

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560  
Tuesday, October 5, 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
6. Public Comment
7. Consent Agenda
  - A. Approval of County Board Minutes from September 7, 2021
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$ 955,942.61
  - D. Approval of an IGA between Kendall County and the State of Illinois Emergency Management Agency
  - E. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
  - F. Approval of Amendment to the Section 5311 Grant Agreement
  - G. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Knights of Columbus Council
8. Old Business
9. New Business
10. Elected Official Reports & Other Department Reports
11. Standing Committee Reports
  - A. Finance
    1. Approval of the Kendall County Fiscal Year 2022 Tentative Budget
    2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Mutual Grounds
    3. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Two by Two Family Ministry
    4. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with American Legion Post 489 Yorkville
    5. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Oswego Senior Center
    6. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Open Door Rehabilitation Center
    7. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Kendall County Fair Association
    8. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Digtown Volleyball
    9. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Senior Service Associates
12. Special Committee Reports
13. Other Business
14. Chairman's Report

**Appointments**

Jennifer Jones Sinnott – KenCom Executive Board Alternate (Village of Oswego)

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.

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
September 7, 2021**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building 111 W Fox St, in the City of Yorkville on Tuesday, September 7, 2021 at 6:00 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Member(s) absent: None.

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

**THE AGENDA**

Member Gilmour moved to approve the agenda with combining items 11B 1 & 2 into 1 and moving 7E to Law Justice and Legislation. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

**SPECIAL RECOGNITION**

Member Koukol moved to approve the resolution establishing Constitution Week 2021. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 21-32 is available in the Office of the County Clerk.

**PUBLIC COMMENT**

Ron Mattson spoke about laws, rights and natural law along with the 2<sup>nd</sup> amendment and the right to bear arms.

Erik Mattson spoke about the National debt and disarming the population has a very predictable result. The problem is people not fire arms and the availability of arms.

Keri Gaul stated that we should be able to keep and bear arms. This is a civil rights issue and hopes that the board passes the resolution.

Karen Campbell stated that she does not see where anyone is taking weapons away, this is a safety issue. Those that want guns are acceptable and do not have issues that should prohibit them from getting guns.

Andrew Shaw thanked the Law and Justice committee for passing the resolution on to the full board. He also appreciated the EMA data regarding the Coronavirus.

Rebecca Nelson informed the board of a FOIA request that she sent to the Illinois Department of Public Health regarding COVID data.

Anthony Cella spoke about the positives of FOID and concealed carrying gun owners, they teach and safely operate guns. Law abiding citizens are not the problem, punish those individuals that are not law abiding citizens that use guns in an unsafe manner.

Sherry Hendrickson stated that she has not heard anyone speak for the Grubers and how gun ranges effect those living next to and selling their homes next to a gun range. She hopes that the board decides to protect all of the citizens in the county.

Tom Nanninga stated that the 2<sup>nd</sup> amendment was created to protect us from a tyrannical government. Now is the time to support the 2<sup>nd</sup> amendment.

Bob Pusateri stated that he doubts a law abiding citizen purchasing a gun the correct way went out and did something bad. Criminals' can get guns without going through legal way.

Todd Milliron stated that the board room audio is good and layout is good. Mr. Milliron spoke about redistricting of the county and the process to redistrict with the input from the public.

Zach Bachmann said that the restrictions on the 2<sup>nd</sup> amendment don't prohibit one's ability to purchase a fire arm. They are there to asses one's mental ability and state to properly use a fire arm. This is not a gun issue but violence involving guns' issue.

Joe McElroy stated that the 2<sup>nd</sup> amendment resolution being discussed is basically stating that we uphold the Constitution of the United States.

**CONSENT AGENDA**

Member Cesich moved to approve the consent agenda of A) County Board minutes from August 3, 2021; B) standing committee minutes; C) claims in an amount not to exceed \$2,605,545.65; D) resolution setting the number of Assistant State's Attorneys. Member Gengler seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

**C) COMBINED CLAIMS:** ADMIN \$1,240.94; ANML CNTRL WRDN \$323.79; ASSMNT \$264.40; BEHAV HLTH \$811.97; CIR CT CLK \$6,325.08; CIR CRT JDG \$2,443.62; COMB CRT SVS \$14,854.71; COMM ACTN SVS \$43,864.90; COMM HLTH SVS \$2,444.54; CORONR \$1,217.22; CORR \$22,470.29; CNTY BRD \$108,400.20; CNTY CLK \$413.00; HIGHWAY \$211,994.61; ELECTN \$4440.44; ENVIRO HLTH \$719.38; FCLT MGMT \$12,626.80; GIS \$42.43; JURY \$376.79; KENCOM \$1,775,000.00; MERIT \$2,100.00; PBZ SNR \$865.93; PBZ \$579.58; PRSD JDGE \$2,508.37; PROB SVS \$5,048.97; PRGM SUPP \$548.01; ROE\$8,370.16; SHRF \$13,331.95; ST ATTY \$4,548.80; TECH \$4,859.00; UTIL \$65,965.75; VET \$2,328.00; FP \$8,468.40; PETIT \$4,552.92; SHF \$11,611.00; SHF \$13,583.70; CIVIL \$246,000.00

D) A completed copy of Resolution 21-33 is available in the Office of the County Clerk.

