counties. CGS is currently facilitating the strategic planning process for McHenry County, whose staff highly recommends their services. The base cost for their services is between \$28,500 and \$29,000. CGS also provided an optional employee survey to gather broader input from county staff, at an additional cost of \$3,500. Staff also recommend including the employee survey to obtain valuable input from staff.

Member DeBolt made a motion to forward to the next County Board, Seconded by Member Rodriguez. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

**Old Committee Business- None**

**Department Head and Elected Officials Reports** – Jill Ferko informed the committee that the tax bills are expected to be issued soon, on May 1st.

**Public Comment** – None

**Questions from the Media** – None

**Chairman's Report** –

#### **APPOINTMENTS**

Lynn Cullick – Board of Health – 3-year term – Expires April 2028

Mark Luettich – Yorkville-Bristol Sanitary District – 3 Year Term – Expires April 2028

Steve Gengler – Public Aid Appeals (Kendall Township)- 2 Year Term – Expires April 2027

Brian LeClerc – Public Aid Appeals (Oswego Township)- 2 Year Term – Expires April 2027

Tim O'Brien – Public Aid Appeals (Seward Township)- 2 Year Term – Expires April 2027  
Eric E Bernacki– Public Aid Appeals (Na-au-say Township)- 2 Year Term – Expires April 2027  
Robert Walker – Public Aid Appeals (Bristol Township)- 2 Year Term – Expires April 2027

**Action Items for County Board**

**Consent Agenda**

- Approval of Claims
- Approval of Resolution authorizing applications for and execution of a FY2024 and FY2025 Section 5310 grant agreement under the Regional Transportation Authority's general authority to make such Grants
- Approval of a proposal from Northern Illinois University Center for Governmental Studies for Strategic Planning and Goal Identification Proposal
- Appointments

**Old Committee Business - None**

**Executive Session - None**

**Adjournment** – Member Rodriguez made a motion to adjourn the meeting, second by Member DeBolt .  
**With six (6) members present voting aye, the meeting adjourned at 4:13 p.m.**

Respectfully Submitted,  
Nancy Villa  
Executive Administrative Assistant



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 5/6/2025  
**Subject:** GIS IGA with Minooka  
**Prepared by:** Meagan Briganti  
**Department:** GIS

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**Action Requested:**

Approval of IGA

**Board/Committee Review:**

Approval

**Fiscal impact:**

This will bring revenue to the GIS Fund.

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**Background and Discussion:**

This IGA is our standard GIS Shared Services agreement. The only difference is the hourly rate is set to \$106.90. Of Minooka's incorporated area, 21.83% is within Kendall County, as of April 2025. On a sliding scale from our base hourly rate of \$60 to \$120, that puts their rate to \$106.90.

**Staff Recommendation:**

Staff recommends approval.

**Attachments:**

GIS IGA with Minooka.pdf

RESOLUTION NO. 258-3865

**Resolution approving IGA for Kendall County for GIS Services**

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**WHEREAS**, in the spirit of intergovernmental cooperation and pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, the Village of Minooka ("Village") may join together with other governmental entities in intergovernmental agreements; and

**WHEREAS**, it is in the best interests of the Village to enter into an IGA (Intergovernmental Agreement) with Kendall County setting forth the duties, rights and obligations of the parties with regards to the GIS (Geographical Information Services); and

**WHEREAS**, the Intergovernmental Agreement attached hereto as Exhibit "A" is hereby approved and the Village President is authorized to execute the Intergovernmental Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MINOOKA, WILL COUNTY, GRUNDY COUNTY, AND KENDALL COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The Village President and Board of Trustees hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part thereof.

**SECTION 2.** The Village President is hereby authorized and directed to execute on behalf of the Village the Intergovernmental Agreement attached hereto as Exhibit "A", and the Village Clerk is hereby authorized and directed to attest to the Village President's signature.

**SECTION 3.** Each Section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this resolution.

**SECTION 4.** All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PRESENTED** and passed by the Board of Trustees on a roll call vote on the 22nd day of April, 2025 with 6 Trustees voting aye, 0 Trustees voting nay, 0 Trustees abstaining, and with 0 Trustees absent, President OFFERMAN voting —: said vote being: HOUCHENS aye, D. MARTIN aye, THOMPSON aye, MARTINEZ aye, MASON aye, and WHITE aye

Orsola Filus  
Orsola Filus, Village Clerk

**APPROVED** this 22nd day of April, 2025.

Frederic (Ric) Offerman  
Ric Offerman, Village President

ATTEST:

Orsola Filus  
Orsola Filus, Village Clerk

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

**THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Village of Minooka.

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, Kendall County and the Village of Minooka (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and



**WHEREAS**, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain GIS support services for the Village of Minooka; and

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

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

2. Kendall County agrees to provide the following GIS support services to the Village of Minooka pursuant to the terms of this Agreement, including:

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

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

a. Any GIS support services provided by Kendall County must be pre-approved by Municipality and shall be billed to Municipality at a rate of \$106 per hour. Municipality shall make payments on quarterly invoices prepared by Kendall County staff.

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

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

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

e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this this Agreement, the parties agree that the Village of Minooka shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.

4. The Village of Minooka understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to the Village of Minooka the GIS support services listed in Paragraph 2. The Village of Minooka understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

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

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

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

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

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

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

7. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement by providing at least sixty (60) calendar days advance written notice to all other parties prior to expiration of the then current term.

8. To the extent permitted by law, the Village of Minooka shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services Kendall County provides to the Village of Minooka. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the Kendall County

State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove the Village of Minooka's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

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

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

*If to the County:* Chairman of the Kendall County Board  
111 W. Fox Street  
Yorkville, Illinois 60560

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

*If to the Village of Minooka:* Village President  
Village of Minooka

121 East McEvilly Road  
Minooka, Illinois 60447

With a copy to:

Christian G. Spesia, Village Attorney  
Spesia & Taylor  
1415 Black Road  
Joliet, Illinois 60435

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement represents the entire agreement between the parties as it relates to GIS support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the GIS support services to be provided by Kendall County to the Village of Minooka. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to GIS support services and may not be further modified except in writing.

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

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

**County of Kendall, Illinois**

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

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

*Attest:*

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

**Village of Minooka**

By: Frederic Offerman  
Village President

Date: April 23, 2025

*Attest:*

Darla Filus  
Village Clerk



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 5/6/2025

**Subject:** Memorandum of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Corrections Deputies)

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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**Action Requested:**

To approve the Memorandum of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Corrections Deputies)

**Board/Committee Review:**

N/A

**Fiscal impact:**

None

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**Background and Discussion:**

With the implementation of the PACE scheduling software at the Sheriff's Office, the Corrections Deputies bargaining unit requested to change the way overtime is posted for the Corrections deputies when the overtime is known less than 24 hours in advance. The attached Memorandum of Understanding sets forth the new agreed upon procedures for how overtime will be posted when the overtime is known less than 24 hours in advance.

**Staff Recommendation:**

To approve the Memorandum of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Corrections Deputies).

**Attachments:**

1. Memorandum of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Corrections Deputies)



**Memorandum of Understanding**  
**Between County of Kendall, Illinois and Kendall County Sheriff and**  
**Illinois Fraternal Order of Police Labor Council**  
**(Corrections Deputies)**

This Memorandum of Understanding (MOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter "Employer") and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff's Office, Corrections Deputies Bargaining Unit (hereinafter "Union"), hereby memorializes the Employer's and the Union's mutual understanding and agreement that Article XXI, Section 11 of the current union contract is hereby modified as follows and such modifications shall become effective immediately upon the date of execution of this MOU by all parties:

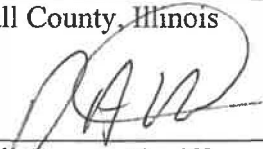


**ARTICLE XXI**  
**HOURS OF WORK/OVERTIME**

Section 11. Overtime Assignments. The Employer shall post overtime opportunities known more than twenty-four (24) hours in advance. Union stewards, or other bargaining unit members as authorized in writing by the bargaining unit, shall be authorized to fill such posted overtime, utilizing a system deemed fair and appropriate by the bargaining unit's members. Posted overtime shifts that are not filled within twelve (12) hours prior to the start of the shift shall be filled at the Employer's discretion.

Overtime known less than twenty-four (24) hours in advance may be posted in a manner that allows any member to fill the overtime by seniority. If the overtime shift is not filled within two (2) hours prior to the start of the shift, then the first four hours or less of any shift or portion thereof will be filled by a deputy held over from the previous shift, with the work first offered in seniority order with the lowest seniority deputy mandated if not filled by volunteers. For overtime on the last four hours or less of any shift, all deputies may be offered to fill the required

shift. However, if the overtime is not claimed, those who are scheduled to work the following shift will be called and offered the work in seniority order. If there are no volunteers, then the Employer may fill the overtime at its discretion.

Signed and agreed to this 6th day of May, 2025.

 _____ Kendall County, Illinois	 _____ IFOP Labor Council
 _____ Kendall County Sheriff	

RESOLUTION

WHEREAS, the Kendall County Circuit Clerk is the custodian of funds and moneys of the Court system; and

WHEREAS, the Kendall County Circuit Clerk is responsible for the procedures relating to assessment, collection, and distribution of said funds; and

WHEREAS, pursuant to 705 ILCS 105/4.1 of the Illinois Compiled Statutes, the Circuit Clerk shall request the county board of that county shall designate one or more banks or savings and loan associations in which funds and moneys in the custody of such clerk may be kept; and

WHEREAS, the Kendall County Circuit Clerk is seeking permission of the Kendall County Board to have their approval of the following institutions to deposit funds:

First National Bank of Omaha	Yorkville, IL
First National Bank of Ottawa	Yorkville, IL
Illinois Funds	Springfield, IL
FNBC Bank and Trust	Yorkville, IL
Wintrust	Willowbrook, IL

NOW, THEREFORE BE IT RESOLVED, that the Kendall County Board does approve the banks and savings and loan associations listed above as depositories of public funds, in the custody of the Kendall County Circuit Clerk.

PASSED AT YORKVILLE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025 A.D.

