

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Wednesday, April 7, 2021 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Approval of a Resolution Honoring Janet M. Stroup
 - B. National County Government Month Proclamation
 - C. Recognition of Arab American Heritage Month
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from March 2, 2021
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$515,131.27
8. Old Business
 - A. Approval of Call Center Professional Services from TeleDirect to Assist the Health Department with COVID-19 Vaccination Phone Calls in an Amount not to Exceed \$25,000 to be Paid from the County Board Budget
9. New Business
 - A. Approval of a 2 year contract for Electronic Monitoring Services and equipment with Securus Technologies
 - B. Approval of settlement in an amount of \$2,500 for settlement of all claims in Timothy Wisnauski v. Kendall County, et al., Northern District of Illinois Case No. 18 CV 5530
10. Elected Official Reports & Other Department Reports
11. Standing Committee Reports
 - A. Admin HR
 1. Approval of Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement
 2. Approval of Resolution Extending the Agreement with Voluntary Action Center of Northern Illinois to run the Kendall Area Transit program
 3. Approval of a CASA Lease Rider for an annual event to be held in the HHS parking lot
12. Special Committee Reports
13. Other Business
14. Chairman's Report

Appointment(s)

Robyn Vickers (replacing Matt Kellogg) PBZ Committee

Todd Reppy – Lisbon Seward Fire Protection District – 3 year term – Expires 2024

15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

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

COUNTY OF KENDALL, ILLINOIS

Resolution Honoring Janet M. Stroup

Resolution 21- _____

WHEREAS, Janet M. Stroup has served the Office of the Kendall County State's Attorney's Office over the past 41 plus years; and

WHEREAS, Janet M. Stroup started in the Kendall County State's Attorney's Office in 1974 under State's Attorney Dallas Ingemunson; and

WHEREAS, Janet M. Stroup, left in 1978 to have her family and returned in 1982 under State's Attorney Dallas Ingemunson; and

WHEREAS, Janet M. Stroup was appointed Office Manager by State's Attorney Timothy McCann on December 1, 1996, and served and remained Office Manager under State's Attorneys Melissa Barnhart and Eric Weis until her retirement; and

WHEREAS, Janet M. Stroup, assisted in the move and revamping of the State's Attorney's Office to two different locations, and further helped implement the current technology and filing systems in the State's Attorney's Office; and

WHEREAS, Janet M. Stroup is highly respected by the State's Attorney's Office, Judges, Attorneys and the entire Courthouse Staff; and

WHEREAS, Janet M. Stroup retired from the Kendall County State's Attorney's Office on March 24, 2021.

NOW THEREFORE BE IT RESOLVED, the Kendall County Board wishes to extend its thanks and gratitude to Janet M. Stroup for her service and dedication to the Kendall County State's Attorney's Office and to the citizens, Elected Officials and Employees of Kendall County.

Approved on April 7, 2021

Attest

Scott R. Gryder, County Board Chair

Debbie Gillette, County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS
Proclamation 21 - ____

NATIONAL COUNTY GOVERNMENT MONTH – APRIL 2021
"COUNTIES MATTER"

WHEREAS, the nation’s 3,069 counties, parishes and boroughs serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Kendall County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Gary Moore, NACo is demonstrating how “Counties Matter,” especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, the Kendall County Sheriff and his deputies remained vigilant and continued to protect and serve the residents of Kendall County during the coronavirus pandemic; and

WHEREAS, the Kendall County Health Department through cooperation with volunteers, municipalities, and school districts led the charge to vaccinate residents of Kendall County; and

WHEREAS, the Kendall County Board, in cooperation with local municipalities, applied for and received over \$600,000 in grant funding for small businesses effected by the coronavirus pandemic; and

NOW, THEREFORE, BE IT RESOLVED THAT, THE KENDALL COUNTY BOARD does hereby proclaim April 2021 as National County Government Month and encourages all county officials, employees, schools and residents to participate in county government celebration activities.

Approved this 7th day of April, 2021.

Attest:

Scott R. Gryder, County Board Chair

Debbie Gillette, County Clerk & Recorder



COUNTY OF KENDALL, ILLINOIS

Proclamation 21-_____

RECOGNITION OF ARAB AMERICAN HERITAGE MONTH

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

WHEREAS, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

WHEREAS, Arab Americans have also enriched our society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

WHEREAS, the history of Arab Americans in the US. remains neglected or defaced by misconceptions, bigotry, and anti-Arab hate in the forms of crimes and speech; and

WHEREAS, Arab American issues, such as civil rights abuses, harmful stereotyping, and bullying must be combated in the forms of education and awareness; and

WHEREAS, they join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the incredible contributions and heritage of Arab Americans have helped us build a better nation; and

NOW, THEREFORE, the Kendall County Board acknowledges that the Arab America Foundation celebrates the contributions Arab Americans have made to society, and does hereby declare April 2021 to be National Arab American Heritage Month in the great county of Kendall. We encourage county officials, employees, schools and residents to join us in this special observance.

Approved this 7th day of April, 2021

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
March 2, 2021**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, 109 W Ridge St, in the City of Yorkville on Tuesday, March 2, 2021 at 7:30 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Elizabeth Flowers (remote), Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers.

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

THE AGENDA

Member DeBolt moved to approve the agenda moving item 7C to under the Finance Committee. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Amateur Radio Operators

Chairman Gryder recognized the Amateur Radio Operators in Kendall County. Roger Bonuchi from EMA spoke about what the operators are capable of doing.

PUBLIC COMMENT

Robyn Sutcliff spoke about Grace Holistic Education Center, informing the board how the school operates.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from February 2, 2021; **B)** standing committee minutes; **D)** Fiscal Year 2021 23rd Judicial Circuit Probation and Court Services Annual Plan; **E)** Ordinance abating the taxes levied for the Year 2020 payable 2021 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019A & 2019B for the County of Kendall, Illinois. Member Kellogg seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

E) A complete copy of Ordinance 21-04 is available in the Office of the County Clerk.

NEW BUSINESS

Liquor License Fee Waiver

Member Kellogg moved to approve the fee waiver for Mike and Denise Bristol Inc. liquor license application contingent on the approval of the liquor license. Member DeBolt seconded the motion.

County Administrator Scott Koeppel explained that this is formerly the Bristol Tap that recently renewed the license on January 1, 2021, out of fairness to the new owner to waive the fee.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Reappointment of Chief Assessing Officer

Member Koukol moved to approve the reappointment of Andy Nicoletti as the Kendall County Chief Assessing Officer. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIAL REPORTS & OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Bobby Richardson from the Sheriff's Office spoke about the Sheriff's App now available for download. There have been 810 downloads so far.

STANDING COMMITTEE REPORTS

Finance

Call center Professional Services

Member Kellogg moved to approve the Call Center Professional Services to assist the Health Department with COVID-19 vaccination phone calls in an amount not to exceed \$10,000 to be paid from the County Board Budget. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Procurement Ordinance

Member Kellogg moved to approve the Kendall County Procurement Ordinance. Member Cesich seconded the motion.

Member Vickers moved to approve the Kendall County Procurement Ordinance amending page 14 Section 8 to fill in the xxxx with the correct section cited. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Flowers. **Motion carried 9-1.**

Chairman Gryder asked for a roll call vote on the amended motion. All members present voting aye except Flowers. **Motion carried 9-1.**

A complete copy of Ordinance 21-05 is available in the Office of the County Clerk.

Claims

Member Kellogg moved to approve the claims in an amount not to exceed \$381,241.76. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

COMBINED CLAIMS: ADMIN \$862.28; ANML CNTRL WRDN \$222.39; BEHAV HLTH \$489.50; CIR CT CLK \$4,506.28; CIR CRT JDG \$563.04; COMB CRT SVS \$5,849.12; COMM ACTN SVS \$32,356.54; COMM HLTH SVS \$5,922.51; CORONER \$1,980.91; CORR \$1,147.97; CNTY ADMIN \$-28.42; CNTY BRD \$9,588.73; CNTY CLK \$6,500.00; HIGHWAY \$83,649.35; ELCTN \$35,908.48; EMA DIR \$287.54; EMA \$68.10; ENVIRO HLTH \$263.40; FCLT MGMT \$13,729.23; GIS \$84.81; JURY \$36.79; MERIT \$456.00; PBZ SNR PLAN \$436.00; PBZ \$3,394.22; PRES JDG \$171.30; PROB SVS \$1,683.11; PRGM SUPP \$903.89; ROE \$224.51; SHRF \$29,067.21; ST ATTY \$3,773.24; TECH \$8,967.72; UTIL \$53,427.43; VET \$2030.00; FP \$20,664.57; SHF \$22,745.65; SHF \$29,308.36

Animal Control

Low Income Rabies

Member Cesich moved to approve the low income rabies vaccination program. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Economic Development

Revolving Loan

Member Koukol moved to approve the revolving loan fund private business loan in an amount of \$100,000 with a term of 7 years and an interest rate of 3.25% to Grace Holistic Center for Education. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

UCCI

Member Cesich reported that there are 5,000 pieces of new legislation, Ms. Cesich spoke about the census.

OTHER BUSINESS

Member Kellogg thanked Roadhouse and 4 Seasons Landscaping for providing food for the vaccination clinic volunteers.

Chairman's Report

Member Koukol moved to approve the appointments. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

APPOINTMENT

Martin Myre -Big Slough Drainage District – 3 year term – expires March 2024
Steve Jorstad – Big Slough Drainage District – 3 year term – expires March 2024
Dr Gary Schlapp – Bristol-Kendall Fire District – 3 year term – expires April 2024
Phyllis Yabsley – Bristol-Kendall Fire District – 3 year term – expires April 2024
Ruben Rodriguez – Alternate – KenCom Executive Board Liaison – Replacing Judy Gilmour

Chairman Gryder stated that the State of Illinois has approved a traffic signal at Illinois Route 126 and County Line Road.

Chairman Gryder informed the board of a Kendall extension study for Metra.

QUESTIONS FROM THE PRESS

Lucas Robinson from the Kendall County Record asked about the procurement ordinance.

EXECUTIVE SESSION

Member Cesich made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 10th day of March, 2021.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, MARCH 1, 2021**

Committee Chair DeBolt called the meeting to order at 4:00 p.m.

Roll Call: Members Present: Judy Gilmour, Scott Gryder, Matt Kellogg, Dan Koukol.

With all members present, a quorum was formed to conduct business.

Others Present: Facilities Management Director Jim Smiley, County Administrator Scott Koepfel.