## NEW BUSINESS

### IGA Forest Preserve

Member Cesich moved to approve an Intergovernmental Agreement between the County of Kendall, IL and the Kendall County Forest Preserve District for the disbursement of American Rescue Plan Act Funds in an amount not to exceed \$330,000. Member Rodriguez seconded the motion.

County Administrator Scott Koeppel stated that the transfer will happen over several years. Member Kellogg stated that ARPA rules have added maintenance and upkeep of areas of public access due to excessive use and traffic in the past year.

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

A complete copy of IGAM 21-23 is available in the Office of the County Clerk.

### Severance Agreement

Member Cesich moved to approve a Severance Agreement and Waiver and Release of All Claims between Victoria Chuffo, the 23<sup>rd</sup> Judicial Circuit of the State of Illinois, and the County of Kendall, Illinois in the amount of \$41,272.69 in severance pay, less all required payroll withholdings. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## STANDING COMMITTEE REPORTS

### Facilities

#### Demolition

Member DeBolt moved to approve S&K Excavators demolition of 108 W Ridge St in an amount not to exceed \$19,000.00. Member Koukol seconded the motion.

Member DeBolt stated that the records will be moved to a more secure area of the Courthouse.

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

### Law Justice and Legislation

#### Conscisys Agreement

Member Gilmour moved to approve a resolution granting the Kendall County Circuit Clerk authority to enter into Agreements with Conscisys Corp on behalf of Kendall County, Illinois. Member Cesich seconded the motion.

Circuit Clerk Matt Prochaska stated that this will allow the Circuit Clerk's office access to electronic search warrants.

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

A complete copy of Resolution 21-34 is available in the Office of the County Clerk.

#### Second Amendment

Member Gilmour moved to approve a resolution declaring full support of the Second Amendment of the Constitution of the United States of America. Member Kellogg seconded the motion.

Member Cesich moved to amend the motion to approve a resolution declaring full support of the Second Amendment of the Constitution of the United States of America by striking the last paragraph "Be It Further Resolved, that the Kendall County Board is in opposition to the enactment of any legislation by the State of Illinois that would ban the possession and use of firearms and thereby

infringe upon the Constitution Right of the People of Kendall County to keep and bear arms” Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members present voting aye include Cesich, Flowers and Vickers. Members voting nay include DeBolt, Gengler, Gilmour, Gryder, Kellogg, Koukol and Rodriguez. **Motion failed 3-7.**

Member Cesich moved to amend the original motion to approve a resolution declaring full support of the Second Amendment of the Constitution of the United States of America by changing the last paragraph to read “Be It Further Resolved, that the Kendall County Board is in opposition to the enactment of the unreasonable legislation by the State of Illinois that would or could abolish the second amendment to the Constitution and thereby infringe upon the Constitutional Right(s) of the People of Kendall County to keep and bear arms.” Member Vickers seconded the motion.

Member Kellogg called the question. Member Gengler seconded. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman Gryder asked for a roll call vote on the amendment to the original motion. Members present voting aye include Cesich, Flowers and Vickers. Members voting nay include DeBolt, Gengler, Gilmour, Gryder, Kellogg, Koukol and Rodriguez. **Motion failed 3-7.**

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

A complete copy of Resolution 21-35 is available in the Office of the County Clerk.

#### QUESTIONS FROM THE PRESS

WSPY asked about the final dollar the county has set aside for grants for not profit with the American Rescue Plan Act funds- \$2million.

#### ADJOURNMENT

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

Approved and submitted this 9th day of September, 2021.  
Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, July 29, 2021 at 5:00 PM  
SPECIAL Meeting Minutes**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – The meeting was called to order at 5:04 p.m. by County Board Chair Scott R. Gryder, who led the Pledge of Allegiance to the American Flag.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	Here		
Dan Koukol	Here		
Matt Kellogg	Here		
Robyn Vickers	Here		
Amy Cesich	<b>ABSENT</b>		
Elizabeth Flowers	Here		
Brian DeBolt	<b>ABSENT</b>		
Scott Gengler	Here		
Judy Gilmour	Here		
Ruben Rodriguez	Here		6:22 pm

**Others Present:** Latreese Caldwell, Deputy County Administrator; Scott Koeppel, County Administrator; Eric Weiss, State’s Attorney; Vicki Chuffo, Public Defender; Meagan Briganti, GIS Coordinator.

**APPROVAL OF AGENDA** – Member Kellogg made a motion to move agenda item number six (6) Discussion of the American Rescue Plan Act Funds to before agenda item number five (5) New Business, second by Member Flowers.