\_\_\_\_\_  
Chairman, Kendall County Board

ATTEST

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

STATE OF ILLINOIS            }  
  } ss  
COUNTY OF KENDALL        }

I, Debbie Gillette, Kendall County Clerk and Keeper of the Seal in and for said County do hereby certify that the above foregoing is a true and correct copy of the Record of certain instrument as recorded in my office at Kendall County, Yorkville, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Deputy Clerk

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



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 5/6/2025  
**Subject:** Purchase of Rubrik Storage Device  
**Prepared by:** Matthew Kinsey  
**Department:** ICT

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### **Action Requested:**

Approval of the purchase of a 48TB Rubrik storage device from public purchasing agreement between Presidio and the Illinois Department of Innovation and Technology in the amount of \$125,022.29

### **Board/Committee Review:**

Facilities & Technology

### **Fiscal impact:**

Judicial Technology Grant FY 25 \$125,022.29

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### **Background and Discussion:**

The Judicial Administrator submitted a Judicial Technology Improvement Grant on December 2024. The ICT department requested the purchase of additional storage to assist in securing adequate backups of data for Judicial departments. This request was approved as part of the grant which was received on 2/27/2025. This will ensure that our current backup status can stay intact, along with meeting the growing data consumption inside of departments. This item was taken to the Facilities & Technology Committee during the April meeting with approval to forward to County Board..

### **Staff Recommendation:**

Staff recommends utilizing the cooperative purchasing contract (CMT4021089) established between Presidio and the State of Illinois Department of Innovation and Technology to acquire 48TB Rubrik storage. This approach ensures alignment with state-approved purchasing guidelines and fulfills our network infrastructure requirements.

### **Attachments:**

Presidio quote dated 3/4/25 attached.

**TO:** Kendall County Technology Services  
Matthew Kinsey  
111 West Fox Street  
Yorkville, IL 60560  
  
mkinsey@co.kendall.il.us  
(p) 630-553-8881  
(f) (630) 553-9506

**FROM:** Presidio Networked Solutions Group, LLC  
Tadd Gerst  
225 West Washington  
Suite 1450  
Chicago, IL 60606  
  
tgerst@presidio.com  
(p) +1.309.306.7833

**BILL TO:** Kendall County Technology Services  
  
111 West Fox Street  
Yorkville, IL 60560

**SHIP TO:** Kendall County Technology Services  
  
111 West Fox Street  
Yorkville, IL 60560

**Customer#:** KENDA005  
**Account Manager:** Tadd Gerst  
**Inside Sales Rep:** Amy Peterson  
**Title:** Rubrik Additional Brick - Option 1

**Contract Vehicle:** Illinois DoIT Contract CMT4021089

#	Part #	Description	Unit Price	Qty	Ext Price
1	RS-BT-EE-PE-PP	Rubrik Enterprise Edition; per usable BETB; Premium Support; Prepaid - Term 36 Months	\$3,078.00	30	\$92,340.00
2	RS-HW-SVC-PE-S2	PREM SUP FOR R6000S HARDWARE	\$9,468.00	1	\$9,468.00
3	RHA-6404S-01	R6404S APPLIANCE 48TB 64GB SFP+PERP SMC	\$21,693.27	1	\$21,693.27
4	RCA-F3M-CBL-01	FIBER OPTIC OM3 LC CALBE 3M 4PKCABL SMC	\$70.22	2	\$140.44
5	RCA-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	\$439.90	2	\$879.80

<b>Sub Total:</b>	<b>\$124,521.51</b>
<b>Shipping:</b>	<b>\$500.78</b>
<b>Grand Total:</b>	<b>\$125,022.29</b>

TERMS AND CONDITIONS OF CONTRACT CMT4021089 SHALL GOVERN THIS QUOTE.

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

### OUR GOAL IS SIMPLE – TO MAKE YOUR TECHNOLOGY FINANCING SOLUTION EASY AND ECONOMICAL

Accelerate the adoption of new technology with PTC's flexible financing solutions. Our in-house financing specialists can help roll all of your technology-related costs (hardware, software, maintenance, services) into a single payment structure designed to meet your technology needs and budget requirements.

### SAMPLE 36 MONTH LEASE QUOTE

Presidio can offer you 36-month indicative lease rates for the equipment in this quote for as low as **\$3,614.86** \* per month.

	Sale Price	Monthly Lease Price
Hardware	\$22,713.51	\$628.41
Software	\$92,340.00	\$2,699.84
Other	\$9,468.00	\$286.61
<b>Grand Total:</b>	<b>\$124,521.51</b>	<b>\$3,614.86</b>

### FINANCING OPTIONS WITH NO PAYMENTS FOR UP TO 90 DAYS

Our program allows your company to accelerate the adoption of new technology, receive the benefits now, and delay the initial payments for up to 90 days.

### CONTACT US

For more information on Presidio's financing options and current promotions please call 1-800-248-1126 or email [ptc@presidio.com](mailto:ptc@presidio.com) to get in touch with a Financial Solutions Consultant. Visit [www.presidio.com](http://www.presidio.com) to learn more.

\* This rate is for planning purposes only and subject to change based on final in equipment configurations, installation time frames, and market conditions. All quotes are subject to approval by the Presidio Technology Capital Finance Committee and execution of PTC's standard lease and credit documentation.



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 5/6/2025

**Subject:** Certified Local Government Grant for Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval to Authorize the County Board Chairman to Execute a Certified Local Government Grant Agreement Between Kendall County and the State of Illinois, Department of Natural Resources to Conduct an Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships for a Total Project Cost of \$40,000 (Grant Amount is \$28,000 and County Match is \$12,000; Grant is Reimbursable)

### **Previous Board/Committee Review:**

Historic Preservation Commission – Approval (5-0) on April 21, 2025

### **Fiscal impact:**

Funds to Pay for the Project Are Budget in Fund 172019

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### **Background and Discussion:**

In November 2024, the Kendall County Board approved the authorization for the County to apply for a Certified Local Government (CLG) Grant to conduct an historic structure survey in unincorporated Na-Au-Say and Seward Townships.

On April 4, 2025, the County was notified of the grant award in the amount requested in the grant application.

In 2022, the County was previously awarded a CLG Grant to conduct a structure survey in unincorporated Bristol and Kendall Townships.

Except for changes in dates and the specific townships named in the agreement, the 2025 proposal is similar to the 2022 agreement.

### **Staff Recommendation:**

Approval

### **Attachment:**

Proposed Grant Agreement



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, Department of Natural Resources  
AND  
Kendall County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Kendall County (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.**

**Department of Natural Resources**

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

Signature of Natalie Finnie, Director

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

Signature of Designee

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

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

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

Designee

**Kendall County**

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

Signature of Authorized Representative

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

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

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

E-mail: \_\_\_\_\_

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

Signature of Second Grantor Approver, if applicable

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

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

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

Second Grantor Approver

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

Signature of Second Grantee Approver, if applicable

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

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

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

Second Grantee Approver  
(Optional at Grantee's discretion)

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

Signature of Third Grantor Approver, if applicable

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

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

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

Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective upon execution and expires two years later (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are \$28,000.00, of which all 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):  
Disbursements: The disbursement of funds will be made after the final execution of the grant, and upon submission by the grantee of a written request for payment on the Request for Reimbursement form provided by DNR. Requests for reimbursement can be made at the conclusion of the grant project. All payments shall be based upon documentation of project expenditures as submitted by the grantee, as provided below:

2.4. All billings shall be submitted within ninety (90) days following the end of project completion. Failure to do so may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

2.5. Project costs for which reimbursement is sought cannot be incurred by the grantee prior to the effective date of the agreement, unless otherwise authorized by the DNR. Costs incurred prior to DNR approval are ineligible for grant assistance. If purchase is initiated and documented by a written purchase order or invoice prior to the end of the term of the grant agreement and payment is made within 30 - 60 days, the expense may be allowable.

2.6. Final payment will not be processed until the Final Report and Request for Reimbursement are received and approved by the DNR. All local match (if any) will be paid by the grantee who will provide documentation whenever making quarterly reports or requests for reimbursement.

2.7. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is n/a, the federal awarding agency is n/a, and the Federal Award date is n/a. If applicable, the Assistance Listing Program Title is Historic Preservation Fund Grants In Aid and Assistance Listing Number is 15.904. The Catalog of State Financial Assistance (CSFA) Number is 422-50-1655 and the CSFA Name is CLG - Certified Local Government Grants Program (FY25). If applicable, the State Award Identification Number (SAIN) is CLG25009 Kendall County.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and [REDACTED] 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 change, 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 [REDACTED] is Grantee's correct federal

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

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

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

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 200, and 30 ILCS 708/40.

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

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

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

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

#### **ARTICLE IV PAYMENT REQUIREMENTS**

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee 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 the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income.

These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(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 adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

## **ARTICLE X FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit 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 at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) 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 the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

**12.4. “For-Profit” Entities.**

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 the threshold amount as set out in 2 CFR 200.501(a) 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 officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

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

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. 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.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The Kendall County Historic Preservation Commission seeks to conduct an intensive-level historical and architectural survey of Na-Au-Say and Seward Townships, two of the nine townships within Kendall County. By ordinance, the Commission has purview over the unincorporated portions of the county. Therefore, a survey of the areas within incorporated municipalities is not included. The proposed surveys will draw upon previous research and survey work in adjacent Bristol and Kendall Townships, which was completed in 2023.

The work of this survey project will be divided between an outside consulting firm engaged by the county and volunteers recruited by the commission. The survey project will be led and organized by Kenneth Itle of Wiss, Janney, Elstner Associates (WJE). The field survey work will be conducted by two-person teams, typically one WJE professional architectural history staff person and one volunteer. Historical research will mainly be conducted by volunteers. The data compilation and report writing will be performed by WJE.

The proposed survey project will include the following tasks:

- Historical research will be completed to develop a summary context history for Na-Au-Say and Seward Townships, building upon the county-level context history developed during the previous survey project.
- A database and GIS mapping will be developed for the survey, to allow for compilation and presentation of the survey data. The survey scope will be developed based upon a review of 1939 aerial photography and historic atlas and plat maps, to identify potential sites where structures more than fifty years old may exist.
- A field survey will be conducted. A survey team consisting of one consulting professional and one local volunteer will visit each potential site. Each existing structure on a potentially historic site will be documented with notes and photographs from the public right-of-way, or with the owner's permission at close range. The existing materials, condition, architectural style, and obvious alterations or additions will be noted.

Based on the field survey and historical research, the integrity and significance of each site will be assessed. The context history and survey results will be compiled in a summary report, accompanied by reference maps as well as survey forms and photographs for each property documented.

The survey results will be presented at a public meeting of the Kendall County Historic Preservation Commission.