Approve the February 1, 2021 Facilities Committee Meeting Minutes – There were no changes to the February 1, 2021 minutes; Member Gilmour made a motion to approve the minutes, second by Member Kellogg. **With enough present members voting aye, the minutes were approved.** **Judy Gilmour: Yes, Scott Gryder: Yes, Matt Kellogg: Yes, Dan Koukol: Yes, Brian DeBolt: Yes.**

Approval of Agenda – Member Kellogg made a motion to move agenda item 1a under New Business Chair’s Report to under public comment. Member Gilmour second the motion. **All Aye. Motion approved. Roll Call: Judy Gilmour: Yes, Scott Gryder: Yes, Matt Kellogg: Yes, Dan Koukol: Yes, Brian DeBolt: Yes.**

Public Comment – None

Old Business/Projects

1. *County board Room Remodeling Project* – Director Smiley stated the move to the new County Boardroom was on February 16, 2021. There are a few remaining items to be completed. Director Smiley is working on is the card access system to automatically lock/unlock night meetings with ease.
2. *COVID 19 Projects* – Director Smiley informed the Committee all materials have been received. Mr. Smiley is working with the Jail Commander to coordinate the installation. Director Smiley also informed the Committee the current COVID expenses the Facilities Department has spent to date this year is \$67,000.00. County Administrator Koepfel stated COVID funding for 2021 expenses may be accessible and will update status as soon as information is available.
3. *Assistant Facilities Management Director/Project Manager Position Update* – The Committee was informed the position will be reposted.
4. *Phone System Analog Line Switch to Metronet* – Director Smiley informed the Committee four (4) transcription lines in the sheriff’s department are analog lines and will need to be ported over. Once these lines have been ported over to MetroNet, all known analog lines have been completed.
5. *Courthouse Chiller replacement* – Director Smiley stated the ComEd rebate has been applied for but not approved as of yet. ComEd is offering a 30% bonus for projects like this one, which would put the rebate total up to \$43,071.52 on this project. Director Smiley stated the Committee will need to decide if the rebate will be sent directly to Trane and applied to the project cost or if Kendall County will receive the payment and pay Trane the full contracted amount.
6. *Public Safety Center MZU5 & AHU6 conversion to a Trane Water Chiller* – Director Smiley stated the ComEd rebate for this project was approved for \$2,483.00.00.

7. *Upgrade the existing Western Courthouse H.V.A.C. DDC controls with new BACnet DDC controls* – Director Smiley is waiting for a schedule from Trane for the installation of this equipment.
8. *Upgrade the existing 59 VAV boxes in the original Courthouse Western section* – Director Smiley stated two (2) shipments of equipment have been received. Trane will submit the schedule for installation of the equipment. Once the schedule is received, Mr. Smiley will work with court security on installation.
9. *Van Disposal* – Director Smiley stated the Board approved the van disposal to I55 Auto on February 12, 2021. The title was signed and I55 Auto was informed it was ready for pick up.
10. *Public Safety Center Elevator Shaft Replacement* – Director Smiley stated the miscellaneous parts for the piston assembly was unexpectedly delayed. Jim is waiting for Advanced Elevator to inform him of a new expected ship date.

New Business/Projects

1. Chair's Report

- a. *Coroner Office and KCFM space needs discussion* – Coroner Jacquie Purcell presented to the Committee the Coroner's office need for more space. Coroner Purcell is requesting to move to a new building or expand into the full building at 804 W John St, which will require the Facilities Department to relocate. Currently the Coroner's office is working within 1,000 sq. ft. space. The Committee stated many departments have project requests for space needs as well and will need to prioritize the requests and funding. Chair DeBolt plans to discuss this space need further this year.
 - b. *2021 County Office Building Capital projects discussion* – Director Smiley reminded the Committee that we are a ¼ of the way through this fiscal year. If we are planning to use an architect for further remodeling of the County Office Building we need to start soon as it takes months to have the architect develop plans and specifications, bid and buildout the projects. Mr. Smiley suggested the first area to consider is the County Clerk's needs especially the Voter's department. The Committee also discussed storage needs and reviewed floor plans of the facility. No further direction was given.
2. *Circuit Clerk Cubicle Project* – Director Smiley stated Mr. Prochaska acquired cubicles with taller walls. Mr. Smiley is analyzing the layout with the new cubicles and the space size along with time requirement needed to dismantle the old cubicle system and install the new cubicles.
 3. *Voters Cubicle Setup* – Mr. Smiley informed the Committee a new cubicle was set up in Voter's registration. The cubicle was an extra cubicle located in administration which was dismantled and reinstalled in this area. **PROJECT COMPLETE.**
 4. *Public Safety Center Projects* – Director Smiley stated the Public Safety Center purchased a machine to seal personal property of jail inmates. The machine installation needed a 208v power circuit to be installed to run to the machine. KCFM staff is installing the circuit. The Public Safety Center also purchased a multi position exercise machine the will require moving the machine to its destination, assembling and securing it to the floor.
 5. *Metronet HPBX Desk Set Phone Installations* – Director Smiley informed the Committee the next phase of the phone installation is to change all desktop phones. Mr. Smiley requested a conference call to discuss this process of the project. Director Kinsey requested one phone set be installed in each building to verify the phone operate correctly on the network before switching all the phones at once. Mr. Smiley began site surveys last week with the smaller sites and will continue this week with the bigger sites.

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
 - Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month

Questions from the Media – None

Executive Session – None

Adjournment – Chair DeBolt asked if there was a motion to adjourn. Chair DeBolt made a motion to adjourn the meeting, second by Member Gryder. Roll Call: **Judy Gilmour: Yes, Scott Gryder: Yes, Matt Kellogg: Yes, Dan Koukol: Yes, Brian DeBolt: Yes.** **With all members present voting aye, the meeting adjourned at 5:24 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING MINUTES
Wednesday, March 17, 2021

CALL TO ORDER – Chair Elizabeth Flowers called the meeting to order at 5:30pm.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Dan Koukol	EXCUSED		
Robyn Vickers	Here		

With four members present, a quorum was confirmed to conduct business.

Employees in Attendance: Gina Hauge, Scott Koeppel, Valarie McClain, Tracy Page

APPROVAL OF AGENDA – Motion made by Member Gilmour, second by Member Vickers to approve the agenda.

ROLL CALL VOTE

Committee Member	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes

With four members voting aye, the motion passed by a 4-0 vote.

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Gengler to approve the March 1, 2021 minutes.

ROLL CALL VOTE

Committee Member	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes

With four members voting aye, the motion passed by a 4-0 vote

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS - Mr. Koeppel presented a flyer and spoke about a request from CASA to run an annual Jeep and food truck fundraising event. It is required in CASA’s lease agreement to get approval from the County Board to execute any event. In an effort to streamline this event, Mr. Koeppel recommended that CASA’s lease be updated with a

rider to allow the annual event to take place in the HHS parking lot with approval from Mr. Koepfel and Ms. VanGundy, instead of bringing it to the full County Board. Mr. Koepfel would ensure the insurance is in order, and Ms. VanGundy would ensure the building is not in use and it will not cause a conflict for the Health Department. The goal is to streamline the event. Member Gilmour suggested that the event be brought before the board for event publicity. Mr. Gengler is on the CASA committee and reviewed the fundraising events that CASA promotes. Mr. Gengler mentioned that CASA may be leaving the HHS building due to space constraints. Mr. Gengler, Ms. Vickers and Ms. Flowers are in favor of streamlining. Mr. Koepfel will let CASA know to include the time of the event on the flyer. **There was consensus by the committee to forward the item to the County Board on April 7th.**

PUBLIC COMMENT – None

COMMITTEE BUSINESS

- *2020 Year End Presentation Alliant Mesirow Insurance* - Dane Mall, the account executive from Alliant Mesirow discussed events from 2020 referencing the pandemic and the public distrust with law enforcement and civil unrest. The approval of Illinois' police reform will affect the future of County's risk management and insurance coverage. Achievements include regular claims review meetings, Sheriff is an active participant, and an enhanced case management program. Alliant will monitor the Rebound program for future. Last year the Sheriff's Department developed strategies with fitness and wellness. It was very proactive. Slip/trip/fall assessment was completed with a tour of the facility. Unable to do the in person training due to COVID. ICRMT provided a 10K grant for the ARCs alert software. Loss control services were highlighted. The most significant cost drivers are the worker's compensation costs. The County is seeing favorable results on average yearly claim costs to lower costs. Success is due to a centralized risk management function, the support of the County Sheriff and partnering with ICRMT. One major goal for 2021 is to look at self-insurance retention or deductible levels. Actuaries can run loss prevention options for County consideration. Flexibility in those areas will be important for law enforcement due to the state of the insurance marketplace for law enforcement liability. Ms. Flowers questioned increasing the deductibles by asking about how many workers comp claims per year - around 25-30 claims per year. Providing options for consideration.
- *Discussion of Kendall County Copier Lease Contract* - Gina Hauge informed the board that the leases are up for renewal. The copiers are old and the technology department is looking for approval to ~~get a~~ go out for bid for new copiers for the county. Mr. Koepfel indicated this is in budget and we may realize a budget savings by switching. Motion to bid by Ms. Vickers, second by Ms. Gilmour. **Technology Staff will come back to the County Board with the lowest bid results.**

ROLL CALL VOTE

Committee Member	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes

With four members voting aye, the motion passed by a 4-0 vote

- *Approval of Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement* - Mike Neuenkirchen from the DeKalb Voluntary Action Center and Kendall Area Transit Program presented. The KAT program needs to apply annually for funding from the state for the 5311 Non-Urbanized Public Transit Grant pass through dollars along with the State Operating Assistance Grant to partially fund the KAT program, applying for \$55,000 in federal funds and \$1.3 million in downstate operating assistance funds which are matching funds. Primary funds are 65% match. The County along with local municipalities and other social service agencies contributes to fully fund the program. The application requires a resolution passed and a public hearing. Latreese Caldwell will prepare the resolution for the April 7th board meeting.

Motion to approve by Ms. Gilmour, second by Member Gengler to forward the item to the County Board for final approval.