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

**DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS** – County Administrator Koeppel informed the committee almost everything for tonight included on the agenda, however approval of claims is not on this agenda but the claims listing is the packet for review. The approval of claims is on the Tuesday, August 3, 2021 County Board Meeting agenda.

**ITEMS OF BUSINESS**

- Discussion of the American Rescue Plan Act Funds – Member Kellogg briefed the committee on the need of positions needed for the State’s Attorney and Public Defender’s office needs under the American Rescue Plan Act. State’s Attorney Eric Weiss and Public Defender Vicki Chuffo spoke with the committee in depth on the need of his office. The censuses of the committee to move forward to the next county board meeting approval for the three (3) positions; two (2) at the State’s Attorney’s Office and one (1) with the Public Defender’s Office.

Member Kellogg informed the committee a position needed at Circuit Clerk's office which is currently under court automation. This position will be covered by the American Rescue Plan Act will be on the next county board meeting for approval. County Administrator Koepfel explained the American Rescue Plan Act fund requires the county to calculate the county's lost revenue. Once this amount is determined the county will set up the Lost Revenue Fund which has different rules than the American Rescue Plan Act. County Administrator Koepfel explained the possible uses for the fund including a cyber-security position. Discussion on the cyber security position continued.

County Administrator Koepfel demonstrated the survey monkey application process thus far. Discussion on the application questions and process. Discussion on formula for grant dollar award limits.

Member Kellogg informed the committee funding for mental health court, Sheriff's overtime and a maintenance position for Forest Preserve qualifies under the American Rescue Plan Act.

- Approval of extension of auditing contact between Mack & Associates, P.C. and Kendall County – Member Vickers made a motion to forward to the County Board for approval, second by Member Flowers.

**With seven members present voting aye, the motion was approved by a 7-0 vote.**

- Discussion and Approval of Rural Broadband Study Invitation to Bid Results – County Administrator Koepfel briefed the committee on the received bids and scoring. Member Koukol made a motion to forward to the State's Attorney Office, second by Member Vickers. Opposed: Member Gengler

**With six members present voting aye, the motion was approved by a 6-1 vote.**

- Fiscal Year 2022 Budget – Member Kellogg asked Assistant County Administrator Latreese Caldwell to inform the committee on the status of the current 2021 General Fund Budget. Member Kellogg explained the two (2) new ways to get money under the PTELL dollars. Discussion on non-union wage increases. The committee reviewed and discussed the 2022 budget submission calendar/timeline.

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – None

**CHAIRMAN'S REPORT** – None

**REVIEW BOARD ACTION ITEMS** – Review of Claims, Approval of positions in the State's Attorney's office and Public Defender's office under the American Rescue Plan Act and approval of the Mack and Associates, P.C.

**EXECUTIVE SESSION** – None

**ADJOURNMENT** – Member Vickers made a motion to adjourn the meeting, second by Member Flowers.

**With seven members present voting aye, the meeting adjourned at 6:59 p.m.**

Respectfully Submitted,

Christina Wald  
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS  
 COMMITTEE OF THE WHOLE/  
 FINANCE COMMITTEE  
 Thursday, August 26, 2021 at 5:00 PM  
 Special Meeting Minutes**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** - The meeting was called to order at 5:00p.m. by County Board Vice Chair Scott R. Gryder, who led the Pledge of Allegiance to the American Flag.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	Here		
Dan Koukol	Here		
Matt Kellogg	Here		
Robyn Vickers	Here		
Amy Cesich	Here		
Elizabeth Flowers	Here		
Brian DeBolt	Here		
Scott Gengler	Here		
Judy Gilmour	Here		
Ruben Rodriguez	Here		

**Others Present:** Presiding Judge Robert Pilmer, County Administrator Scott Koeppel, Deputy County Administrator Latreese Caldwell, WSPY Media Jim Wyman

**APPROVAL OF AGENDA** – Member Kellogg made a motion to remove agenda item number five (5) Approval of Minutes from July 29, 2021 and replace with number ten (10) Executive Session, second by Member Flowers.

**With ten members present voting aye, the motion carried by a vote of 10-0.**

**EXECUTIVE SESSION** – Member Kellogg made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees or specific individuals who serve as independent contractors in a park or recreational or education setting or specific volunteers of the public body or legal counsel for the public body, second by Member DeBolt.



ROLL CALL VOTE

<b>Board Member</b>	<b>Vote</b>
Scott Gryder	Yes
Dan Koukol	Yes
Matt Kellogg	Yes
Robyn Vickers	Yes
Amy Cesich	Yes
Elizabeth Flowers	Yes
Brian DeBolt	Yes
Scott Gengler	Yes
Judy Gilmour	Yes
Ruben Rodriguez	Yes

**With ten members present voting aye the committee entered into Executive Session at 5:11 p.m.**

**The Committee reconvened in Open Session at 5:36 p.m.**

**DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS –**

- Mr. Gryder mentioned that Kendall County Planning, Building and Zoning Committee will be holding a meeting at Boulder Hill on October 21, 2021 at 6:30 pm at the Oswego Township building. The purpose is to provide residents of Boulder Hill information about local building and zoning regulations, noise regulations and how to report complaints and concerns to the Planning, Building and Zoning department. Representatives of Oswego Township have been invited to discuss highway and property maintenance issues.
- Member DeBolt reported the Demolition Project is complete and all pertinent records will be moved to the courthouse in early September.
- Mr. Koppel reported that press release information will be sent out about masks in all county buildings.