**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

The proposed survey project will include the following tasks:

- Historical research will be completed to develop a summary context history for Na-Au-Say and Seward Townships, building upon the county-level context history developed during the previous survey project.
- A database and GIS mapping will be developed for the survey, to allow for compilation and presentation of the survey data. The survey scope will be developed based upon a review of 1939 aerial photography and historic atlas and plat maps, to identify potential sites where structures more than fifty years old may exist.
- A field survey will be conducted. A survey team consisting of one consulting professional and one local volunteer will visit each potential site. Each existing structure on a potentially historic site will be documented with notes and photographs from the public right-of-way, or with the owner's permission at close range. The existing materials, condition, architectural style, and obvious alterations or additions will be noted.

The goals of the Kendall County Historic Preservation Commission are:

- To educate
- To promote the use of historic landmarks
- To protect and enhance the County's attractions for tourists and visitors
- To strengthen the economy of the County
- To foster civic pride in the beauty and noble accomplishments of the past
- To safeguard the County's historic, aesthetic, and cultural heritage

The proposed survey project will further these goals. The survey project will document the history of the county and these two townships, providing a reference that can be used in education and fostering civic pride. The survey will document and identify potentially significant properties, allowing the commission to meet its goal of safeguarding the County's cultural heritage. Once significant properties are identified, the commission will be able to promote preservation and adaptive reuse of the properties, strengthening the economy of the county and protecting and enhancing its appeal for tourists and visitors.

EXHIBIT C

CONTACT INFORMATION

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Susan Duke

Title: Conservation Grant Administrator

Address: 1 Natural Resources Way, Springfield, IL 62702

**GRANTEE CONTACT**

Name: Matthew Asselmeier

Title: Director Planning Building Zoning

Address: 111 West Fox Street , Yorkville, IL 60560

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:

**FOR GRANT ADMINISTRATION**

<b><u>GRANTOR CONTACT</u></b>	<b><u>GRANTEE CONTACT</u></b>
Name: Susan Duke	Name: Matthew Asselmeier
Title: Conservation Grant Administrator	Title: Director Planning Building Zoning
Address: 1 Natural Resources Way, Springfield, IL 62702	Address: 111 West Fox Street , Yorkville, IL 60560
Phone: 217-785-4416	Phone: 630-553-4139
TTY#:	TTY#:
E-mail Address: susan.duke@illinois.gov	E-mail Address: masselmeier@kendallcountyiil.gov

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

At the completion of the Project, grantees must submit a copy of the updating Historic Preservation Plan (on one searchable PDF) with photographs, saved on a jump drive, CD or DVD.

This is a reimbursement grant. Terms for reimbursement are enumerated in the Certified Local Government Program Matching Grants and Application Guidelines (FFY2024) and include the submittal of the completed project, progress reports, fiscal forms, and Completion Report. The CLG Grant Completion Report has both a Narrative and a Financial Portion. Prior to the end of the Project Period (June 1, 2027), the Grantee shall email the report to [DNR.Grants@illinois.gov](mailto:DNR.Grants@illinois.gov).

The Narrative Portion is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;
- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, follow the submission requirements in the Guidelines.

The Financial Portion consists of:

- Completed and signed Forms 1 through 5 (See grant manual attachment)
- Relevant documentation that supports each form, as required, such as payroll statements and donor valuations;

**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.

There are no specific conditions for this grantee.

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXIII  
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

**ARTICLE XXIV  
ILLINOIS WORKS JOBS ACT**

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

24.2. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

**ARTICLE XXV  
ADDITIONAL BUDGET PROVISIONS**

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars (\$1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over \$1,000 must be requested in advance and be approved by the Grantor.

**ARTICLE XXVI  
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

26.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

#### **ARTICLE XXVII ADDITIONAL MODIFICATION PROVISIONS**

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 2.1 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

#### **ARTICLE XXVIII ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

28.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of

equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

**ARTICLE XXIX  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

29.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

29.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq).

**ARTICLE XXX  
ADDITIONAL MISCELLANEOUS PROVISIONS**

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

**ARTICLE XXXI  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

31.2. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**ARTICLE XXXII  
INCORPORATION**

32.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, Grant Manual, are hereby incorporated into this Agreement and therefore are a part of this Agreement.



**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:

The Grants manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference, and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants manual and (2) agrees to comply with the same. \_\_\_\_\_(initials of signator).



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 5/6/2025

**Subject:** Proposed Contract with Wiss, Janney, Elstner, Associates, Inc. to Conduct an Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval to Authorize the County Board Chairman to Execute a Contract with Wiss, Janney, Elstner Associates, Inc. to Complete Work Related to the Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships in an Amount Not to Exceed \$40,000; Related Invoices to Be Paid from Line Item 172019-63630

### **Previous Board/Committee Review:**

Historic Preservation Commission – Approval (5-0) on April 21, 2025

### **Fiscal impact:**

Funding Approved in Line Item 172019-63630

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### **Background and Discussion:**

In November 2024, the Kendall County Board approved the authorization for the County to apply for a Certified Local Government (CLG) Grant to conduct an historic structure survey in unincorporated Na-Au-Say and Seward Townships.

On April 4, 2025, the County was notified of the grant award in the amount requested in the grant application.

In 2022, the County was previously awarded a CLG Grant to conduct a structure survey in unincorporated Bristol and Kendall Townships. At that time, Wiss, Janney, Elstner Associates, Inc. (WJE) was selected to conduct the structure survey. The results of that survey can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/28117/638321853483400000>.

The Historic Preservation Commission recommended working with WJE for the structure survey in unincorporated Na-Au-Say and Seward Townships. In addition to their previous work in unincorporated Bristol and Kendall Townships, WJE has conducted structure surveys in unincorporated Will County and the unincorporated Plainfield area.

The proposed contract is similar to the contract that the County had with WJE to conduct the previous structure survey. The scope of work and timelines were amended to reflect the work related to the survey of unincorporated Na-Au-Say and Seward Townships.

**Staff Recommendation:**

Approval

**Attachment:**

WJE Contract



# AIA® Document B102® – 2017

## Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the day of May in the year Two Thousand Twenty-five  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Kendall County, Illinois, a unit of local government  
111 West Fox Street  
Yorkville, IL 60560

and the Architect:  
(Name, legal status, address and other information)

Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, IL 60062  
847-272-7400

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Survey of Na-Au-Say and Seward Townships  
Kendall County, IL  
A historical and architectural survey of Na-Au-Say and Seward Townships in Kendall County, Illinois. Kendall County Historic Survey Agreement No. CLG25009. WJE No. 2023.4502.0

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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(1865773650)

## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
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9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

Refer to the attached WJE proposal, dated July 11, 2023.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Kenneth M. Itle  
Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, IL 60062  
kitle@wje.com  
(847) 272-7400

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain Commercial General Liability and Professional Liability insurance until termination of this Agreement.

(Paragraphs deleted)

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## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(List name, address, and other contact information.)*

Matthew H. Asselmeier, Director  
Kendall County Planning, Building and Zoning  
111 West Fox Street  
Yorkville, IL 60560  
(630) 553-4139

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, including but not limited to Owner's compliance with its obligations under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., the Illinois Open Meetings Act, 5 ILCS 120/1 et seq., or any other local, state or federal law that would require Owner's publication of the Instruments of Service, or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Architect shall indemnify, defend and hold harmless Owner for any claims related to or arising out of Owner's publication of the Instruments of Service when such publication arises out of Owner's compliance with applicable law.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service. Kendall County may use the documents prepared under this agreement as it determines, but Wiss, Janney, Elstner Associates, Inc. (WJE) shall be credited as the author and incur no liability for Kendall County's use of the documents after

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completion of the survey project, except if WJE breached any of its duties under this Agreement during the creation or transmission of the documents.

*(Paragraph deleted)*

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 The provisions of this Article 3 shall survive the termination of this Agreement.

#### **ARTICLE 4 CLAIMS AND DISPUTES**

##### **§ 4.1 General**

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in the Circuit Court of the Twenty-Third Judicial Circuit of Illinois, Kendall County. The Owner and Architect agree that venue is proper in said Circuit Court and hereby submit to the jurisdiction of said Circuit Court. Notwithstanding the foregoing, the Owner and Architect may, but shall not be required to, agree in writing to pursue alternative methods of binding dispute resolution including but not limited to mediation or arbitration.

*(Paragraphs deleted)*

#### **ARTICLE 5 TERMINATION OR SUSPENSION**

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted, if agreed to in writing by all parties.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.



§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

zero

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

zero

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate

*(Check the appropriate box.)*

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

Three months after submission of the final document.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

\$40,000

### § 6.2 Compensation for Reimbursable Expenses

*(Paragraphs deleted)*

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

N/A

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.



### § 6.3.2 Progress Payments

*Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq. (Insert rate of monthly or annual interest agreed upon.)*

%

*(Paragraphs deleted)*

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules

§ 7.2 *[Intentionally Omitted]*

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 *[Intentionally Omitted]*

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 *[Intentionally Omitted]*

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect may be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, including but not limited to the Owner's compliance with the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.) or the Illinois Open Meetings Act (5 ILCS 120/1, et seq.) or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and

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User Notes:

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exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

Refer to the attached WJE proposal, dated July 11, 2023. The Architect shall perform its services in accordance with the applicable provisions of the Grant Agreement between the State of Illinois, Department of Natural Resources and Kendall County, CLG No. CLG25009.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

WJE proposal dated July 11, 2023

*(Paragraphs deleted)*

This Agreement entered into as of the day and year first written above.

<hr/> <b>OWNER</b> <i>(Signature)</i>	<hr/> <b>ARCHITECT</b> <i>(Signature)</i> Kenneth M. Itle, AIA Associate Principal
<hr/> <i>(Printed name and title)</i>	<hr/> <i>(Printed name, title, and license number, if required)</i>



Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois 60062  
847.272.7400 tel  
www.wje.com

July 11, 2023

Mr. Matthew H. Asselmeier  
Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, Illinois 60560

## **Survey of Na-Au-Say and Seward Townships**

WJE No. 2023.4502

Dear Mr. Asselmeier:

As requested, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to conduct a historical and architectural survey of Na-Au-Say and Seward Townships, two of the nine townships within Kendall County. The townships were selected by the Kendall County Historic Preservation Commission (Commission). We understand that Kendall County intends to pursue a Certified Local Government (CLG) Grant from the Illinois State Historic Preservation Office to support the survey work. Additionally, local volunteers recruited by the Commission will be available to participate in the project work.