ROLL CALL VOTE

Committee Member	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes

With four members voting aye, the motion passed by a 4-0 vote

- *Approval of Resolution Extending the Agreement with Voluntary Action Center of Northern Illinois to run the Kendall Area Transit Program* - Mike Neuenkirchen - as part of the grant, the grantee has to enter into an operating agreement with an entity to run the service. In 2010, the County asked VAC to operate the KAT program as a non-profit on a pass through basis. VAC runs the program, the dollars come to the County, and the funds are passed through to VAC to reimburse for the program. It is a federal requirement for the 5311 program. This is a second extension of an agreement from 2015. The current contract was passed in 2018, and is a three-year contract. An extension would bring KAT into compliance for an additional three years. Scott Koepfel recommends the extension of the agreement. **Motion by Member Gilmour, second by Member Gengler to forward the item to the April 7, 2021 County Board for approval.**

Ms. Flowers questioned the ridership. Mr. Neuenkirchen stated that last year ridership showed a decrease due to Covid-19. In 2019, ridership was 32k, last year it decreased to 26k, but the ridership decrease allowed for social distancing and continuation of service

during the pandemic. Ridership is increasing and expected to be back at 2019 levels. Mr. Koeppel asked that Mr. Neuenkirchen put together a summary regarding COVID challenges for the full Board discussion.

ROLL CALL VOTE

Committee Member	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes

With four members voting aye, the motion passed by a 4-0 vote.

EXECUTIVE SESSION – Not needed

ITEMS FOR THE MARCH 11, 2021 COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Resolution for Authorizing execution and amendment of the section 5311 Grant Agreement*
- *Approval of Resolution extending the agreement with voluntary Action Center of Northern Illinois to run the Kendall Area Transit program.*
- *Approval of a Copier Lease Program Agreement Bid*
- *Approval of a CASA lease Rider for an annual event to be held in the HHS parking lot*

ADJOURNMENT – Member Gilmour made a motion to adjourn the meeting, second by Member Gengler.

ROLL CALL VOTE

Committee Member	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes

With four members present voting yes, the meeting adjourned at 6:06 p.m.

Respectfully Submitted,

Suzanne Gonzalez, HR Specialist

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, March 11, 2021 at 4:00PM
Meeting Minutes**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:02p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder	Here		
Dan Koukol	Present		
Matt Kellogg		4:03p.m.	
Robyn Vickers	Here		
Amy Cesich	Present		
Elizabeth Flowers		5:20p.m.	
Brian DeBolt	Here		
Scott Gengler		4:04p.m.	
Judy Gilmour		4:03p.m.	
Ruben Rodriguez	Here		

Others Present: Matt Asselmeier, ASA Leslie Johnson, Scott Koeppel

APPROVAL OF AGENDA – Member Cesich made a motion to approve the agenda, second by Member Koukol.

ROLL CALL VOTE

Member	Vote
Matt Kellogg	Yes
Robyn Vickers	Yes
Scott Gengler	Yes
Amy Cesich	Yes
Brian DeBolt	Yes
Judy Gilmour	Yes
Ruben Rodriguez	Yes
Scott Gryder	Yes
Dan Koukol	No

With all members present voting aye, the motion carried.

APPROVAL OF CLAIMS

- *Approval to Forward Claims to County Board for Final Approval* – Member Cesich made a motion to forward the claims to the County Board for final approval, second by Member DeBolt.

ROLL CALL VOTE

Member	Vote
Ruben Rodriguez	Yes
Robyn Vickers	Yes
Amy Cesich	Yes
Brian DeBolt	Yes
Scott Gengler	Yes
Judy Gilmour	Yes
Scott Gryder	Yes
Dan Koukol	Yes
Matt Kellogg	Yes

With nine members present voting aye, the motion carried by a vote of 9-0.

DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS - None

OLD BUSINESS – None

NEW BUSINESS

- *Fox Metro Water Reclamation District's Annual Report* – District Manager Tom Muth provided an overview of the district history, operation, relationship with the County, current initiatives, their solar energy field, prairie plantings, energy efficiency (including Methane reuse), air main and blower replacement, public programs, and the South Plant Construction. Mr. Muth invited the Board to come for a tour of the facility when it is safe to do so.

From the Planning, Building and Zoning Committee:

- *Discussion of Petition 21 – 03 Request from Larry Nelson on Behalf of the L and P Nelson Trust 103 for a Major Amendment to the Special Use Permit Granted by Ordinance 2016-21 by Expanding the Uses (Banquet Facility, Nano Brewery, Micro Distillery, Year Round Seasonal Festival with Petting Zoo, Production and Sale of Sweet Cider) Allowed by Ordinance 2016-21 and Related Variances to the Property East of Creek Road and Removing the Maximum Building Number Requirement Contained in Ordinance 2016-21 at 3210 Creek Road (PINs: 01-16-300-007 and 01-21-100-005) in Little Rock Township* – Member Gengler reported that the this petition has come through all levels of the County committees - and stated that the petition had been approved by ZPAC, ZBA, RPC and PBZ, Little Rock Township, and the City of Plano.

Member Gengler explained that in 2016, the County Board granted a special use permit for a banquet facility, Nano brewery, micro distillery, petting zoo and the sale of sweet cider. The petitioner, Larry Nelson would like to expand the operation to the adjacent property on the east side of Creek Road, to include additional parking spaces, and additional buildings.

Discussion on the Right to Farm clause including the lots already platted, the County noise regulations, the surrounding sub-divisions and homes, and the additional traffic in the area

due to the operation expansion. Matt Asselmeier reviewed the nine condition changes that the petitioner is requesting, and the traffic study that the City of Plano is requesting the County to conduct. Mr. Nelson answered questions from the Board, and provided additional information about his request.

Member Gengler made a motion to forward the item to the March 16, 2021 County Board meeting for approval, second by Member Kellogg.

ROLL CALL VOTE

Member	Vote
Robyn Vickers	Yes
Amy Cesich	Yes
Brian DeBolt	Yes
Scott Gengler	Yes
Judy Gilmour	Yes
Scott Gryder	Yes
Dan Koukol	Yes
Matt Kellogg	Yes
Ruben Rodriguez	Yes

With nine members present voting aye, the motion carried by a vote of 9-0.

From the Admin HR Committee:

- *Discussion and Approval of an Amendment to the County Board Rules of Order Updating County Board Standing Committees* – Judy Gilmour reviewed the Admin HR Committee’s recommendations with the committee.

Discussion of the various committees, and the proposed changes to the current County Board Rules of Order County Board Standing Committees. **No further action was taken on this item.**

PUBLIC COMMENT – Cherie Bond, Plano Illinois expressed her feelings and questions she has on Petition 21–03 and the request for the amendment.

QUESTIONS FROM THE MEDIA – Jim Wyman, WSPY News

CHAIRMAN’S REPORT – Chairman Gryder reported on the Kendall County Metra Extension study to extend rail service to Kendall County to serve the increasing population and travel demand. Mr. Koeppel stated there was a virtual open house on the proposed Kendall Commuter Rail Extension on March 10, 2021 and said the extension study is funded through previously secured federal funds, and is examining potential new outlying yard locations in addition to new commuter rails stations in Montgomery, Oswego, Yorkville Plano and Sandwich, Illinois. Mr. Koeppel encouraged the public to complete the survey providing public feedback on the website at www.metrarail.com/kendallexension and for additional information.

REVIEW BOARD ACTION ITEMS – Chairman Gryder asked the committee to review the draft Board agenda for Tuesday, March 16, 2021.

ITEMS FOR THE MARCH 16, 2021 COUNTY BOARD AGENDA

- *Approval to Forward Claims to County Board for Final Approval*
- *Discussion and Approval of Petition 21 – 03 Request from Larry Nelson on Behalf of the L and P Nelson Trust 103 for a Major Amendment to the Special Use Permit Granted by Ordinance 2016-21 By Expanding the Uses (Banquet Facility, Nano Brewery, Micro Distillery, Year Round Seasonal Festival with Petting Zoo, Production and Sale of Sweet Cider) Allowed by Ordinance 2016-21 and Related Variances to the Property East of Creek Road and Removing the Maximum Building Number Requirement Contained in Ordinance 2016-21 at 3210 Creek Road (PINs: 01-16-300-007 and 01-21-100-005) in Little Rock Township*

EXECUTIVE SESSION – Not Needed

ADJOURNMENT - Member Cesich made a motion to adjourn the meeting, second by Member Koukol.

ROLE CALL VOTE

Board Member	Vote
Gilmour, Judy	Yes
Gryder, Scott	Yes
Koukol, Dan	Yes
Kellogg, Matt	Yes
Flowers, Elizabeth	Aye
DeBolt, Brian	Yes
Rodriguez, Ruben	Yes
Vickers, Robyn	Yes
Cesich, Amy	Yes
Gengler, Scott	Yes

With ten members present voting aye, the meeting adjourned at 5:41p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, March 11, 2021**

Call to Order - Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:00p.m.

Roll Calln

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Here		
Scott Gengler	ABSENT		
Scott Gryder	Here		
Matt Kellogg	Here		

Others Present – Latreese Caldwell, Gina Hauge, Scott Koeppel, Tracy Page

Approval of Agenda - Member Cesich made a motion to approve the agenda, second by Member Gryder.

ROLL CALL VOTE

Matt Kellogg	Yes
Brian DeBolt	Yes
Scott Gryder	Yes
Amy Cesich	Yes

With four members present voting aye, the motion carried.

Items of Business

- *Tyler Transparency Socrata Discussion* – Mr. Koeppel reported that several options have been discussed for putting the County’s financial data (budget, financial statements, reports) on the County website, and Tyler Socrata is one option. Mr. Koeppel said that the system extracts information that is already being done by employees and put in a document that is searchable and available to the public. This system would reduce the amount of time that Administration staff would need to commit to the production of budget books, etc. for Finance and Budget meetings.

Discussion on the cost, the ease of access, the transparency factor, and the need and availability of detailed information for Board members to utilize during budget meetings, and on potential timeframe for implementation.

There was consensus by the Committee to forward the item to the June 10, 2021 Committee of the Whole meeting for additional discussion.

- *Review, Discussion and Approval of Tax Levy Recommendation of Senior Levy Applications* – Latreese Caldwell reported the budget for FY21 is \$400,000. The applications were distributed to the committee for review and discussion at the April 15, 2021 meeting.

Chairman Kellogg reported that the County will receive \$25 plus million dollars from the Federal Government for Covid Relief expenses. This is a four year spend-out, with half of the funds coming in 60 days, and the remainder approximately one year later. Mr. Kellogg stated that there will be many meetings of the committee and with the Treasurer regarding these funds, and the timeframe for compliance in spending. A letter will be sent from Chairman Kellogg regarding the overseeing of the funds, and how the County will be distribute the funding. There are specific guidelines and FAQ’s that will be outlined by the Department of U.S. Treasury about how the funds are to be spent, as well as procedures that the County will follow.