**APPROVAL OF CLAIMS -** Member Kellogg made a motion for the approval of claims, second by Member DeBolt.

ROLL CALL VOTE:

<b>Board Member</b>	<b>Vote</b>
Scott Gryder	Yes
Dan Koukol	Yes
Matt Kellogg	Yes
Robyn Vickers	Yes
Amy Cesich	Yes
Elizabeth Flowers	Yes
Brian DeBolt	Yes
Scott Gengler	Yes
Judy Gilmour	Yes
Ruben Rodriguez	Yes

**With ten members present voting aye, the motion carried by a vote of 10-0.**

**NEW BUSINESS**

From the Admin-HR Committee:

- *Discussion 2021 Kendall County Non-Profit Grant Program* – Megan Briganti, GIS/Mapping Coordinator gave a presentation on the grant application process and the steps needed to request a grant for qualifying non-profits in Kendall County. Afterwards, Mr. Koepfel briefed the committee on the approval process and marketing of the program to the public and non-profit organizations. This will be on the September 21, 2021 Board meeting agenda for approval.
- *Discussion of American Rescue Plan Act* – Mr. Koepfel reported that through the American Rescue Plan Act he was able to fill the Finance and Budget Analyst position along with the Network Security Specialist position. Each Department will complete a form if they have an expense that meets the Act. All of the expenditures in accordance with the act will be presented to the committee. Mr. Koepfel said the Treasurer’s Office is very involved with the Act and that Ms. Ferko, Treasurer’s Office will input the vouchers and Administration Department will approve them. Funding for ARPA will also be included in the 2022 budget.
- *Fiscal Year 2022 Budget* – Ms. Caldwell briefed the committee that budget requests are due tomorrow and that she has received quite a few. Extensions have been given to a couple of Departments. She and Jennifer will be working on the budgets next week to ensure accuracy. Green books will be sent to Office Depot to be printed out for the committee.

**PUBLIC COMMENT** – Jim Wyman from WSPY asked a question in regards to the Non-Profit Grant Program.

**ADJOURNMENT** – Member Flowers made a motion to adjourn the meeting, second by Member DeBolt.

**With ten members present voting aye, the meeting adjourned at 6:35 p.m.**

Respectfully Submitted,  
Sandra Washkowiak, Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, September 16, 2021 at 8:00 AM**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – The meeting was called to order at 8:07 a.m. by County Board Chair Scott R. Gryder, who led the Pledge of Allegiance to the American Flag.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	Here		
Dan Koukol	<b>ABSENT</b>		
Matt Kellogg	Here		
Robyn Vickers	Here		
Amy Cesich	Here		
Elizabeth Flowers	Here		
Brian DeBolt	Here	8:55am	
Scott Gengler	Here	8:08am	
Judy Gilmour	Here	8:09am	
Ruben Rodriguez	Here		

**Others Present:** Latreese Caldwell, Deputy County Administrator; Scott Koeppel, County Administrator; Jennifer Karales, Finance and Budget Analyst.

**APPROVAL OF AGENDA** – Member Kellogg made a motion to remove agenda item number five (5) Approval of Minutes from July 29, 2021 & August 12, 2021 & August 26, 2021, second by Member Cesich.

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

**APPROVAL OF CLAIMS** – Member Cesich made a motion to approve claims. Member Flowers made a second.

Roll Call Vote:

<b>Committee Member</b>	<b>Vote</b>
Scott Gryder	Yes
Matt Kellogg	Yes
Robyn Vickers	Yes
Amy Cesich	Yes
Elizabeth Flowers	Yes
Scott Gengler	Yes
Judy Gilmour	Yes
Ruben Rodriguez	Yes

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

## **ITEMS OF BUSINESS**

- Member Kellogg discussed the Blue Budget books, General Fund deficit spending including Capital is \$7MM. \$1.99MM deficit does not include capital. The target is to get this number down to zero.
- Deputy County Administrator Latreese Caldwell discussed how the tabs for the departments are set up to include: salary requests, FY22 requests for funding, current fund balance, and capital.
  - Tab 1, page 1 – lists the deficit
  - Tab 1, page 2 – lists the Levy fund requests funded by Property Tax
  - Tab 1, page 3 – lists the PTELL calculation. Kendall County new dollars, can request either new construction amounts and/or CPI amount. New Construction \$381k. CPI \$312k. Member Kellogg states we have not taken CPI in last few years.
  - Tab 1, page 4 & 5 – General Fund Revenues, Transfers In, and categories of taxes totaling \$31,912 MM; 2.9% increase over prior year
  - Tab 1, page 6 & 7 – General Fund Departmental Expenditure, Transfers Out; 26.9% increase over prior year, \$8MM increase
  - Tab 1, page 8 – new salaries
  - Tab 1 – Levy, PTELL, GF Revenue and Expenses; Tab 2 – September 16 Budget Hearings; Tab 3 – September 17 Budget Hearings; Tab 4 – Organizations that will not have budget hearings; Tab 5 – Capital, Public Safety Sales Tax, Debt Service, Reserves; Tab 6 – General Fund Balance Policy and Current General Fund Balance; Tab 7 – Tentative Timelines for Budget and Levy Approval ; Tab 8 – Countywide Salary Projectoins