The intent of these surveys will be to identify historically and architecturally significant properties and/or sites over 50 years of age, which will result in recommendations of the most noteworthy properties for listing in the National Register of Historic Places or designation as a Local Landmark. As part of the survey, the present condition, integrity, architectural style and features, construction date, and any additions or alterations would be identified for the most significant properties. The proposed survey will build upon the work completed this year by WJE for the survey of Bristol and Kendall Townships. Also, we will refer to the relevant portions of a previous project completed by WJE in 2005 for the Village of Plainfield, which include a survey of the northeastern portion of Na-Au-Say Township.

### **SCOPE OF SERVICES**

The Kendall County Historic Preservation Commission seeks to conduct an intensive-level historical and architectural survey of unincorporated areas of Na-Au-Say Township and Seward Township in Kendall County. Based on an initial review of 1939 aerial photography as compared to present-day aerial photography, we estimate that there are approximately 125 existing properties in each township that should be included in the survey.

To perform the tasks involved with the completion of an intensive-level survey, we understand that members of the Kendall County Historic Preservation Commission will volunteer their time to support the field survey work and historical research.

Based on our understanding of the project, we propose the following scope of services:

1. **Orientation Meeting.** Attend a meeting with the Kendall County Historic Preservation Commission to discuss the survey, clarify the scope of services and methodology, and establish plans for the implementation of the work.
  2. **Sample Report and Survey Form.** Provide a sample of the typical survey form to be used for the project.
  3. **Field Survey.** Perform a survey of farmsteads, cemeteries, and rural churches identified in Na-Au-Say and Seward Townships. Each survey team will typically include one WJE staff member and one Kendall County volunteer. Volunteers will be trained by WJE staff prior to commencement of the field survey.
  4. **Photographic Documentation.** Prepare documentary photographs using digital photography in accordance with the National Register Photo Policy Factsheet of May 2013.
  5. **Map.** Prepare a base map of the survey area, showing approximate location of survey sites. The map will be prepared using GIS software. We assume that Kendall County will provide baseline GIS data such as parcel boundaries.
  6. **Research.** Conduct research into the history and development of Na-Au-Say and Seward Townships in area historical societies as well as online sources.
  7. **Determinations of Eligibility.** Field survey information and research materials collected by volunteers will be reviewed, and landmark status eligibility evaluations will be made for all inventoried sites.
  8. **Database Development.** The survey data will be compiled using Microsoft Access.
  9. **Draft Report.** Prepare a summary draft report for Na-Au-Say and Seward Townships, with a discussion and evaluation of the Kendall County region, including the following:
    - Executive Summary
    - Survey methodology
    - A description and context history of the township and the surrounding region, including the growth of businesses, agriculture, and development
    - List of structures within the survey area, with approximate construction date, architectural style, and the level of significance of each structure
    - Tabulated results from the survey area, including the acres surveyed, total properties extant at time of survey, and number of properties meriting further historical research
    - Map of the survey area
    - Map of potential historic districts, if applicable
    - Map locating noteworthy properties considered eligible for individual landmark status
    - A brief description of significant and relevant surveys previously undertaken in the survey area
    - Identification of any difficulties or limitations in the survey
    - A discussion of recommended strategies for identifying and protecting significant historic properties in the survey area
    - Bibliography of previous surveys and sources referenced
- The draft report will be submitted electronically for review.

10. **Final Report and Deliverables.** Based on comments received on the draft report, revise and finalize the summary report. The final survey forms, photography, database, mapping, and report files will be provided electronically on CD-ROM. No printed hard copy deliverables are included at this time.
11. **Public Meetings.** Attend up to two scheduled meetings with the Kendall County Historic Preservation Commission during the project. Meetings are assumed to be held at the Kendall County office in Yorkville.

As noted above, we anticipate each survey team will typically include one WJE staff member and one Kendall County volunteer. Kendall County will coordinate volunteers to be available to accompany WJE staff during the field survey work.

## SCHEDULE

Following contracting, WJE will develop a schedule with Kendall County to complete the tasks described in the Scope of Services to meet any submittal requirements indicated by the Illinois State Historic Preservation Office. We understand that the survey project is tentatively planned for 2024, if funding is available.

## BUDGET

To perform the above described Scope of Services, we propose a budget of forty thousand dollars (\$40,000) to complete the survey of both townships and associated tasks, inclusive of all expenses. If each township is surveyed as a separate project, we recommend a budget of \$22,000 per township. All WJE services will be provided in accordance with an AIA B102 agreement, similar to the agreement previously used for the survey of Kendall and Bristol Townships.

The budget presented above is for WJE time and expenses only. The budget does not include time from volunteers coordinated by Kendall County to assist with the field survey work or other expenses incurred by Kendall County during the project (e.g., printing of hard copies of the final report). It is anticipated that funding from the county will provide the local match required as part of the grant program.

WJE is fully licensed to conduct business in the State of Illinois. Resumes of team members with prior experience conducting historic structure surveys in rural, unincorporated locations within Illinois are available upon request. If you have any questions, or would like to discuss anything regarding this proposal, please let us know.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Kenneth Itle  
Associate Principal



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 5/6/2025  
**Subject:** Approval of an Agreement for a Strategic Plan Facilitator  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

---

### **Action Requested:**

Forward to County Board approval of an agreement with the NIU Center for Governmental Studies for Strategic Plan facilitator

### **Board/Committee Review:**

Discussion at January 16, 2025 and April 10, 2025 Committees of the Whole

### **Fiscal impact:**

Up to \$35,400 from County Board Contractual Services

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### **Background and Discussion:**

Strategic planning is a common practice with boards and organizations to help identify and clarify goals and set priorities.

Following a request for proposal process, NIU's Center for Governmental Studies was selected out of the seven proposals received. Their proposal presents a comprehensive approach to strategic planning and experience specifically working with counties. Their contact price of between \$33,400 and \$35,400 includes an employee survey that will allow the County to get a broad base of input.

Based on CGS's availability, the project would kick off this summer and wrap up by February 2026.

### **Staff Recommendation:**

Approval of an agreement for Strategic Facilitation with NIU's Center for Governmental Studies.

### **Attachments:**

Contract



## AGREEMENT

THIS AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, acting on behalf of Northern Illinois University through its Center for Governmental Studies referred to as the “University”, and KENDALL COUNTY, located at 807 W. John Street, Yorkville, IL 60560, hereinafter referred to as “Kendall County”, witnesseth:

1. Scope of Work. In consideration of the mutual promises hereafter specified, the University and Kendall County agree to the services delineated in Attachment A as well as the Terms and Conditions delineated in Attachment B, which documents are incorporated by reference herein and made a part hereof.
2. Terms of Agreement. The term of this Agreement shall be from the date above through February 28, 2026 or the completion of the project, whichever is later, unless the term is extended by the mutual written agreement of the parties.
3. Compensation. As full and complete compensation for these services, Kendall County shall pay the University a fee in a range from \$33,400.00 - \$35,400.00, payable according to the following payment schedule:  
\$16,700.00 upon contract execution  
Remaining Balance (\$16,700.00 - \$18,700.00) upon project completion
4. Signed Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement must be manually signed and may be delivered by facsimile or email (in .pdf format) and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature has been delivered to the other Party.
5. The parties hereto shall abide by the requirements of Executive Order 11246 and the Rules and Regulations of the Illinois Department of Human Rights, and there shall be no discrimination because of race, color, religion, sex, national origin, ancestry, age, marital

status, physical or mental handicap unrelated to ability or an unfavorable discharge from military service in the employment, training or promotion of personnel engaged in the performance of this agreement.

This Agreement constitutes the entire Agreement between parties hereto. There is no part of that Agreement not set forth herein; and no changes in or additions to said Agreement shall be valid unless in writing and signed by the parties hereto.

AS WITNESS WHEREOF, the parties have caused this Agreement to be executed as and of the day and year first written above.

**KENDALL COUNTY**

CENTER FOR GOVERNMENTAL STUDIES  
NIU OUTREACH, ENGAGEMENT AND  
REGIONAL DEVELOPMENT

By \_\_\_\_\_  
Name: \_\_\_\_\_ date  
Title:

By Gregory T. Kuhn 04/29/2025  
Gregory T. Kuhn date  
Title: Director

**PLEASE RETURN A COPY OF YOUR W-9 WITH THE SIGNED AGREEMENT. NIU  
REQUIRES A CURRENT W-9 IN ORDER TO PROCESS INVOICES. THANK YOU.**



# Strategic Planning and Goal Identification Proposal For Kendall County



April 2025

Prepared by:  
NIU Center for Governmental Studies  
DeKalb, Illinois



NORTHERN ILLINOIS UNIVERSITY

**Center for  
Governmental Studies**

*Outreach, Engagement, and Regional Development*



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Director

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**NIU CGS MISSION  
STATEMENT**

*To provide expertise that  
helps public sector  
decision-makers understand,  
evaluate, enhance  
and implement, effective,  
sustainable and equitable  
approaches to the social,  
governmental, economic,  
informatic and civic  
challenges of our time.*

Updated April 8, 2025

Christina Burns

County Administrator

Kendall County

807 W. John Street

Yorkville, IL 60560

RE: Proposal to provide strategic planning services

Dear Ms. Burns:

In response to Kendall County's request for proposals to facilitate a multi-year strategic planning process, the following outline and approach is presented for consideration. This approach addresses the needs outlined in the request:

- Review relevant documents, such as community surveys, annual budget reports, development plans and studies, etc.
- Identify a long-term vision, set organizational priorities, and help shape the County's strategic direction.
- Conduct an environmental scan through focus groups, interviews, and surveys with key stakeholders.
- Facilitate a strategic planning workshop with the County Board members and senior staff to create mission and vision statements and develop short- and long-term strategic goals.
- Facilitate an action planning launch session of the strategic goals.
- Provide an easy-to-understand document for use by the Board, management team, and broader community.

The list of representative projects provided demonstrates that the proposed team and the Center for Governmental Studies have successfully provided similar services to various organizations, agencies, and local governments across Illinois.

Thank you for considering this proposal to assist the County with this important initiative. A meeting can be arranged with the County's leadership team to further discuss the proposed approach, expand on the outline presented, and align on the project goals and expectations.

Sincerely,

A handwritten signature in purple ink that reads 'Melissa' followed by a stylized surname.