Department Head and Elected Official Reports – None

Items from Other Committees – None

Public Comment – None

Questions from the Media - None

Items for the March 16, 2021 County Board Meeting - None

Items for the April 15, 2021 Committee of the Whole Meeting - None

Executive Session – Not needed

Adjournment – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion.

Amy Cesich	Yes
Scott Gryder	Yes
Brian DeBolt	Yes
Matt Kellogg	Yes

With four members present voting aye, the meeting was adjourned at 5:59p.m. by a roll call vote of 4-0.

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, March 25, 2021**

Call to Order – Vice Committee Chair Scott Gryder called the Budget and Finance Committee to order at 4:00p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Here		
Scott Gengler	Here		
Scott Gryder	Here		
Matt Kellogg	EXCUSED		

Others Present – Latreese Caldwell, Gina Hauge, Scott Koepfel, Tracy Page

Approval of Agenda - Member DeBolt made a motion to approve the agenda, second by Member Gengler.

Roll Call Vote

Scott Gengler	Yes
Amy Cesich	Yes
Brian DeBolt	Yes
Scott Gryder	Yes

With four members present voting aye, the motion carried.

Approval of Claims – Member DeBolt made a motion to forward the claims to the County Board for approval, second by Member Gengler.

Roll Call Vote

Brian DeBolt	Yes
Scott Gengler	Yes
Amy Cesich	Yes
Scott Gryder	Yes

With four members present voting aye, the motion carried.

Items of Business

- *Discussion of the American Rescue Plan Act of 2021* – Mr. Koepfel provided an overview of the American Rescue Plan Relief program which is large amounts of funding coming to states,

counties and municipalities. This funding will be sent to the County and separately to municipalities. The funds will be divided in two tranches with 50 percent being delivered within 60 days of enactment, and the second tranche being delivered no sooner than 12 months later. Mr. Koeppel reported that the County will receive \$25Million, and will receive \$12.5Million with each tranche. The second tranche is contingent on an updated certification of continuing need, and an assessment of the County’s unemployment rate. Eligible use of funds includes: Response to Covid-19, Costs Incurred, Replaced Revenue, Investment, and Public Sector Wages.

Discussion on each area, planning, accountability, non-profit organizations that might not directly receive funding such as the Forest Preserve District and KenCom, and public engagement for community priorities. Eligible expenditure areas and recipients include revenue recovery, individual assistance, business assistance, Economic Development, Public facilities and schools, Transportation entities, Infrastructure, Regional collaboration and Not-for Profit assistance.

There was consensus by the Committee to forward the item to the April 5, 2021 Admin HR Committee for further discussion.

Department Head and Elected Official Reports – None

Items from Other Committees – None

Public Comment – None

Questions from the Media - None

Items for the April 7, 2021 County Board Meeting - *Approval of Claims*

Items for the April 15, 2021 Committee of the Whole Meeting - None

Executive Session – Not needed

Adjournment – Member Gengler made a motion to adjourn the Budget and Finance Committee meeting, Member DeBolt seconded the motion.

Amy Cesich	Yes
Scott Gryder	Yes
Brian DeBolt	Yes
Scott Gengler	Yes

With four members present voting aye, the meeting was adjourned at 4:35p.m. by a roll call vote of 4-0.

Respectfully submitted,

Valarie McClain, Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, March 8, 2021
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Robyn Vickers at 8:34a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Robyn Vickers	Here		
Ruben Rodriguez	Here		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		

With five members present, a quorum was determined for the conducting of committee business.

OTHERS PRESENT: Ariel Beauchamp, KC Soil & Water Education Coordinator; Steve Curatti, Kendall County Health Department Assistant Executive Director; Scott Koeppel, KC Administrator

APPROVAL OF AGENDA – Member Gilmour made a motion to approve the agenda, second by Member Gengler. **With five members present in agreement by roll call vote, the motion carried 5-0.**

STATUS REPORTS

- **Board of Health** – RaeAnn Van Gundy reported on the upcoming Mass Vaccination Clinics that will be held in Oswego on March 14th and March 21st from 9:00a.m. until 2:30p.m. The plan is to vaccinate 2400-2500 individuals at the clinics. The plan includes more vaccinations for the manufacturing workers, and retail workers as part of Phase 1B (Part B). Volunteers are always needed for the clinics, and those interested can get information from the County Website/Health Department or contacting Angie Hibben with the Oswego Chamber of Commerce. Ms. VanGundy reported that 1,050 vaccinations were dispensed at the Health Department last week.
- **Health Department** – Diane Alford, Community Action Director introduced Melissa Creamer and Kerri Warner who reported on the Kendall County homeless population, and their continuing efforts to find housing for soon to be displaced residents of Hide-a-way Lakes campground due to the recent sale and new owner takeover of the campground. The Health Department received a Community Action Block Grant (CABG) to assist with car repairs, clothing, and other needed support of the residents who are now scrambling to find affordable housing. The CABG grant and an Emergency Solutions Grant allowed Community Action personnel to work with the DuPage/Kendall Housing Authority for vouchers for permanent housing for the homeless that would soon be evicted. Community

Action staff is busy assisting these residents with their job search, and transition and adjustment from not paying for housing for a long time to this new responsibility.

- **Kendall County Soil and Water District** – Alyse Olson reported the annual Fish Sale deadline will be on April 7th with pick up on April 21st from 12-4:00p.m., and the Tree Sale deadline of April 1st, with pickup on April 9th from 12noon – 4:00p.m.

The District will host a free Spring Pond Seminar virtually with Biologist Seth Love on March 11th at 6:00p.m. Mr. Love, Illinois Department of Natural Resources Fisheries Biologist, will provide information on pond maintenance/care, fish stocking rates, pond shocking, chemicals, feed and related questions. Please register for the seminar with the SWCD office at 630-553-5821 x3, or email Julie Brown at jbrown.kcsxcd@gmail.com.

The District will also host a Pollinator Webinar on March 19th focusing on pollinator habitats, the benefits they provide, and how to go about creating one! Speakers include Eleanor Schumacher, IL NRCS Pollinator Liaison, Vicki Morriscal, NRCS Landscape Architect, Ellen Starr, NRCS Biologist, and Megan Andrews NRCS Soil Conservationist.

Ag in the Classroom is having a Food Drive contest between all schools in the County from March 15th – 19th to support the ongoing needs of the community. High School, Middle School and Elementary School students will participate with a winner in each group. The winning school that has the most food per pound will enjoy an agriculture themed movie party with local popcorn.

Community members can participate by donating money on the fundraising platform “Go Fund Me”. Donations will specifically support buying from local farms, and be split between the Kendall County Community Food Pantry, Helmar Lutheran Church Food Pantry, and Harvest New Beginnings Food Pantry.

Upcoming events include the week-long Farm Camp at the Dickson-Murst Farm for third through sixth graders from June 21st through June 25th and will introduce students to the historic and modern methods of farming and farm family life. Activities will include crafts, demonstrations, hands-on learning and ways to get dirt on their boots. Cost is \$150 per student and registration is available through the Conservation Foundation website: www.theconservationfoundation.org/farmcamp.

The Kendall County Farm and Safety Camp will take place on Tuesday, June 29th at Kellogg Farms in Yorkville, and is open to students age 8-12 years. Topics include Farm Machinery and safety, Livestock and Safety, Fire Safety/First Aid, Insect/Nature Safety, a Hay Rack Ride, Food, Fun and Ag Olympics. Contact Ariel at kendallaitc@gmail.com with questions or to register.

- **Water Related Groups** – No Report
- **708 Mental Health Board** – No report

OLD BUSINESS – None

NEW BUSINESS - None

CHAIRMAN'S REPORT – None

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

COUNTY BOARD ACTION ITEMS – None

EXECUTIVE SESSION – Not Needed

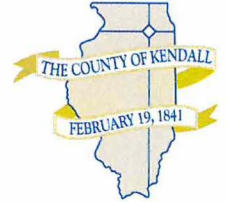
ADJOURNMENT – Member Rodriguez made a motion to adjourn the meeting, second by Member Gilmour. **With five members present in agreement by roll call vote, the motion carried 5-0, and the meeting ended at 9:04a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk



Kendall County Office of the Sheriff



Dwight A. Baird, Sheriff
 1102 Cornell Lane Yorkville Illinois 60560
 Phone: 630-553-7500 Fax: 630-553-1972
 www.co.kendall.il.us/sheriff

TO: KENDALL COUNTY BOARD
FROM: COMMANDER JEANNE RUSSO
SUBJECT: AGENDA ITEM: APPROVAL OF CONTRACT FOR ELECTRONIC MONITORING SERVICES AND EQUIPMENT
DATE: MARCH 31, 2021
CC: AS NEEDED

Greetings Board members,

In December 2020, The Kendall County Sheriff's Office began the process of assuming the responsibilities for Electronic Home Monitoring from the Court Services Division. In February of this year we conducted an Invitation to Bid (ITB) for electronic home monitoring services and equipment.

Electronic home monitoring equipment is billed on a per day/per unit basis. Securus Technologies had the lowest bid at \$2.63 per unit per day. There has been an average of 60 individuals on electronic home monitoring devices at any given time for the previous 3 months. This number includes both offenders and victims who wish to participate in the stalker alert program.

The cost of electronic home monitoring services is partially offset by payments received from participants. The Kendall County Sheriff's Office charges participants \$8.00 per day to participate in electronic home monitoring. The fees became payable to the Kendall County Sheriff's Office effective April 1, 2021. Victims are not assessed a charge for the stalker alert program. The courts have the ability to waive the fees for participants as well. For fiscal year 20/21, \$55,000 in judicial funds have been allocated to help offset the cost of waived fees.

The number of participants, as well as the number of victims and the number of cases that have fees waived fluctuate. Based on current participation, the annual cost to the county would be approximately \$11,800.00, all of which would be offset by the funds allocated by the judiciary.

Costs			Revenue				
Cost per unit per day	# of participants	Daily cost to county	Fee per unit per day	Number of participants paying	Victims	Participants Fees waived by courts	Daily revenue
\$ 2.63	64	\$ 168.32	\$ 8.00	64	14	33	\$ 136.00

Annual cost to County 11,796.80

Ready to Protect, Proud to Serve

With the current environment in law enforcement, the number of participants participating in Electronic Home Monitoring can be expected to increase exponentially over the life of the two-year contract. The number of paying participants can vary widely depending on the fee waivers issued by the judges. Also, the money allocated in FY 20/21 is not guaranteed for FY 21/22.