## **BUDGET PRESENTATIONS**

- Presiding Judge, Robert Pilmer presented the FY22 Circuit Court Judge budget requests.
- Acting Public Defender, Ken Johnson presented the FY22 Public Defender budget requests.
- Probation Director, Alice Elliott presented the FY22 Combined Court Services FY22 budget requests.
- Chief County Assessor, Andy Nicoletti presented the FY22 Assessments, Farmland Review and Board of Review budget requests.
- Facilities Management Director, Jim Smiley presented the FY22 Facilities Management, Capital Projects, and Capital Equipment budget requests.
- Health Department Director, RaeAnn VanGundy introduced Fiscal Director, Katy Williams who presented the FY22 Health Department budget requests.
- Coroner Jacqueline Purcell presented the FY22 Coroner budget requests
- State's Attorney Eric Weiss presented the FY22 State's Attorney budget requests.
- County Clerk and Recorder, Debbie Gillette presented the FY22 County Clerk and Recorder budget requests.

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – None

**ACTION ITEMS FOR COUNTY BOARD** – Claims

**EXECUTIVE SESSION** – None

**ADJOURNMENT** – Member Cesich made a motion to adjourn the meeting, second by Member DeBolt.

**With nine members present voting aye, the meeting adjourned at 11:14 a.m.**

Respectfully Submitted,

Latreese Caldwell  
Recording Secretary & Deputy County Administrator

**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Friday, September 17, 2021 at 9:00 AM**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – The meeting was called to order at 9:00a.m. by County Board Chair Scott R. Gryder, who led the Pledge of Allegiance to the American Flag.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	Here		
Dan Koukol	Here		
Matt Kellogg	Here		
Robyn Vickers	Here		
Amy Cesich	Here		
Elizabeth Flowers	Here	9:15am	
Brian DeBolt	Here	9:10am	
Scott Gengler	Here		
Judy Gilmour	Here		
Ruben Rodriguez	Here		

**Others Present:** Latreese Caldwell, Deputy County Administrator; Scott Koeppel, County Administrator; Jennifer Karales, Finance and Budget Analyst; Chief Jason Langston; Corrections Commander Jeanne Russo; Tracy Page; Chief Deputy Circuit Clerk Lynn Cullick; Animal Control Director Kelly Prestegaard.

**ITEMS OF BUSINESS**

- ARPA Non Profit Postcard Mailing Discussion – County Administrator Scott Koeppel along with Finance and Budget Analyst Jennifer Karales discussed the mailing of approximately 286 post cards to Kendall County Non Profit organizations to make them aware of the ARPA program portal dates. The postcards will be mailed on September 24, 2021 and will cost \$240.

**BUDGET PRESENTATIONS**

- Technology Director, Matt Kinsey presented the FY22 Technology budget requests.
- GIS Coordinator, Meagan Briganti presented the FY22 GIS budget requests.
- County Administrator, Scott Koeppel presented the FY22 County Board budget requests.
- EMA Director, Roger Bonuchi presented the FY22 Emergency Management budget requests.
- Sheriff Dwight Baird, Undersheriff Bobby Richardson, and Chief Deputy Mike Peters presented the FY22 Sheriff and Corrections budget requests.
- Treasurer Jill Ferko, presented the FY22 Treasurer budget requests.
- Highway Engineer, Fran Klaas presented the FY22 Highway budget requests.
- Circuit Clerk, Matt Prochaska presented the FY22 Circuit Clerk budget requests.

- County Administrator, Scott Koepfel presented the FY22 Animal Control and the FY22 Administration budget requests.
- 708 Mental Health Director, Liz Holmberg presented the FY22 708 Mental Health budget requests.
- Finance Chairman Matt Kellogg presented the five (5) budgets for those who would not present this year: Veteran's Assistance Commission, Regional Office of Education, Soil & Water, Extension Education of Illinois and CASA.
- Deputy County Administrator Latreese Caldwell mentioned the timeline to be adhered to, to get the budget and levies approved.
- Member Gilmore suggested the September 30, 2021 meeting be a Committee of the Whole Meeting.
- County Board Chairman Scott Gryder suggest next year we figure out how to use more technology and not create the large budget books. Also, the microphones need to be fixed.