**Melissa "Mel" Henriksen**

Assistant Director

Strategic Management, Policy and Community

Development

NIU Center for Governmental Studies

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# Kendall County Strategic Planning and Goal Identification Proposal

April 2025

direct questions to

Melissa “Mel” Henriksen

Assistant Director, Northern Illinois University Center for Governmental Studies

---

*"The art of progress is to **preserve order amid change**, and  
change amid order" - A.N. Whitehead*

This proposal follows Kendall County's request for a comprehensive strategic planning process. In response to the County's needs, the Northern Illinois University Center for Governmental Studies (NIU-CGS) suggests a collaborative approach. This approach will allow the County's Board members and senior staff to work together, share insights, and explore the organization's current dynamics. The purpose is to create a shared vision for the County's future. Through this process, the leadership will discuss the most important goals, objectives, and organizational structures for both the immediate and long-term future.

## INTRODUCTION

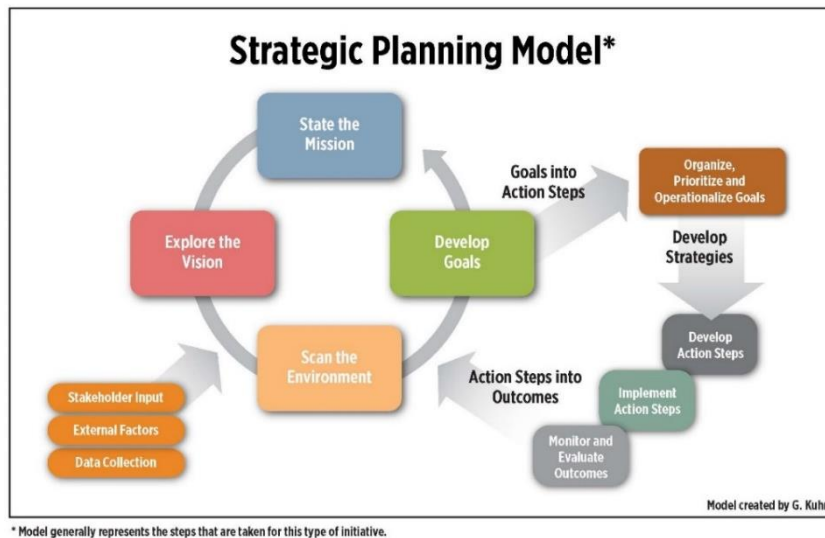
As the County's leadership is aware, strategic planning is an important process for forward-thinking organizations, and, at its core, is leadership's expression of the future. Its value is widely recognized by leaders in both private and public sectors. The world around us is changing rapidly and becoming more complex. As a result, the challenges you face in setting policies, delivering services, and making decisions are significantly more difficult than they were even one year ago. Like many organizations in the region, state and across the country, the County's population and economic conditions are constantly evolving, and the services, programs, and policies needed to fulfill its mission will continue to change. Some key trends affecting the County include shifting demographics, evolving values and needs, economic growth and contraction, development trends and changes, changing attitudes, tax limits, service demands, government mandates, economies of scale, and advances in technology. These factors all influence how, what, when, where, and why the County operates and delivers services today.

**Although the word 'planning' appears in the description, it must be emphasized that the result of this process is not to create a plan that sits on a bookshelf like a trophy. Rather, the primary outcome is to foster strategic thinking and communication among Board members and senior staff leading to an evaluation of the current strategic plan components, including a viable review of identified and prioritized goals that incorporate the overall vision for the County's short- and long-term future.**

## STRATEGIC PLANNING PROCESS OVERVIEW

The framework below outlines the recommended exercises and goal-setting methods that will be used to review and set the County's strategic direction. A strong strategic planning process helps focus leadership, energize the organization, and involve stakeholders. It should be viewed not just as a way to plan for the future, but also as an opportunity to build a sense of ownership and improve overall effectiveness in guiding the County in partnership with the community.

Taken as a whole, the strategic planning process envisioned and described next can be represented in a model of the various steps and elements in a cycle of input, environmental scanning, goal setting and updating, prioritization, action planning, and re-examination of the County's progress.



## DETAILED DESCRIPTION OF PROPOSED PROJECT COMPONENTS

### *Component A: Pre-Workshop – Strategic Planning Readiness*

#### **Virtual Project Kick-Off Meeting**

To kick off the project, the facilitator(s) will hold an initial meeting with the County Administrator and other project staff chosen by the County. The meeting will cover the following topics: (1) reviewing the scope of work, including roles and responsibilities of the NIU-CGS project team and the County; (2) outlining the steps in the strategic planning process and recommending input sessions with community stakeholders and meetings with staff and members of the County Board; (3) reviewing the list of deliverables and suggested time frames for implementation; (4) evaluating the current mission, vision, and values to see if development or updates are needed; and (5) reviewing the status of any current goals (if applicable) and determining the best way to share progress during the strategic planning workshop(s).

***Component B: Pre-Workshop – Environmental Scanning, Background Gathering and Learning from the Organization and Data***

**Environmental Scan and Background Information Gathering Overview**

This pre-workshop phase is crucial for grounding the planning process, as listening is key to effective planning. The project team will use various methods to gather background data, including reviewing documents, conducting interviews, focus groups, and holding preparatory working sessions. These steps are essential for "taking stock" and understanding current policies, operations, and perspectives.

The avenues identified to gather input from organization members and leadership, as well as external stakeholders, include interviews, focus group(s), and an online employee input survey. The proposed work plan highlights the key stakeholder groups that should be considered. The breadth of the listening process will influence how much data is gathered, the time required, and the cost involved, as each technique has its own strengths and time commitment.

**Interviews** are a one-on-one or small-group approach that allows participants to share their personal views in depth with a professional interviewer. This method is more labor-intensive but provides valuable, detailed insights. The discussions aim to build a balanced, informed understanding of the County from each stakeholder's perspective.

**Focus groups** offer an efficient way to gather input for a structured, yet informal discussion led by a facilitator. The group will discuss 5-6 key questions that help gather a range of ideas and insights. The goal is similar to that of the interviews: to understand the County from each participant's unique viewpoint with dynamic group discussions that provide a broader range of perspectives. The ideal size for focus groups is approximately 12-15 participants, and last approximately 60-90 minutes.

- **Suggested Interviews and Focus Groups – *Virtual and in-person options are available. Board interviews are typically conducted virtually.***

Internal: Organization Stakeholder Input

- County Administrator (1 interview, 45-60 minutes)
- County Board Chairman (1 interview, 30-45 minutes)
- County Board Members (9 interviews, 30 minutes each)
- Department Head Prep Session (2-hour session with leadership staff prior to the leadership workshop)

External: Community Stakeholder Input<sup>1</sup>

- Business community (e.g., diversity across sectors and size, can use established business organization such as Chamber, CVB, or EDC) (1 focus group)

---

<sup>1</sup> The County's RFP shared that resident input would be gathered as part of the concurrent comprehensive planning process. However, if the County would like a resident focus group as part of this process that can be added.

- Intergovernmental partners (e.g., Representatives from local municipalities and townships such as Oswego, Newark, and Seward Township, constitutional officers, etc.) (1 focus group)
- Community services (e.g., 708 Board, Juvenile Justice Council, KenComm, other nonprofit social service organizations (1 focus group).

#### Data Analysis and Thematic Summarization of Stakeholder Input

- NIU-CGS will provide a summary of themes, key issues, and desires as expressed by stakeholder focus groups.

#### ➤ **Online County Employee Input Survey**

County employees possess valuable field-level insights into daily operations, the direct implementation of County policies, and thoughts on the mission and vision of the County. Their perspectives can provide meaningful input for the County Board as it considers its strategic vision, goals, and priorities for the next 3-5 years. If selected, the NIU-CGS project team will collaborate with the County's leadership to design an online employee survey assessing workplace climate, culture, and perspectives. NIU-CGS will develop the survey, manage data collection, and analyze responses. The findings will be compiled into a report, which will be presented to the County Administrator or other designated officials as part of the strategic planning workshop preparations. To ensure broad participation, the County would be responsible for distributing the survey, with NIU-CGS providing the survey link and updates on responses for reminders.

#### ➤ **Mission, Vision, and Core Values Session**

County leadership shared that a review and creation of the organization's mission and vision should be considered for this process. CGS is recommending possibly utilizing the employee survey for initial thoughts as well as a focused exercise at the leadership workshop aimed at developing a strong draft of the mission and vision statements—getting the group approximately 70% of the way there. This exercise would involve guided questions to help leadership reflect on the organization's core purpose and identify key words or phrases that best convey that purpose. The remaining refinement and finalization of the mission and vision statements could then take place after the workshop, with consensus reached through follow-up discussions.

### ***Component C: Strategic Planning Leadership Workshop(s)***

#### **Leadership Workshop(s) Agenda** (6-7 contact hours with County Board members and senior staff)

- Mission and Vision Review
  - Review and draft a mission and vision for the County?
    - Mission: What is the organization's "purpose for being"?
    - Visioning: Imagine the County 5, 10, 15 years from now...

#### **Leadership Workshop Options Include:**

- One full weekday/Saturday (9:00 a.m. – 3:00 p.m.)
- One full weeknight (3:00 p.m. – 9:00 p.m.)
- Two half-day weeknights (6:00 p.m. – 9:00 p.m. each)



- Stakeholder Input Review
  - Share stakeholder feedback themes
  - Focus group and interview feedback summary
  - Employee survey themes
- Environmental Scanning – Strengths, Weaknesses, Opportunities, and Challenges (S.W.O.C.)
  - Small group S.W.O.C. warm-up exercise
  - Large Group S.W.O.C. Analysis
    - Identify internal strengths and weaknesses
    - Identify external opportunities and challenges
- Group Goal Development
  - Short- and long-term goal development and discussion
  - Group goal classification – complex or routine

#### **Component D: Post-Workshop Follow-up – Goal Prioritization**

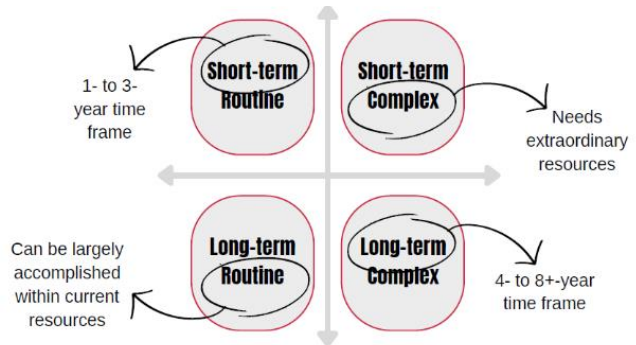
- Goal refinement and consolidation as needed with County staff and the CGS project team
- Goal prioritization process if needed or desired via online ranking exercise
- Goal ranking survey results prepared and sorted by Time and Complexity Matrix, *if applicable*

#### **Goal Prioritization Process Overview**

After the classification exercise, the County Board Members (or all workshop participants, if preferred) will be asked, through a post-workshop *online* exercise, to delineate why certain goals should be given high priority, and some, although worthy, should receive lower priority. Point values will be assigned to each goal within each quadrant of the matrix. The consensus ranking of short- and long-term will be presented in a 2x2 time and complexity matrix.