The attached contract has been reviewed by the Kendall County State's Attorney's office and I respectfully ask for the Board's approval to enter into this contract.

Respectfully,



Commander Jeanne Russo
Kendall County Sheriff's Office





MEMORANDUM

To: Scott Koeppel, County Administrator
Cc: Latreese Caldwell, Assistant County Administrator/PCOM
From: Mike Neuenkirchen, VP Operations, VAC
Subject: Impacts of COVID Pandemic on KAT Program
Date: 3/29/2021

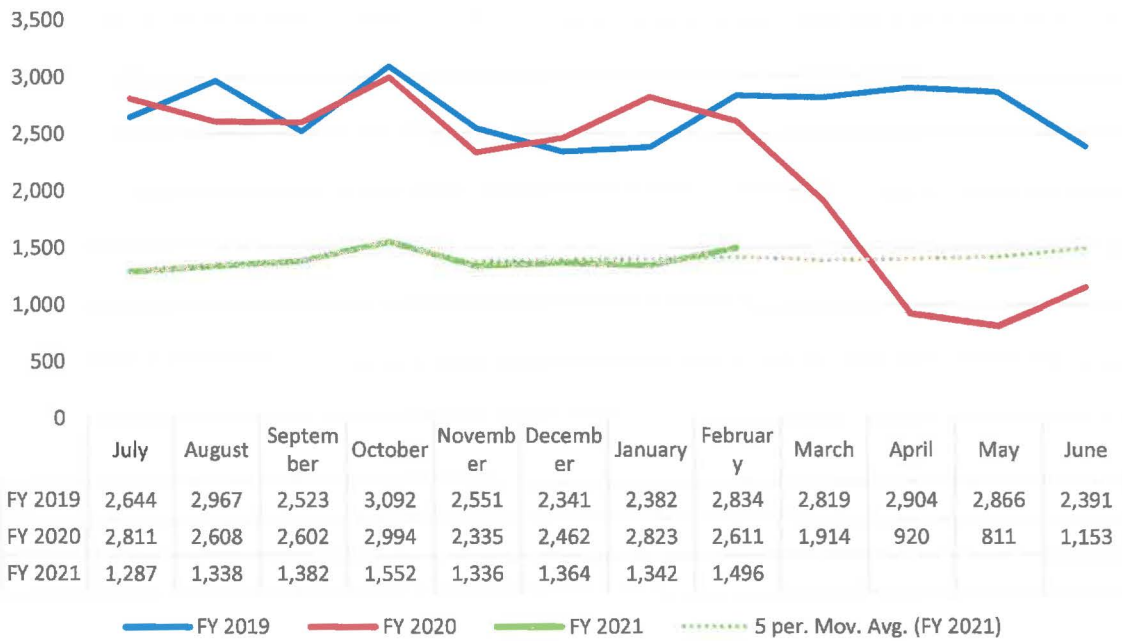
Per discussion at 3/17/21 Admin/HR Committee meeting, VAC staff were asked to provide an update on the impacts of the COVID pandemic to the KAT program.

I am pleased to report KAT has been able to remain fully operational during the COVID crisis. Starting from Governor Pritzker's initial stay-at-home order on March 21, 2020, KAT has been able to maintain services and did not need to initiate reduced routes, service hours, or area of operations.

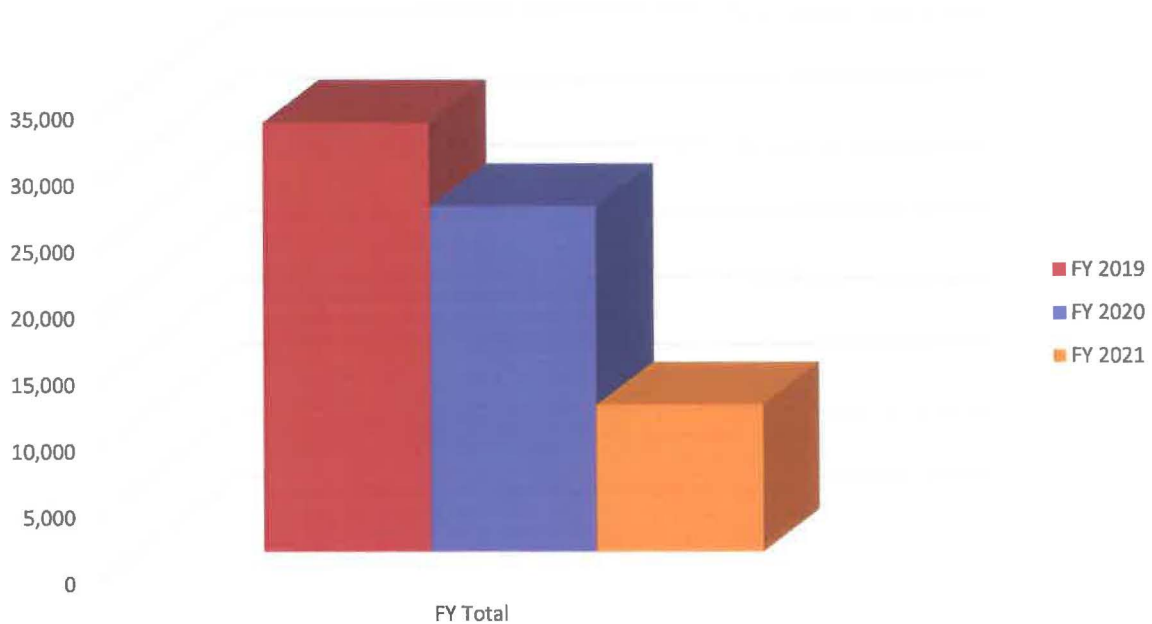
KAT did face several challenges over the course of the last year, however. While we had stocked up on items like hand sanitizers and disinfectants prior to the start of the pandemic (due to a prior bad flu season), face coverings were extremely difficult to obtain. Additionally, maintaining adequate supplies of PPE were a challenge between March and July of 2020. Further, we saw approximately 25% of our operating staff choose to retire at the beginning of the pandemic out of personal or family health concerns.

The loss of staff was compensated for by a substantial decline in trip demand. Starting in late March, 2020, KAT ridership decreased by 2/3rds in a year-over-year comparison broken out monthly. The sharp decline in ridership was mostly the result of the suspension of onsite services for several organizations for which KAT provides transit service (senior and developmentally disabled day services, senior congregate programs, Waubensee Community College, as examples), but other factors, such as delayed non-essential medical appointments or reduced employment demand, also played a role in the initial months (see ridership information below).

KAT Ridership by Month



Total Rides By Fiscal Year



***Fiscal Year 2019 was the last year unaffected by the Covid-19 pandemic. KAT's Fiscal Year runs July through June.**

****Fiscal Year 2021 is calculated through its last full month.**

The impact of reduced ridership demand further allowed KAT to offer more social distancing on our vehicles during the pandemic. Since last March, KAT has worked to limit the number of riders on our 14 passenger buses to no more than two riders at a time. Under normal circumstances, KAT routing systems will work to combine rides together for efficiency and reduce our per-trip passenger costs. Since the majority of KAT's remaining ride demand after 3/21/20 was for essential medical services and serving lower-immunity populations, we recognized limiting the number of riders on a vehicle at one time was beneficial to mitigate against the spread of COVID-19.

Other mitigation steps KAT has taken over the last year include:

- Mask requirements on vehicles (per TSA and Illinois Mask Mandates)
- Equipping staff with PPE (face coverings, eye protection, hand sanitizer, disinfectants)
- Daily disinfecting of vehicles (between trips and complete sanitization at end of shift)
- Installing protective shielding around drivers
- Temporary suspension of fare collection to reduce contact

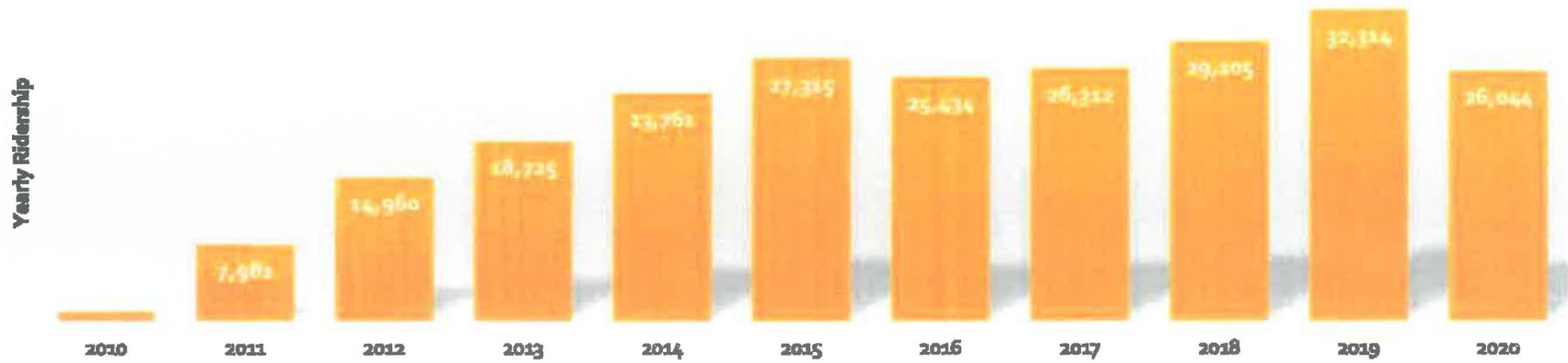
Additionally, KAT is practicing social distancing, wearing of masks, shielding, and increased sanitization procedures in our office spaces.

Further, under the Phase 1B vaccination schedule, we have seen most of our front-line KAT staff receive at least one vaccination shot as of 3/29/21. On a related note, KAT is bound by federal and state orders to abide by mask mandates until otherwise directed by FTA, TSA, and IDOT.

Finally, I would like to acknowledge the efforts of the KAT team to provide vital transit services to the public over this last year. The COVID pandemic required KAT drivers and operations staff to adapt to a rapidly changing and newly hazardous environment. Their efforts to ensure our riders receive access to critical transportation needs during this time cannot be understated.

KAT Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Paratransit Totals	1,096	7,981	14,960	18,725	23,761	27,315	25,434	26,312	29,105	32,314	26,044
Ridership Percentage Change			87%	25%	27%	15%	-7%	3%	11%	11%	-19%

KAT Fiscal Yearly Growth



*2020 program year impacted by ridership decreases due to COVID

COUNTY OF KENDALL, ILLINOIS
Resolution 21- _____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF
KENDALL COUNTY:**

Section 1. That Kendall County finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Office of Intermodal Project Implementation, Department of transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2022 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.