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – None

**ACTION ITEMS FOR COUNTY BOARD** – None

**EXECUTIVE SESSION** – None

**ADJOURNMENT** – Member Koukol made a motion to adjourn the meeting, second by Member DeBolt.

**With ten members present voting aye, the meeting adjourned at 12:40 p.m.**

Respectfully Submitted,

Latreese Caldwell  
Recording Secretary & Deputy County Administrator

**COUNTY OF KENDALL, ILLINOIS  
BUDGET & FINANCE COMMITTEE  
Meeting Minutes for Thursday, August 12, 2021**

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**Call to Order** – Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 4:00p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Brian DeBolt	ABSENT		
Scott Gengler	ABSENT		
Scott Gryder	Present		
Matt Kellogg	Present		

**Others Present** – Latreese Caldwell, Scott Koeppl, Jennifer Karales, Sheriff Dwight Baird, Circuit Clerk Matt Prochaska.

**Approval of Agenda** - Member Gryder made a motion to approve the agenda, second by Member Cesich. **With three members present voting aye, the motion carried.**

**Approval of Claims** – Member Cesich made a motion to forward the claims to the County Board for approval, second by Member Gryder. **With three members present voting aye, the motion carried.**

**Items of Business**

- ***Approve replacement/purchase of Sheriff Squad car*** – Sheriff Baird discussed, a squad car was totaled. \$18,325 for the car was deposited in the Liability Fund. This amount is \$10,000 less than the car’s worth because we have a \$10,000 deductible. Want to replace the squad with a 2020 Ford F150 truck from Morrow Brothers Ford that cost \$37,885. Sheriff Baird is asking the Committee to approve:

- \$18,325 Liability Fund
  - \$10,000 Liability Fund
  - \$6,213 Public Safety Capital Fund
  - \$3,347 Sheriff Vehicle Fund
  - \$37,885

Chairman Kellogg stated that the Finance Committee can approve this item. The Finance Committee agreed to approve this item. County Administrator Scott Koeppl will send an agenda item to the County Clerk stating the Approval of the purchase of the Ford F150 for the purchase price of \$37,885.

- ***Discussion of long term Sheriff fleet replacement*** – Chairman Kellogg stated there is a supply chain issue for tractors, squad cars, plow trucks. Chairman Kellogg wants to



give the Sheriff flexibility in ordering squad cars now for FY22. Member Cesich made a motion to authorize the Sheriff to order 3 vehicles to be paid for from the FY22 budget. Member Gryder made a second. **With three members present voting aye, the motion carried.**

- ***Discussion of American Rescue Plan Act Funds*** – County Administrator Scott Koeppel asked questions concerning: the location of the Non-Profit Organization serving Kendall County residents; removing/including owner name; 25% of 2019 or 2020 Revenue whichever is higher up to a cap of \$25,000; different 501(c) types; budgeting for ARPA and ongoing COVID costs in FY21 and going into FY22. Chairman Kellogg stated we will continue to run the costs in their current funds and prepare a journal entry to move appropriate costs to ARPA.
- ***FY22 Budget Discussion*** – Deputy County Administrator Latreese Caldwell has met with staff to prepare salary spreadsheets. Discussed tentative budget hearing dates: September 16 & 17th. Scott Koeppel discussed the preliminary FY22 healthcare renewal forecast of 21.7%.

**Public Comment** – None

**Questions from the Media** – None

**Action Items for County Board** –

- *Approval of Claims*
- *Approval to authorize the Sheriff to order 3 vehicles to be paid for from the FY22 budget*
- *Approval of the purchase of the Ford F150 for the purchase price of \$37,885*

**Items for Committee of the Whole Meeting** - None

**Executive Session** – None

**Adjournment** – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, Member Cesich seconded the motion. **With three members present voting aye, the meeting was adjourned at 5:25p.m. by a vote of 3-0.**

Respectfully submitted,

Latreese Caldwell  
Deputy County Administrator and Recording Secretary



Participant Name	Kendall County			Agreement Number	OP-22-21-IL
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Address	111 West Fox Street	City	Yorkville	State	IL	Zip Code	60560
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Remittance Address (if different from above)	Same	City		State		Zip Code	
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Phone	(630) 553-4171	Fax		FEIN/TIN	366006598	DUNS	361779440
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Brief Description of Service (full description specified in Part 4)

Downstate Operating Assistance Program - Delivery of public transportation services in Illinois.

Total Compensation Amount	\$1,300,000.00	Advance Pay	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement Term	Start Date	Expiration Date
					07/01/21	06/30/22

**REQUIRED SIGNATURES**

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE **PARTICIPANT**:

Signature	Date

Name	Scott Gryder	Title	Board Chairperson
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Check if under \$250,000. If under \$250,000, the Secretary's signature may be delegated.