#### **Goal Classification Matrix**

*By Professor G. Gabris*



#### **Component E: Post-Workshop Implementation Review – Virtual Action Planning Launch**

- Presentation of tools and techniques: implementation launch in the organization
- Operationalizing the goals – clarification of goals statements
- Structural assignments and goal coordination responsibilities
- Scheduling of start dates, milestones, and status reports
- Approaches for action steps and work plans



## FINAL REPORT

A final report documenting both the process and outcomes will be provided to the County staff and Board for review, comment, and approval. A standalone executive summary will also be produced. Both will be provided in electronic form.

## ESTIMATED RANGE OF COSTS

The **base project** cost, including all project components (A-E) is estimated between \$29,900-31,900. The County also selected the online employee survey for a total project cost between \$33,400-35,400. The costs presented would include professional and analytical fees and project expenses (including mileage or travel) for all phases of the **base project and online employee input survey**, from inception through action planning launch, including background research, process design, environmental scanning, analyses, leadership workshop facilitation by a team of facilitators, and all project expenses. The base cost *does not* include added services requested by the County that would change the scope of services as described.

Project Phase/Element	Project Budget
<ul style="list-style-type: none"> <li>• Component A: Pre-Workshop – Strategic Planning Readiness</li> <li>• Component B: Environmental Scanning and Community Input</li> <li>• Component C: Strategic Planning Workshop(s)</li> <li>• Component D: Post-Workshop Follow-up</li> <li>• Component E: Post-Workshop Action Planning Launch</li> <li>• Final Report and Design</li> </ul>	
<b>Total Base Cost</b>	<b>\$29,900-31-900</b>
<b>Online Employee Input Survey</b>	<b>\$3,500</b>
<b>Total</b>	<b>\$33,400-35,400</b>

*\*Please note: Additional components or tasks would represent an additional research effort and will result in additional costs beyond the cost estimate presented and will be charged at a rate of \$140 per hour, for professional staff, \$60 per hour for support and technical staff, plus related expenses. CGS will advise the client before starting any additional work and secure authorization to proceed before undertaking additional assignments.*

The County will be responsible for securing and reviewing meeting sites and/or coordinating with NIU-CGS all online and in-person notices, invitations, and postings. The County will also be responsible for reviewing, securing, and funding any costs for facilities and refreshments, including technology or equipment, room rentals and setup, supplies, and/or other logistical items for all workshops and project sessions. **The County should check with its legal counsel to make sure all meeting postings and formats are consistent with any Open Meetings Act requirements and procedures.**

## PROPOSED TIMELINE

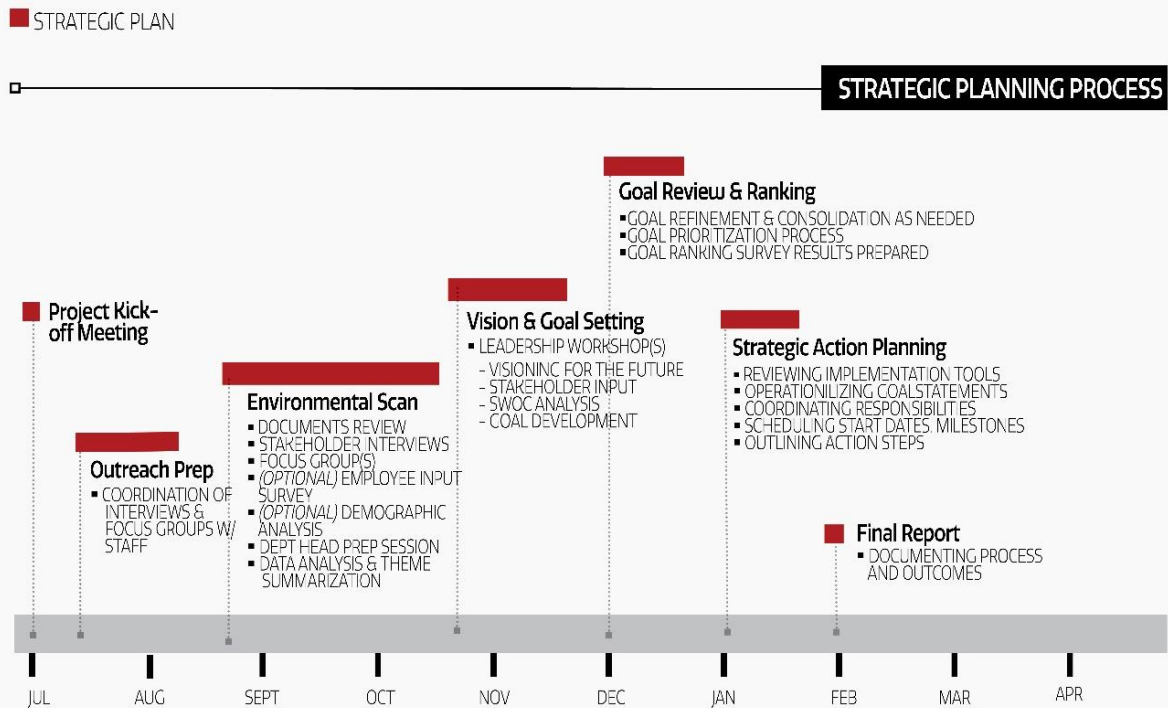
Project Date(s) and Location – The workshops and meetings for the 2025-26 strategic plan will be held on dates that are mutually convenient for both the County’s participants and the NIU-CGS lead facilitator and project team. The anticipated start date for the project is a kick-off in June and start in July 2025.

The completion date will be dependent on the scope or services selected, the timing and sequence of the various planning components, and the scheduling of workshops that permit the gathering and analysis of

stakeholder input prior to the leadership workshop. A series of pre-workshop interview and discussion session(s), a six- to seven-hour strategic planning workshop(s) with the Board and senior staff/leadership, and a two-hour follow-up session with the County Administrator and senior staff are included in the planned base-project meeting activities.

## KENDALL COUNTY PROJECT TIMELINE ESTIMATES

The Project Timeline below illustrates how the Strategic Planning process will be coordinated throughout the duration of the project timeframe. In addition, certain outcomes will inform subsequent phases of the planning process.



*\*\*Estimated duration – dates are to be determined and are subject to the facilitator(s) and the County's project team's availability, progress of exercises, and return of requested data or decisions from the County. The timeline may vary based on optional and/or any additional components selected. Please note that if the statistically significant community survey is selected it will add several months to the timeline.*

## APPROVAL/ACCEPTANCE

An engagement letter between the Center for Governmental Studies and Kendall County, with a final scope of services, proposed fees, expenses, and terms, will be prepared upon County approval and acceptance of the final project framework and approach.

## REFERENCES AND REPRESENTATIVE PROJECTS

Representative strategic planning projects in Illinois led by Greg Kuhn, Mel Henriksen, CGS, and team members include:

1. McHenry County
2. DeKalb County
3. Peoria County
4. Winnebago County
5. Village of Western Springs
6. Hanover Township
7. Village of Lincolnwood
8. Village of Bartlett
9. City of Elmhurst
10. Town of Normal

### Contacts:

1. Peter Austin, County Administrator, McHenry County, [pbaustin@mchenrycountyil.gov](mailto:pbaustin@mchenrycountyil.gov), (815) 334-4000
2. Brian Gregory, Former County Administrator, DeKalb County, [bgregory@dekalbcounty.org](mailto:bgregory@dekalbcounty.org), (815) 895-1630
3. Scott Sorrel, County Administrator, Peoria County, [Ssorrel@peoriacounty.org](mailto:Ssorrel@peoriacounty.org) (309) 643-3028
4. Joseph V. Chiarelli, County Chairman, Winnebago County, [KElyea@admin.wincoil.gov](mailto:KElyea@admin.wincoil.gov), (815) 319-4234
5. Ellen Baer, Village Manager, Western Springs, [ebaer@wsprings.com](mailto:ebaer@wsprings.com), (708) 246-1800, Ext. 128
6. James Barr, Township Administrator, [JBarr@hanover-township.org](mailto:JBarr@hanover-township.org), (630) 837-0301
7. Anne Marie Gaura, Village Manager, Village of Lincolnwood, [agaura@lwd.org](mailto:agaura@lwd.org), (847) 745-4717
8. Paula Schumacher, Village Administrator, Village of Bartlett, [pschumacher@bartlett.il.gov](mailto:pschumacher@bartlett.il.gov), (630) 837-0800
9. Jim Grabowski, City Manager, City of Elmhurst, [james.grabowski@elmhurst.org](mailto:james.grabowski@elmhurst.org), (630) 530-3010
10. Pam Reese, City Manager, Town of Normal, [preece@normal.org](mailto:preece@normal.org), (309) 454-9501

Additional strategic planning projects in Illinois led by Mel Henriksen, Dr. Kuhn or undertaken by CGS include the Villages of Libertyville, Orland Park, West Dundee, Northfield, Carol Stream, Glen Ellyn, Long Grove, Deer Park, Pingree Grove, Sugar Grove, Winfield, Woodridge, Riverside, the Cities of Rochelle, DeKalb, Dixon, Geneva and St. Charles, and Streator in Illinois and Oak Creek, Monroe and Mequon, Wisconsin. Other organizations include IRMA, ILCMA, ILGFOA, IPELRA, the Naperville Park District, the DeKalb Park District, the Carol Stream Fire Protection District, the Schaumburg Fire Dept., Lake County, Livingston County, Schaumburg Township, as well as many other communities and units of government or governmental agencies.

## MISSION AND QUALIFICATIONS OF NIU AND CGS



NIU's **Center for Governmental Studies**, founded in 1969, is a public service, applied research, and public policy development organization that recently celebrated 54 years of public service. Its mission is to provide expertise that helps decision-makers implement efficient, sustainable, and cost-effective approaches to economic, social, governance, public policy, and information management issues.