Section 3. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.

Section 4. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County such application.

Section 5. That the Kendall County Board acknowledges the Acceptance of Special Warranty, and understands as a condition of receipt of funds under 49 U.S.C. 5311 funds, that 49 U.S.C. 5311(b) requires fair and equitable arrangement must be made to protect the interest of employees affected by assistance.

Section 6. That the Kendall County Board Chairman of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 7. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement,

if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2022.

Section 8. That the Kendall County Administrator of Kendall County is authorized to furnish such additional 2021 information as may be required by the Office of intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 9. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this 7th day of April.

Approved:

Attest:

X

Scott R. Gryder, County Board Chairman

X

Debbie Gillette, County Clerk and Recorder

18-15

RESOLUTION TO EXTEND AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1)

WHEREAS Kendall County and Voluntary Action Center of DeKalb (collectively, the "Parties") entered into an AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1) on July 07, 2015 (the "Contract", attached as Exhibit A); and

WHEREAS Voluntary Action Center of DeKalb ("VAC") has been an exemplary partner in operating and expanding the Kendall Area Transit ("KAT") program; and

WHEREAS the KAT program is essential for developing the in improving quality of life in the County, especially amongst seniors and disabled; and

WHEREAS Section A, Paragraph 4(D), of the Contract contemplates an option to extend the Contract for an additional three years upon the written agreement of the Parties; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall

Section 1. The Parties hereby agree to extend the term of the Contract in accordance with the terms of the Contract as executed by the Parties on July 07, 2015.

Section 2. In consideration of the mutual covenants contained herein, VAC and Kendall County mutually covenant and agree as follows:

1. The Contract by its own terms, ends on July 01, 2018.
2. The parties hereby agree to exercise the option to extend the Contract for an additional three years, which will begin on July 01, 2018 and will end on July 01, 2021.
3. This Extension binds and benefits both parties and any successors and assigns. This document, including the Contract attached hereto and incorporated herein, is the entire agreement between the Parties.
4. In Section H, only positions to be notified shall be listed.
5. All other terms and conditions of the Contract remain unchanged and in full force and effect.

PRESENTED and ADOPTED by the County Board, this 21 day of March 2018.

Approved:



Scott R. Gryder, County Board Chairman

Attest:



Debbie Gillette, County Clerk and Recorder

EXHIBIT A

16AM 15:23

AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION
FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF
1991, AS AMENDED (49 U.S.C. § 5310, SECTION 5311 OF THE FEDERAL TRANSIT ACT
OF 1991, AS AMENDED (49 U.S.C. § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC
TRANSPORTATION ACT (30 ILCS 7402-1)

WHEREAS, this Pass Through Agreement, hereinafter referred to as the "Agreement", is made by and between Kendall County, Illinois, hereinafter referred to as the "Applicant", and Voluntary Action Center of DeKalb County, hereinafter referred to as the "Recipient"; and

WHEREAS, Applicant is eligible to receive pass-through funds for public transportation services from the Federal Transit Administration of the United States Department of Transportation ("U.S. DOT"), through the State of Illinois under Section 5310 of the Federal Transit Act, titled Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration, as amended (49 U.S.C. Section 5310), hereinafter referred to as "5310"; and

WHEREAS, Applicant is eligible to receive pass-through funds from the Regional Transportation Authority's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as "5311"; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as "DOAP", for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the "State", under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 7402-1 *et seq.*); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant's Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 7402-2); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the "Service Area"); and

WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

Section A. Effective Date, Service Area, Termination Date, Prior Agreement.

1. **Prior Agreements.** This Agreement revokes and replaces the previous agreement titled "Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 7402-1)," executed by the Applicant and the Recipient on November 25, 2014.
2. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's manually approved combined 5311/DOAP Application, hereinafter referred to as the "Application" to provide a demand-response route transit system on behalf of the Applicant. The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
3. **Service Area.** The Applicant authorizes the Recipient to provide community and public transportation services within the limits of Kendall County, Illinois, hereinafter referred to as the "Service Area", as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.
4. **Termination Date.**
 - a. This Agreement shall remain in effect until July 1, 2018. However, this Agreement may be terminated before July 1, 2018 if the Applicant provides sixty (60) days advance written notice to the Recipient of its intent to terminate this Agreement.
 - b. The Recipient shall have the right to terminate this Agreement before July 1, 2018 if the Recipient provides one hundred eighty (180) days prior written notice to the Applicant of its intent to terminate this Agreement, except in the event that the Applicant passes an ordinance regulating or taxing Recipient, in which case, Recipient shall have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the Applicant.
 - a. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.
 - d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three year. Any such extensions shall be executed by all parties no later than sixty (60) days prior to the termination date.

Section B. Operations

1. During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the "Project", contained in the Application.
2. Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.
3. Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.

Section C. Recipient's General Obligations

The Recipient shall furnish the following management tasks in order to continue to provide an efficient transit system.

1. **Transportation Operation including:**
 - a. Supervision of all transit personnel employed by the Recipient.
 - b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.
 - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
 - d. In partnership with Applicant, soliciting funding and service contracts with local agencies.
2. **Schedule Operations including:**
 - a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.
 - b. Seeking consensus of the Applicant and Recipient's Service Advisory Committee, hereinafter referred to as the "Committee", prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.
 - c. Posting and promoting service schedules.
3. **Employee Selection, Safety and Training including:**
 - a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
 - b. Direction and supervision of said employees' training as needed.
 - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.

4. **Required Reporting and budgeting on behalf of the Applicant including:**
 - a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant's Program Compliance Oversight Monitor, hereinafter referred to as the "PCOM".
 - b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
 - c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.
5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.
6. If, for any reason, Recipient becomes ineligible to receive funding under 5310, Recipient shall notify Applicant of its ineligibility within forty-eight (48) hours of becoming aware of its ineligibility.

Section D, General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall secure, pay for, and maintain throughout the period during which bus services is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and medical payments coverage of at least \$5,000 per person. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven error or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such times as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Hold Harmless.** Recipient hereby covenants and agrees to hold Applicant harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Recipient or which may arise or result by reason of the negligence of the Recipient, its officers, employees and/or agents.
9. **Force Majeure.** Recipient shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, emergency action, civil commotion, unavoidable casualty, unavailability of fuel, supplies or parts, and any similar acts beyond the control of the Recipient.

Section E. Amount of Grant

For eligible operating expenses incurred during the calendar year (hereinafter referred to as "fiscal year"), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5310.
2. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5311.
3. Up to 65% of Recipient's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Recipient from any other state or local agency does not exceed Recipient's actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to the performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

- 1. Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
- 2. Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the "Regulations".
- 3. Non-Discrimination.** Recipient, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination.
- 4. Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations. Recipient shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this agreement. Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this agreement. Failure by the Recipient to carry out these requirements is a material breach of the agreement, that may result in the termination of this agreement or such other remedy as the Applicant deems appropriate.

Section H. Notices

1. Any notices directed to Kendall County shall be sent to:

Jeff Wilkins
Kendall County Administrator
Kendall County
111 W. Fox St.
Yorkville, IL 60560

2. Any notices directed to Voluntary Action Center shall be sent to:

Tom Zucker
Executive Director
Voluntary Action Center
1606 Bethany Road
Sycamore, IL 60178

Section I. Miscellaneous

1. Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass through agreement and not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.
2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, hereinafter referred to as the "Act". The Act requires Recipients and subrecipients to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at <http://www.state.il.us/agency/idol/rates/rates.html>. All Recipients and subrecipients rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
3. Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

4. Recipient agrees to comply with the applicable provisions of the most current Grant Agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 et seq.).
5. Applicant and Recipient agree to comply with the Technical Services Agreement, between the Regional Transportation Authority and the Applicant, to provide eligible Section 5310 services.
6. Recipient agrees it will defend with counsel of the Applicant's choosing, indemnify and hold harmless the Applicant and their respective insurers, officers, employees, and agents harmless against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the Applicant and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to this Agreement.
7. With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. This Agreement and the Vehicle Lease Agreement collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
11. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

12. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and Recipient with respect to the subject matter hereof.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this 7 day of July, 2015.

VOLUNTARY ACTION CENTER

BY: Tom Zucker
Tom Zucker, Executive Director

WITNESS: Paul LaLonde
(print Witness name)

KENDALL COUNTY, ILLINOIS

BY: John A. Shaw
John A. Shaw, County Board Chairman

ATTEST:
BY: Debbie Gillette
Debbie Gillette, County Clerk

16AM 15.23

**AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION
FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF
1991, AS AMENDED (49 U.S.C. § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT
OF 1991, AS AMENDED (49 U.S.C. § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC
TRANSPORTATION ACT (30 ILCS 740/2-1)**

WHEREAS, this Pass Through Agreement, hereinafter referred to as the "Agreement", is made by and between Kendall County, Illinois, hereinafter referred to as the "Applicant", and Voluntary Action Center of DeKalb County, hereinafter referred to as the "Recipient"; and

WHEREAS, Applicant is eligible to receive pass-through funds for public transportation services from the Federal Transit Administration of the United States Department of Transportation ("U.S. DOT"), through the State of Illinois under Section 5310 of the Federal Transit Act, titled Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration, as amended (49 U.S.C. Section 5310), hereinafter referred to as "5310"; and

WHEREAS, Applicant is eligible to receive pass-through funds from the Regional Transportation Authority's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration; and

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WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant's Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the "Service Area"); and

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WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

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1. **Prior Agreements.** This Agreement revokes and replaces the previous agreement titled "Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)," executed by the Applicant and the Recipient on November 25, 2014.
2. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's annually approved combined 5311/DOAP Application, hereinafter referred to as the "Application" to provide a demand-response route transit system on behalf of the Applicant. The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
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The Recipient shall furnish the following management tasks in order to continue to provide an efficient transit system.

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 - b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.
 - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
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 - a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
 - b. Direction and supervision of said employees' training as needed.
 - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.

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5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.
6. **if, for any reason, Recipient becomes ineligible to receive funding under 5310, Recipient shall notify Applicant of its ineligibility within forty-eight (48) hours of becoming aware of its ineligibility.**

Section D,

General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and medical payments coverage of at least \$5,000 per person. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancellable only upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Hold Harmless.** Recipient hereby covenants and agrees to hold Applicant harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Recipient or which may arise or result by reason of the negligence of the Recipient, its officers, employees and/or agents.
9. **Force Majeure.** Recipient shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Recipient.