FOR THE **DEPARTMENT**:

Matt Magalis, Acting Director OIPI	Date

Omer Osman, Secretary of Transportation	Date

Delegate Name

Printed Name

Matt Magalis

Printed Title

Acting Director of OIPI

Designee Signature	Date

	Date

I	Date

**INTERGOVERNMENTAL AGREEMENT FOR**

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

Kendall County  
 111 W. Fox Street, Admin Services  
 Yorkville, IL. 60560

Attention

Scott Gryder

E-mail

sgryder@co.kendall.il.us

Taxpayer Identification Number

366006598

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Budget

**Part 1****SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** - The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.
- B. **Compensation** - Compensation (if any) shall be as specified in Part 4
- C. **Term of Agreement** - This Agreement will start 07/01/21 and will expire on 06/30/22 .  
Date Date
- D. **Amendments** - All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.
- E. **Renewal** - This Agreement may not be renewed.

**Part 2**  
**GENERAL PROVISIONS**

- A. Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Laws** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty of further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

- E. Inspection and Audit** PARTICIPANT shall permit, and shall require its contractors and auditors to permit, the DEPARTMENT, and any authorized agent of the DEPARTMENT, to inspect all work, materials, payroll, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the PARTICIPANT with regard to the Project. The DEPARTMENT may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. PARTICIPANT agrees to implement any audit findings contained in the DEPARTMENT's final audit, the PARTICIPANT's independent audit, or as a result of any duly authorized inspection or review.
- PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the PARTICIPANT or any Service Board.
- PARTICIPANT agrees to notify the DEPARTMENT of any pending federal triennial review as soon as it is scheduled and to permit the DEPARTMENT to attend same.
- F. Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if" (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

- H. Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

- I. Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of the applicable law.
- J. Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's right under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.
- K. Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.
- L. Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- M. Dispute Resolution** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT's administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions, and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions, and disputes shall be final and conclusive.

**Part 3**  
**SPECIFIC PROVISIONS**

- A. Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of the service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT's grants management system as a pay request, or through summary reports of budget actuals.
- B. Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than **August 1st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to see payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken with the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed with thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.
- D. Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data, and records in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed, and delivered to the DEPARTMENT by the PARTICIPANT.
- F. Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer, or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving, or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.
- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- I. Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on all alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and

subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

## J. Equal Employment Practice

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the PARTICIPANT agrees as follows:

- a. That it; will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  - b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  - d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT's, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to comply with the PARTICIPANT, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
  - e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
  - f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
  - g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;
2. The PARTICIPANT must have written sexual harassment policies that include, at a minim, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the PARTICIPANT's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request.



- K. Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.
- L. Tax Identification Number** PARTICIPANT certifies that:
1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
  2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and
  3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.
- M. International Boycott** The PARTICIPANT certifies that neither the PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an internally boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- N. Forced Labor** The PARTICIPANT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- O. Ethics**
1. Code of Conduct:
    - a. Personal Conflict of Interest - The PARTICIPANT shall maintain a written code or standard of conduct that shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the PARTICIPANT may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has financial or other interest in the firm selected for award:
      - i. the employee, officer, board member, or agent;
      - ii. any member of his or her immediate family;
      - iii. his or her partner; or
      - iv. an organization that employs, or is about to employ, any of the above.

The code shall also provide that PARTICIPANT's employees, officers, boards members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The DEPARTMENT may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the PARTICIPANT or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the PARTICIPANT from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
    - b. Organizational Conflict of Interest - The PARTICIPANT will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in a unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.
  2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
  3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- P. DRUG FREE WORKPLACE** PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) which mandates no participant or contract shall receive a grant or be considered for the purposes of being

awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "participant" or "contractor" means a corporation, partnership, or other entity with twenty-five or more employees at the time of issuing the Agreement, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

PARTICIPANT certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.
  - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i. abide by the terms of the statement; and
    - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the PARTICIPANT's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.
4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**Q. Equipment** The DEPARTMENT and the PARTICIPANT agree to the following:

1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT.
2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/Responsibilities) during the period of performance or the equipment's entire useful life;
3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval.
4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and
5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in PARTICIPANT's performance under this Agreement.

**R. PARTICIPANT'S Warranties** PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this

Agreement, PARTICIPANT will deliver to the DEPARTMENT:

1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
  - a. the PARTICIPANT is lawfully organized;
  - b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
  - c. the PARTICIPANT is legally authorized to enter into this Agreement; and
  - d. this Agreement will be legally binding on the PARTICIPANT.
2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

**S. Independence of PARTICIPANT** In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

## Part 4

## SCOPE OF SERVICE/RESPONSIBILITIES

**A. Project Scope** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change public transportation services or increase fares without prior written notification to the DEPARTMENT.

**B. Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2022, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2022, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), 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 PARTICIPANT from any other state or local agency for fiscal year 2022 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$1,300,000.00 subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2022 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

PARTICIPANT agrees to commit the necessary local funding to cover costs incurred in providing public transportation that are not reimbursed under this Agreement or by other federal, state or local assistance programs.