CGS' research and services include work in a variety of areas including community and economic development, workforce development, strategic planning, public management and training, association management, informatics, survey research, data visualization, and health and technology engagement. Clients include municipal, county, state, and federal agencies, as well as nonprofit and for-profit organizations. For more information, please call 815-753-0914 or visit [www.cgs.niu.edu](http://www.cgs.niu.edu).

CGS has established itself as the center of choice for civic organizations in Northern Illinois needing to gather, analyze and operationalize information from their constituents. Assistance has been provided to state and federal agencies, colleges and universities, school districts, libraries, park districts and municipalities as well as a variety of other organizations. Since its founding, CGS has provided expertise to help decision-makers throughout Illinois implement efficient, sustainable, and cost-effective approaches to public policy, public management, social, economic and information management issues. As noted above, this expertise is made available to all levels of governmental entities, private enterprises, public-private partnerships, and other types of institutions such as higher education.

As part of NIU's Division of Outreach, Engagement and Regional Development, CGS fulfills its outreach and engagement mission through public service, applied research, technical assistance, and public policy development activities that are supported by interdisciplinary teams.

### CGS TEAM DESCRIPTION

The proposed project team will consist of seasoned specialists and researchers with extensive experience conducting strategic planning, data assessments, and leadership training. In addition to these core team members, other expertise within CGS will be used for various aspects of the project (i.e., project management and analysis, data research, etc.).

## CGS PROJECT TEAM–FACILITATORS AND ANALYSTS



**Greg Kuhn, Ph.D., Director.** Dr. Kuhn is a former Village Manager who now conducts research, teaches, and consults with governmental units in Illinois and across the Midwest. Dr. Kuhn completed his doctoral studies mid-career with emphasis in Public Administration at the Local Government Level, Organization Development and Public Policy at Northern Illinois University. Greg served as Village Manager in Clarendon Hills, Illinois, and Asst. To the Manager in Skokie, Illinois. Greg has also provided organizational and leadership services to governments on a consulting basis as Director of Local Government Management Services at Sikich, LLP., Managing Vice-President of the PAR Group, and Senior Associate in Governmental Services at Korn-Ferry International.

Greg has taught a variety of courses at both NIU and Northwestern including graduate courses in strategic planning, leadership, human resources, budgeting, and public policy, earning two teaching awards at both schools. In total, Dr. Kuhn has over 43 years of public management experience as an administrator, consultant, and instructor. Greg is a specialist in strategic planning, organizational development and design, governance, and training.



**Melissa Henriksen, MPP, Assistant Director of Strategic Management, Policy, and Community Development.** Ms. Henriksen has a diverse background including economic and community development, technical assistance, strategic and comprehensive planning, rural health care research and grant writing. She is a specialist in the areas of strategic planning, conducting focus groups, wage and benefit studies and asset/needs assessments, community and economic development, and rural health research. Mel has led or co-facilitated strategic planning efforts for municipalities, non-profits, school and other districts, board of directors, and institutes of higher education. For the past 17 years, she has managed funded

projects for the Illinois Critical Access Hospital Network (ICAHN), the National Association of Development Agencies (NADO), the U.S. Economic Development Administration (EDA), and the U.S. Department of Agriculture (USDA), as well as state and local organizations focused on economic and community development and health care. These projects included coordinating surveys, community focus groups, strategic planning to identify potential challenges and solutions, demographic analysis and distilling themes and findings from a variety of qualitative information to share with key stakeholders.

Mel holds a B.A. degree in Political Communication/Public Relations and a Master's degree in Public Policy both from the University of Northern Iowa. Mel is a former Council member for the Illinois Rural Health Association and was the chair of its Research and Education and Conference Committee. In addition, she is also a former Kettering Foundation Research Fellow and received the ICAHN Service Award for her research in rural health care and its economic impact on rural communities. Mel has been a speaker for several Civic Leadership Academy (CLA) classes and has taught courses at NIU and Kishwaukee College including strategic planning, performance management and American government.





**Jeanna Ballard, MPA, Senior Research Specialist.** Ms. Ballard has a varied background in strategic and comprehensive planning, technical assistance, and performance improvement studies. She has helped facilitate strategic planning workshops, focus groups, interviews, organizational design reviews, leadership development seminars, and compensation analyses. Jeanna has co-facilitated strategic planning for elected officials, non-profits, municipalities, counties, townships, park districts, libraries, council of governments, and institutes of higher education. For the past two years, Jeanna has provided staff support for funded projects for the Illinois Critical Access Hospital Network (ICAHN). Most recently, she has worked on local government strategic planning initiatives. These projects included coordinating online surveys, community focus groups, goal development sessions, identifying potential challenges and solutions, and distilling themes from a variety of quantitative and qualitative information to share with key stakeholders.

Jeanna holds a dual MPA degree via her joint studies at Northern Illinois University and Renmin University of China in Beijing. She joined the Center for Governmental Studies in 2017 and serves as an elected Representative on NIU's Supportive Professional Staff Council and is the Chair of the Advocacy Committee. Jeanna has seven years of public service experience serving in local, county, and federal levels of government and is a former Banovetz Fellow. Jeanna has also been a speaker for several Civic Leadership Academy (CLA) classes and taught courses at NIU in public service leadership and management.



**Alli Hoebing, MPA, Research Specialist.** Ms. Hoebing is a research specialist focusing on Association and Public Management. Alli graduated from NIU's Master of Public Administration program with an emphasis in local government administration. As an undergraduate at NIU, Alli was a member of the Pre-Law Honors Society and collegiate Mock Trial team, majoring in political science, public law, and communication.

At CGS, Alli works with both the Strategic Management, Policy, and Community Development and the Associations Management teams, including the Illinois City/County Management Association (ILCMA) and the Wisconsin City/County Management Association (WCMA), the American Planning Association's Illinois Chapter (APA-IL), and serves as the Executive Director of the Illinois Local Government Lawyers Association (ILGL). In her work with associations, Alli assists with conferences, committees, financial reports, research and analytics, and strategic planning.



**Dawn Wucki-Rossbach, MPA, Public Management and Local Government Specialist.** Ms. Wucki-Rossbach is a graduate of NIU's MPA program and most recently served as Interim Village Manager of Kenilworth, Illinois. Dawn has held a variety of positions during her 25-year local government management career. From 1999 to 2010 she held multiple positions in the Village Manager's office of Carpentersville including Interim Village Manager, Assistant Village Manager, and Community Development Director. She also served as the Business Manager for the Lake County Sheriff's Office, Village Administrator of Maple Park, Illinois, and Interim Public Works Director positions in three suburban communities.

Dawn has experience in personnel management, board relations, operations, risk management, strategic planning, and budgeting. Dawn's positions during her career have called on her well-rounded professional insight to direct budget and finance functions, oversee purchasing and capital budgeting, undertake grant writing, administer zoning and long-range plans, navigate union negotiations, and direct public works and utility operations. Dawn completed her undergraduate work at Augustana College, attended the Leadership Institute at Harvard Law and earned her ICMA Credentialed Manager designation in 2006.

**Other Project Staff and Support** - Dr. Kuhn and the project team will also be joined and assisted by other staff members of the Center for Governmental Studies and the University for certain project elements or at critical junctures of the project.



# REQUEST FOR PROPOSAL STRATEGIC PLANNING FACILITATOR

Kendall County, Illinois

Issued February 14, 2025

## SUMMARY

Kendall County, Illinois seeks an experienced facilitator to guide the Kendall County Board in establishing its first Strategic Plan.



## **Notice to Respondents**

Kendall County will receive proposals for a Strategic Planning Facilitator until 2:00 p.m. local time, Friday, March 7, 2025. Proposals will be opened and publicly acknowledged at that time at 110 W. Madison Street, Yorkville, Illinois 60560.

The request for proposal and response specifications shall be available on or after Friday, February 14, 2025 at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

Respondent attendance is not required. Responses mailed in advance of the opening shall be mailed to ATTN: Christina Burns, Kendall County, 807 W. John Street, Yorkville, IL 60560.

The County reserves the right to reject any and all proposals, to waive any informalities, and to accept the proposal that is in the best interest of the County.

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# **SECTION 1: INTRODUCTION**

## **A. DEFINITIONS:**

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County, Illinois (“County”), which by additions, deletions, clarifications or corrections, modify or interpret the RFP Documents. All Addenda shall be incorporated herein by reference as part of the RFP.

“County” means Kendall County, Illinois and its elected officials, departments, employees, and agents.

“CKCC” means Connect Kendall County Commission, a separate voting body from the County Board.

“Partner,” except as noted in Section 4, Paragraph 6, means an individual or entity engaged in business with the County for the mutual benefit of both parties in this Project and does not denote or imply, on its own, a legal relationship between them.

“Partnership” means a relationship consistent with the term

“Partner” above. “Project” means the Scope of Work described in the RFP Documents.

“Proposal” means a complete and properly executed plan to complete the Project per the requirements stated in this Request for Proposal and in accordance with the RFP Documents.

“Project site” means the location where the Project will be performed, which is the following location: Kendall County, Illinois

“Procurement Ordinance” refers to the Kendall County Procurement Ordinance, as amended from time to time.

“Respondent” means a person or entity who submits a Proposal and who meets the requirements set forth in the RFP Documents.

“RFP” means this Request for Proposal and any documents specifically incorporated by reference or attached hereto.

“RFP Documents” means this Request for Proposal, all Addenda, the project manual and drawings of the Project, which shall hereinafter be referred to collectively as “RFP Documents”.

**B. SCOPE OF WORK:**

**1. Background**

The County is located 40 miles southwest of Chicago in the Chicago metropolitan statistical area. The County has been consistently the fastest growing County in Illinois, growing from a population of 54,000 in 2000 to an estimated population of 140,000 today. High-pace residential growth continues within incorporated areas of the County. The southern portion of the County remains mostly agricultural, with nearly 130,000 acres of farmland.

The County is governed by a ten-member Board, from which a County Board Chair is selected by the Board members. Board members serve four-year staggered terms representing two districts in the County. The County Board also serves as the Kendall County Forest Preserve Board. The County Board operates on a Committee structure, with an appointed County Administrator. The County Board also sets the annual operating budget for other elected and appointed offices.