Section E. Amount of Grant

For eligible operating expenses incurred during the calendar year (hereinafter referred to as "fiscal year"), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5310.
2. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5311.
3. Up to 65% of Recipient's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Recipient from any other state or local agency does not exceed Recipient's actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to its performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

1. **Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
2. **Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the "Regulations".
3. **Non-Discrimination.** Recipient, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subrecipients, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination.
4. **Disadvantaged Business Enterprises.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations. Recipient shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this agreement. Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this agreement. Failure by the Recipient to carry out these requirements is a material breach of the agreement, that may result in the termination of this agreement or such other remedy as the Applicant deems appropriate.

Section H. Notices

1. Any notices directed to Kendall County shall be sent to:

Jeff Wilkins
Kendall County Administrator
Kendall County
111 W. Fox St.
Yorkville, IL 60560
2. Any notices directed to Voluntary Action Center shall be sent to:

Tom Zucker
Executive Director
Voluntary Action Center
1606 Bethany Road
Sycamore, IL 60178

Section I. Miscellaneous

1. Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass through agreement and not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurer, and/or agents for any injuries, disabilities, penalties, expenses (including attorney's fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.
2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, hereinafter referred to as the "Act". The Act requires Recipients and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at <http://www.state.il.us/agency/fidol/rates/rates.html>. All Recipients and subcontractors rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

3. Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

4. Recipient agrees to comply with the applicable provisions of the most current Grant Agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 *et seq.*).
5. Applicant and Recipient agree to comply with the Technical Services Agreement, between the Regional Transportation Authority and the Applicant, to provide eligible Section 5310 services.
6. Recipient agrees it will defend with counsel of the Applicant's choosing, indemnify and hold harmless the Applicant and their respective insurers, officers, employees, and agents harmless against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the Applicant and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to this Agreement.
7. With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. This Agreement and the Vehicle Lease Agreement collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
11. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

12. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and Recipient with respect to the subject matter hereof.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this 7 day of July, 2015.

VOLUNTARY ACTION CENTER

BY: Tom Zucker
Tom Zucker, Executive Director

WITNESS: Paul LaLonde
(print Witness name)

KENDALL COUNTY, ILLINOIS

BY: John A. Shaw
John A. Shaw, County Board Chairman

ATTEST:
BY: Debbie Gillette
Debbie Gillette, County Clerk

RESOLUTION TO EXTEND AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1

WHEREAS Kendall County and Voluntary Action Center of Northern Illinois (collectively, the “Parties”) entered into an AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1) on July 01, 2018 (the “Contract”, attached as Exhibit A); and

WHEREAS Voluntary Action Center of Northern Illinois (“VAC”) has been an exemplary partner in operating and expanding the Kendall Area Transit (“KAT”) program; and

WHEREAS the KAT program is essential for developing the in improving quality of life in the County, especially amongst seniors and disabled; and

WHEREAS Section A, Paragraph 4(D), of the Contract contemplates an option to extend the Contract for an additional three years upon the written agreement of the Parties; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall

Section 1. The Parties hereby agree to extend the term of the Contract in accordance with the terms of the Contract as executed by the Parties on 2021.

Section 2. In consideration of the mutual covenants contained herein, VAC and Kendall County mutually covenant and agree as follows:

1. The Contract by its own terms, ends of July 01, 2018.
2. The Parties hereby agree to exercise the option to extend the Contract for an additional three years, which will begin on July 01, 2021 and will end on June 30, 2024.
3. This Extension binds and benefits both parties and any successors and assigns. This document, including the Contract attached hereto and incorporated herein, is the entire agreement between the Parties.
4. In Section H, only positions to be notified shall be listed.
5. All other terms and conditions of the Contract remain unchanged and in full force and effects.

PRESENTED AND ADOPTED by the County Board, this day of 2021

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



To: Scott Koeppel
Latreese Caldwell

From: Mike Neuenkirchen, Program Director, KAT

Date: March 12, 2021

RE: SFY22 5311 Application and Resolution

The Voluntary Action Center, in conjunction with Kendall County Administration, is preparing an application on behalf of Kendall Area Transit to secure up to \$55,578.00 in Federal and \$1,300,000.00 in State of Illinois transit operating assistance. As part of the process, IDOT requires the Kendall County Board to hold a public hearing on the project and pass a resolution that authorizes the submittal of an application for the project.

This grant, under the auspices of the Federal Transit Administration's 5311 program, offers transit operators in rural counties the ability to receive reimbursement for the costs involved in providing transportation for public ridership in the KAT service area.

Our intention is to have the resolution and public hearing notice presented to the Admin/HR committee on 3/17/21 for final submission to the full board on 4/7/21.

I have included historical KAT ridership growth information for reference.

If you have any questions regarding this grant application, please contact me.

RESOLUTION TO EXTEND AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1

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3. This Extension binds and benefits both parties and any successors and assigns. This document, including the Contract attached hereto and incorporated herein, is the entire agreement between the Parties.
4. In Section H, only positions to be notified shall be listed.
5. All other terms and conditions of the Contract remain unchanged and in full force and effects.

PRESENTED AND ADOPTED by the County Board, this day of 2021

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

Sycamore, IL 60178

- 6. All other terms and conditions of the Contract remain unchanged and in full force and effects.**

PRESENTED AND ADOPTED by the County Board, this 7th day of April 2021.

Approved:

Attest:

**_____
Scott R. Gryder, County Board Chairman**

**_____
Debbie Gillette, County Clerk and Recorder**

**PUBLIC NOTICE
KENDALL COUNTY**

KENDALL COUNTY BOARD

Notice is hereby given that the Kendall County Board will hold a public hearing on April 7, 2021 at 6:00 PM at the Kendall County Office Building Room 209 & 210 at the 111 West Fox Street, Yorkville, IL. The purpose of this hearing is to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991 as amended (49 U.S.C §5311). The PURPOSE OF THE ASSISTANCE IS TO CONTINUE TO PROVIDE DEMAND RESPONSE TRANSPORTATION SERVICES WITHING Kendall County, commonly known as 'Kendall Area Transit'. All interested persons may attend and be heard. Questions can be directed to the Kendall County Office of Administrative Services, Telephone (630) 553-4834. Fax (630) 553-4214. Written comments should be directed to the Kendall County Office of Administrative Services, 111 West Fox Street, Yorkville, IL 60560 but shall only be entered as part of the record at the discretion of the Kendall County Board.

**Kendall County Office of Administrative Services
03/17/2021**

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2021-__

RESOLUTION APPROVING THE AMENDMENT TO THE KENDALL COUNTY COURT APPOINTED SPECIAL ADVOCATE LEASE AGREEMENT

WHEREAS, on January 1, 2019, the County of Kendall, Illinois (“County”) entered into a Lease Agreement (hereinafter referred to as “the Lease”) with Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as “Tenant”), a true and correct copy of said Lease is attached hereto as **Exhibit A**; and

WHEREAS, Tenant has requested approval from the County to hold annual fundraising events in the parking lot of the Kendall County Health and Human Services Building; and

WHEREAS, pursuant to Article 5 of the Lease, the parking lot where Tenant requests the Event to be held is a “common area”, which is under the exclusive control of the Landlord and the Kendall County Health Department;

WHEREAS, the County finds it is in the best interests of the citizens of Kendall County, Illinois and the Tenant to grant Tenant approval to hold annual fundraising events in the parking lot of the Kendall County Health and Human Services Building and, therefore, agrees to amend the Lease to authorize Tenant to hold the events in said location; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Kendall County, Illinois the following:

1. The above recitals are incorporated as if fully set forth herein.
2. The Amendment to the Lease, which is attached hereto as **Exhibit B**, is hereby approved in its entirety.
3. The Chairman of the Kendall County Board is hereby authorized to execute the Amendment to the Lease attached hereto as **Exhibit B**.

Approved and adopted by a majority vote of the County Board of Kendall County, Illinois, this ___ day of _____, 2021.

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

EXHIBIT A

**THE LEASE BETWEEN COUNTY AND TENANT
DATED JANUARY 1, 2019**

EXHIBIT A

14AM 18-34

2019 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND THE KENDALL COUNTY COURT APPOINTED SPECIAL ADVOCATE

This Lease Agreement (Lease) is made and entered into as of January 1, 2019, (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as "CASA").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to CASA (hereinafter referred to as "Tenant") and CASA hereby leases from the County the premises, being the office number 248 located on the second floor of the east side of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as "Premises"), for the purpose of CASA recruiting, training and supporting volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system. Said Premises are shown on Exhibit A, attached hereto and excludes all Common Areas, as defined herein.

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

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on January 1, 2019, and terminating on December 31, 2019. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof ("Option Notice") to Landlord at least 60 days before the expiration of the Initial Term or, in the event of the second, one year option, 60 days before the expiration of the first, one-year option period. If Tenant fails to provide the Option Notice at least 60 calendar days before the expiration of the term of the lease or, in the event of the second, one year option, at least 60 calendar days before the expiration of the first, one-year option period. Landlord may agree to waive the 60 calendar day notice requirement and allow Tenant to exercise the applicable option period. Any waiver thereof, must be in writing and signed by Landlord. If Tenant delivers a valid Option Notice or if Landlord agrees to waive the 60 calendar day notice requirement and allows Tenant to exercise the applicable option period, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of

EXHIBIT A

the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

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

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, for the period of January 1, 2019 to December 31, 2019. Tenant shall make monthly rental payments in the amount of \$400.00, each full payment shall be made by the first day of the month, with the first payment being made January 1, 2019.

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

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

4. PROPERTY

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

5. COMMON AREA.

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

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional

EXHIBIT A

signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal; any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area. Common Areas shall be used by Tenant and its employees, agents, representatives, licensees, and invitees only for normal activities: parking, ingress, and egress to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

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

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1, 2019, and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees,

EXHIBIT A

contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance.

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

7.4 **Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

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

8. USE.

8.1 The Premises shall be used for CASA to recruit, train and support volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise

EXHIBIT A

any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

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

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

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

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

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

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

10. UTILITIES.

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

10.2 Standard Use. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment

EXHIBIT A

installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.

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

11. MECHANICS LIENS.

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

12. DEFAULTS, REMEDIES.

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

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

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

EXHIBIT A

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

13. DESTRUCTION.

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

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of the Rent amounts owed unless and until the parties agree in writing on the amount thereof.

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

14. SIGNS AND DISPLAYS.

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

15. COMPLIANCE WITH LAWS.

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

EXHIBIT A

Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

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

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

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

18. ATTORNEY'S FEES.

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

19. LIMITATION ON LIABILITY.

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

20. NOTICES.

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

EXHIBIT A

21. MISCELLANEOUS.

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

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

21.3 **Governing Laws.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 **Force Majeure.** If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

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

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

21.7 **Entire Agreement; Modification.** This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the

EXHIBIT A

Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

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

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

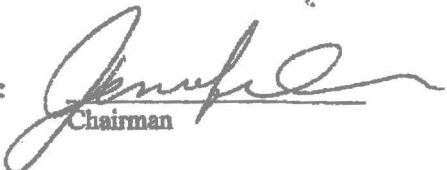
21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

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

LANDLORD:


Chairman

TENANT:


Chairman

Address of Landlord:

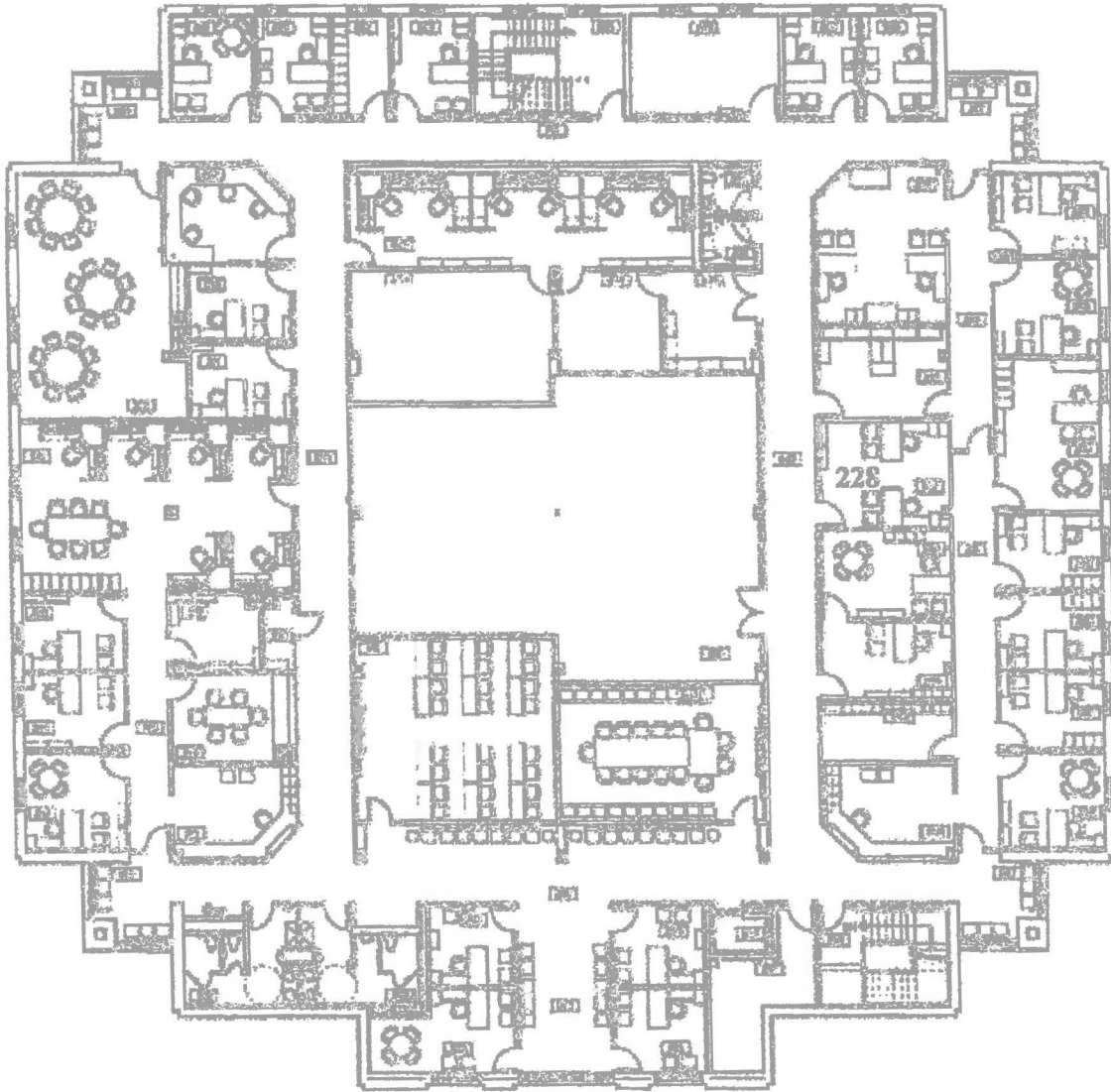
111 West Fox Street
Yorkville, IL 60560

Address of Tenant:

811 West John Street
Yorkville, IL 60560

EXHIBIT A

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



**Kendall County Health
Department
2nd Floor
CASA Space
Office 228**

EXHIBIT B

AMENDMENT TO THE KENDALL COUNTY COURT APPOINTED SPECIAL ADVOCATE LEASE AGREEMENT

The Landlord, the County of Kendall, Illinois (“County”) and the Tenant, the Kendall County Court Appointed Special Advocate (“Tenant”), hereby enter into this Amendment to the Kendall County Court Appointed Special Advocate Lease Agreement (“Amendment”) and agree as follows:

1. On January 1, 2019, the County entered into a Lease Agreement with Tenant (“the Lease”), a true and correct copy of which is attached hereto as **Exhibit A**.
2. The terms of the Lease, unless expressly modified by this Amendment, remain binding and enforceable by and against the County and Tenant.
3. By agreement of the County and Tenant, the following Article 22 is hereby added to the Lease:

22. SPECIAL EVENTS

1. Landlord authorizes Tenant to hold one one-day fundraising event per calendar year in the parking lot of the Kendall County Health and Human Services Building (hereinafter referred to as the “Event”). Said Event must be held for the purpose of fundraising for Tenant. The Event may not be held unless approved in advance by both the Kendall County Administrator and the Executive Director of the Kendall County Health Department at least fifteen (15) calendar days prior to the Event. Approval shall be at the Administrator and Executive Director’s sole discretion and subject to such conditions the Administrator and the Executive Director find appropriate.
2. Tenant shall bear sole responsibility for all Event costs. Landlord will not supply power, water, or other utilities for the Event.
3. Tenant shall ensure its Event complies with all local ordinances and applicable state and federal laws.
4. There shall be no sale and/or consumption of alcoholic beverages on Landlord’s property.
5. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord or the Kendall County Health Department, Tenant agrees that Landlord and the Kendall County Health Department shall not be liable for any injury to or death of persons or damage to property that occurs arising from or relating to the Event. Tenant shall defend with counsel of Landlord’s choosing, indemnify, and hold Landlord and the Kendall County Health Department harmless against and from any and all Claims arising from or relating to the Event, except to the extent that any

such Claim is caused by the gross negligence or willful misconduct of Landlord or the Kendall County Health Department. The terms of the indemnification by Tenant set forth in this Section 22.6 shall survive the expiration or earlier termination of this Lease.

6. At least three (3) business days before the Event occurs, Tenant shall deposit with Landlord a certificate evidencing that Tenant has obtained comprehensive special events liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for the Event. Kendall County shall be named as an Additional Insured on a Primary and Non-contributory basis with respect to all special events liability coverage. Further, the special events liability insurance policy must include a waiver of subrogation in favor of Kendall County. Kendall County shall be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Tenant's obligation to maintain the special events insurance required under this Article. The insurance required under this Article does not represent that coverage and limits will necessarily be adequate to protect Tenant, nor be deemed as a limitation of Tenant's liability to Kendall County.
7. If the County Administrator and Kendall County Health Department Executive Director deem it necessary, Tenant shall provide, at Tenant's cost, portable restrooms for all guests attending the Event.
8. Tenant must clean up immediately after the completion of the Event and shall promptly return the property to Landlord in good condition and repair. Tenant shall be responsible for all set up and clean up costs.
9. For security reasons, only staff employed by the Tenant, Landlord and the Kendall County Health Department will be permitted access inside the Kendall County Health and Human Services Building during the Event.
10. Tenant shall secure and shall be responsible for the cost and implementation of all traffic control measures necessary for the Event.
11. Tenant shall ensure that all of its food and beverage vendors comply with the following terms and conditions:
 - a. Food and beverage vendors must secure all necessary licensing and permitting necessary to prepare and serve food and beverage at the Event.
 - b. Food and beverage vendors shall not engage in any food preparation and/or cooking on-site outside of the vendor's food truck, trailer, or stand (e.g., no grills brought out and cooking beside the truck).
 - c. All water and power must be self-contained in food trucks, trailers, or stands.

d. Vendors' food trucks, trailers, and stands should be reasonably spaced in Landlord's parking lot so they do not cause damage to Landlord's property and do not create a public safety hazard in the case of fire or evacuation. If Tenant has any questions or concerns regarding the placement of the food trucks, trailer, or stands, Tenant shall contact Landlord's Facilities Management Director, Jim Smiley, for assistance.

12. When approving an Event, the County Administrator and Kendall County Health Department Executive Director may impose additional conditions for Tenant's Event as the Administrator and Executive Director, in their sole discretion, find appropriate. Said conditions shall be given to the Tenant in writing, and Tenant must follow the conditions when holding its Event.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives on the date signed.

**Kendall County Court Appointed
Special Advocate**

Kendall County, Illinois

Date: _____

Date: _____

Attest: _____
Kendall County Clerk

2nd Annual CASA JEEP RIDE "Jeepin Eyes On Kids"

Supporting Kendall County's Abused & Neglected Kids

Sponsored by Dempsey!

**Saturday, May 1st
2021**

**35+ Mile Ride, Rain
or Shine**

**\$25 per Jeep
Register at**

www.CASAKendallCounty.org

**Start and end at
Health & Human
Services, 811 W.
John St. Yorkville**

**Grab some food at
one of the food
trucks and try to
win one of our
awesome raffle
prizes before you
leave!**



**To comply with Covid-19
restrictions, please bring
chairs to eat at your
vehicle if you plan to stay
and eat after the ride.
Parking will be 6ft apart.
Food truck lines will be
distanced as well.**

**Thank you JB's
Mobile Munchies
and Tipsy Treats**



**CASA Kendall County
Court Appointed Special Advocates
www.casakendallcounty.org**