**2. Strategic Plan**

The County has not adopted a strategic plan in recent history. The goal of the strategic plan is to establish a common vision among Board members and outline clear priorities for a three- to five-year horizon. The Board expects to receive input from key stakeholders, including other elected officials, County staff, and key business leaders. The facilitator must have proven experience synthesizing data and input from various sources, interpreting findings for elected officials and assisting elected officials in incorporating insights into the strategic planning process. County staff will support the facilitators efforts to conduct surveys, focus groups and workshops. The County Board does not anticipate wide-spread community engagement as community focus will be on a concurrently scheduled comprehensive plan update. Ideally, the project would be completed within six months of kick off.

**C. PROPOSALS:**

**1. Overview of Required Sections**

- a. Proposal Cover Sheet (Exhibit A)
- b. Consulting Firm Background and Experience: Provide an overview of the firm and its experience and approach to strategic planning.
- c. Project Staff Background and Experience: Include name, title, length of service with the firm, education, and professional certifications or achievements of any staff that will assist the project, and a description of their role related to the project.
- d. Strategic Planning Overview and Timeline: Explain the firm's approach identifying and employing the appropriate methodologies to developing and building consensus for a strategic plan. Include a discussion of the anticipated approach, methodology, project management, and interaction and requirements

of County staff. Provide a detailed project plan and timeline, including consultant's estimated starting availability for the project.

- e. Cost of Proposal for Services: Cost of service quotes should include a total cost, as well as a detailed cost for each portion of the project. The proposed cost should consider all costs associated with the project (labor, material, overhead, administration, travel, profit, etc.). The County reserves the right to request a specific breakdown of item costs within each task. Please also include any progress payment terms that may be applicable.
- f. Proposal Form, Non-Collusion Certificate and Respondent's Professional References (Exhibit B)
- g. Attachments (if applicable)

## 2. Proposal Evaluation

County Board Chair, or his designee, and the County Administrator will conduct an initial review of proposals and make a recommendation to the County Board in selecting a Strategic Plan Facilitator. Proposals will be scored as follows:

Criteria	Total Points possible
Experience and qualifications of personnel assigned to the project.	30
Approach to gathering stakeholder input and relevant data	25
Ability to meet a six-month project timeline	10
References	20
Total project cost	15

## D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
February 14, 2025	RFP Documents available at <a href="https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids">https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids</a>
February 26, 2025	Questions due to <a href="mailto:cburns@kendallcountyil.gov">cburns@kendallcountyil.gov</a> <b>no later than 9:00 a.m. (CST)</b>
February 28, 2025	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) at <a href="https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids">https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids</a>
March 7, 2025	One hard copy of the proposals due no later than 2:00 p.m. (CST). Proposal opening conducted at 2:00 p.m. (CST) at 110 W. Madison Street, Yorkville, Illinois, 60560. Proposals mailed in advance shall be mailed to ATTN: Christina Burns, Kendall County, 807 W. John Street, Yorkville, IL 60560.

March 18, 2025	County Board potentially approves contract of selected vendor
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**E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:**

All documents will be available at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> starting on the date noted in Subsection D above.

**F. ADDENDUM:**

Any, and all, changes to the RFP Documents are valid only if they are included by written addendum to all Respondents. Addenda are written instruments issued by the County prior to the date for receipt of Proposals, which modify or interpret the RFP Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the RFP Documents. Only Christina Burns has the authority to issue an addendum for these RFP Documents.

No interpretation of the meaning of the plans, specifications, or other RFP Documents will be made orally. All Addenda will be posted at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

Each Respondent shall confirm prior to submitting a Proposal that all Addenda issued by the County have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the RFP Documents and Addenda. Failure of the Respondent to receive and review any addendum or interpretation issued by the County shall not relieve the Respondent from the obligation under their Proposal as submitted. Failure of a Respondent to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Respondent to submit a Proposal improperly.

**G. QUESTIONS**

Should a Respondent require any additional information about this RFP or any other RFP Documents, such questions should be directed in writing to the County. All questions should be sent to [cburns@kendallcountyil.gov](mailto:cburns@kendallcountyil.gov).

Questions must be received by the County at the above-referenced email address no later than 9 a.m. (CST) on February 26, 2025.

Questions timely received by the County will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> and sent to all Respondents.

## SECTION 2: SUBMITTAL OF PROPOSALS

### A. Submittal of Sealed Proposal

Respondents are required to submit sealed Proposals by mail to:

ATTN: Christina Burns  
Strategic Planning Facilitator Proposal  
807 W. John Street  
Yorkville, IL 60560

Or deliver prior to the time of proposal opening to 110 W. Madison Street, Yorkville, IL, 60560.

**All Proposals must be received by the above-referenced email address no later than 2 p.m. (CST) on March 7, 2025 (hereinafter referred to as the “Due Date”). Proposals received after the Due Date will not be considered.**

### B. Modification or Withdrawal of Proposals:

Prior to the date and time designated for receipt of Proposals, a Respondent may submit a new Proposals to replace a Proposal previously submitted, or withdraw its Proposal entirely, by sending written notice to the person designated to receive Proposals on behalf of the County. Such notice must be received by the County on or before the date and time set for receipt of Proposals. The person receiving Proposals shall verify that the replaced/withdrawn Proposal is removed from the other submitted Proposals and not considered. Notice of submission of a replacement Proposal or withdrawal of a Proposal shall be worded so as not to reveal the amount of the original Proposal.

### C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly acknowledged on **March 7, 2025 at 110 W. Madison Street, Yorkville, Illinois 60560**. Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

## SECTION 3: INSTRUCTIONS TO RESPONDENTS

A. **What Information Must Be Included In The Proposals:** All Proposals must comply with the following requirements:

1. The Respondent must complete and include all of the following documents with their Proposal:
  - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
  - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
  - All other requirements included in the RFP Documents
2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.
4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.
5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.
6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.



8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.
10. All variations to the stated specifications must be described in detail (free from ambiguity).
11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.
12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.
13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

**B. Modification or Interpretation of RFP Documents:**

The Respondent acknowledges that some of the existing conditions shown in the RFP Documents are presented for information as an approximation and are not a substitute for the Respondent's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Respondent from any of the requirements of the RFP Documents or any contract entered into by the County and the successful Respondent.

The Respondent shall carefully study the RFP Documents and shall notify the County of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these RFP Documents.

**C. Award of Bid:**

It is the intent of the County to award the Proposal to the most qualified and responsible

Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to negotiate or reject any and all proposals. The criteria outlined in Section 1(B), as well as the quality of the work to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a Proposal confers no rights on the Respondent to selection or to a subsequent contract. This RFP process is for the County's benefit only, and it is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the County's discretion. By submitting a Proposal, Respondent acknowledges the County's decision is final, binding, and conclusive upon the Respondent for all purposes.

All Proposals submitted shall be considered firm offers and will be binding for one hundred and eighty (180) calendar days following the due date for submittal of sealed Proposals, unless, upon the County's request, the Respondent agrees in writing to an extension.

The failure of a Respondent to promptly supply information requested in the RFP Documents may result in the Respondent being eliminated from consideration.

The County reserves the right to reject any or all Proposals, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the RFP Documents, or to supplement, amend, or otherwise modify the RFP Documents, without notice. The County may seek additional information or clarification from a Respondent at any time and failure to respond promptly may be cause for rejection of the Proposal.

The County reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Respondent. The Respondent's failure to agree to the Terms and Conditions included in the RFP Documents or to otherwise meet the requirements of the RFP Documents may result in the disqualification of the Respondent's Proposal from further consideration as an unresponsive Proposal.

**D. Execution of Contract:**

The accepted Proposal shall be contracted by the County for the total stipulated sum set forth in the accepted Proposal or as otherwise negotiated by the County. The County will not be responsible for any additional charges above the accepted Proposal unless additional services are negotiated and accepted by the County by written addendum to the original contract.

The contents of the Proposal submitted by the successful Respondent and the RFP Documents (including, but not limited to the Terms and Conditions set forth below in this RFP) will become a part of the contract awarded as a result of the Proposal process.

## SECTION 4: TERMS AND CONDITIONS

The Respondent's failure to agree to the following terms and conditions may result in the disqualification of the Respondent's proposal from further consideration as an unresponsive Proposal.

By submitting a Proposal, Respondents represent that:

1. Respondent has read and understands the RFP Documents;
2. The Proposal complies with the RFP Documents;
3. Respondent is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
4. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

**By submitting a Proposal, Respondents agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Respondent:**

1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County within a reasonable amount of time as contemplated and agreed to by the parties or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services: See "Scope of Work" in Section 1, Subsection B above.
4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project.

All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Respondent also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.
6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.
7. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law
8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:
  - a. All commercial coverage (not self-insured) shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the Respondent to the County at the address set forth herein.
  - b. Minimum Scope and Limit of Insurance. All commercial coverage shall be at least as broad as the following:
    - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including

- products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
  - iii. Automobile Liability: Limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - iv. Workers' Compensation and Employer's Liability Insurance: Insurance as required by the State of Illinois, with Statutory Limits.
- c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent in the event of a covered claim. The County and its, past, present, and future officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent. General liability coverage can be provided in the form of an endorsement to Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - d. For any claims related to this Agreement, the Respondent's CGL and Excess insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. CGL and Excess insurance maintained by the Releasees shall be in excess of the Respondent's insurance and shall not contribute with it.
  - e. With respect to CGL and Excess liability insurance, Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance.
  - f. Self-insured retentions must be declared to the County.
  - g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the contracted work.

- h. Respondent shall furnish the County with Certificates of Insurance upon request.
  - i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.
  - j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph. All reasonable expenses incurred by Respondent up to the date of termination shall be reimbursed.
12. Respondent agrees to comply with all applicable federal, state or local laws and

regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Respondent and Respondent’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
17. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
18. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Respondent. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Respondent. No additional payments,



penalties and/or early termination charges shall be required upon termination of the Agreement.

19. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-4171, or fax 630-553-4214, with copy sent to:

Kendall County State's Attorney,  
807 W. John Street  
Yorkville, Illinois, 60560  
fax (630) 553-4204.

And, in the case of Respondent, to:

Melissa Henriksen  
NIU – 148 N 3<sup>rd</sup> Street  
DeKalb, IL 60115  
mhenriksen@niu.edu

20. Respondent certifies that Respondent, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.
21. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Respondent or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Respondent or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
22. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an



attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
  1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.  
NO
  2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received. N/A
  3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards? NO
24. Respondent and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
25. Respondent agrees to comply with [The Davis Bacon Act](#) — 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis- Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis- Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
26. The County and/or Respondent's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term,

condition, or covenant, or the breach thereof.

27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
28. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
29. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
30. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.