**C. Payment Procedures** The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTS shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd, and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

PARTICIPANT agrees that payment shall not constitute a final determination by the DEPARTMENT of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The DEPARTMENT reserves the right to offset any payment to satisfy any monetary claims that the DEPARTMENT may have outstanding against PARTICIPANT.

**D. Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;

3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than \$10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

**E. Ineligible operating expenses** Ineligible operating expenses include, but are not limited to, the following:

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workplace Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53);
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

**F. PARTICIPANT's Independent Audit** PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT's contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the

DEPARTMENT as required by the Act.

- G. Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

Payment issues, audit issues or any other matters pertaining to the Agreement may not be subsequently raised and are forever settled upon Project closeout.

- H. School Bus Operations** Pursuant to 20ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

- I. Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.
- J. Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney **General** and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

- K. Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the DEPARTMENT if a current or prospective legal matter emerges that may affect the DEPARTMENT. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub-agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

**APPENDIX 1**

**OPINION OF COUNSEL**

I, \_\_\_\_\_ the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for Kendall County ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-22-21-IL, Grant No. OP22-21-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

1. The recipient is an eligible Participant as defined in the Act.
2. There are no provisions in the PARTICIPANT's charter or by-laws or in the laws or rules of the State of Illinois, the United States of America, or any unit of local of government that preclude or prohibit the PARTICIPANT from entering into the Agreement.
3. The PARTICIPANT is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the PARTICIPANT and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either federal or state courts that would adversely affect this Agreement or prevent the PARTICIPANT from contracting with the State for the purpose of receiving a Downstate Operating Assistance Agreement.

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature	Date

Attorney's Name

Attorney For  
**Kendall County**

**APPENDIX 2**

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT**

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligation upon the PARTICIPANT, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARDS OF Kendall County

Section 1. That the Board Chairperson of the Kendall County enters into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary for fiscal year 2022 in order to obtain assistance under the provisions of the Act.

Section 2. That the Board Chairperson is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Kendall County for such assistance for fiscal year 2022.

Section 3. That the Board Chairperson of the Kendall County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2022.

Section 4. That while participating in said operating assistance program the Kendall County shall provide all required local matching funds.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Signature of Authorized Official	Date
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Title Board Chairperson
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**APPENDIX 3**

AGREEMENT BUDGET

**Project Budget**

**Appropriation**

Expense

Budget Code    Category

Amount

▼	501 Labor		
	501.01	Operators' Salaries and Wages	0.0000
	501.02	Training Salaries & Wages	0.0000
	501.03	Dispatchers	0.0000
	501.99	Other	25,000.0000
▼	502 Fringe Benefits		
	502.01	FICA	0.0000
	502.02	Pensions & Long Term Disability	0.0000
	502.03	Health Insurance	0.0000
	502.04	Dental Plans	0.0000
	502.05	Life Insurance	0.0000
	502.06	Short Term Disability	0.0000
	502.07	Unemployment Insurance	0.0000
	502.08	Worker's Compensation	0.0000
	502.09	Sick Leave	0.0000
	502.10	Holiday	0.0000
	502.11	Vacation	0.0000
	502.12	Other Paid Absence	0.0000
	502.13	Uniform Allowance	0.0000
	502.99	Other Fringe Benefits	0.0000
▼	503 Services		
	503.01	Management Services	0.0000
	503.02	Advertising Services	0.0000
	503.03	Professional & Technical Services	0.0000
	503.04	Temporary Services	0.0000
	503.05	Contract Maintenance	0.0000
	503.06	Custodial Services	0.0000
	503.07	Security Services	0.0000
	503.99	Other Services	0.0000
▼	504 Materials and Supplies		
	504.01	Fuel & Lubricants Consumed	0.0000
	504.02	Tires & Tubes Consumed	0.0000
	504.03	Inventory Purchases	0.0000
	504.99	Other Materials & Supplies	0.0000
▼	505 Utilities		
	505.02	Telephone	0.0000
	505.99	Other, i.e. Natural Gas, Electric, etc.	0.0000
▼	506 Casualty and Liability Costs		
	506.01	Physical Damage Insurance	0.0000
	506.03	Liability & Property Insurance	0.0000
	506.08	Other Corporate Insurance	0.0000
	506.99	Other Insurance	0.0000
▼	507 Taxes		
	507.03	Property Taxes	0.0000
	507.04	Vehicle and License Registration	0.0000
	507.05	Fuel and Lubricant Taxes	0.0000
	507.99	Other Tax	0.0000
▼	508 Purchased Transportation Service		
	508.00	Purchased Transportation Service	1,975,000.0000
▼	509 Micellaneous Expenses		

509.01	Dues and Subscriptions	0.0000
509.02	Travel and Meetings	0.0000
509.03	Tolls	0.0000
509.08	Advertising and Promotion Media	0.0000
509.99	Other Miscellaneous Expenses	0.0000
▼	511 Interest Expenses	
511.01	Long Term Debt Obligation	0.0000
511.02	Short Term Debt Obligation	0.0000
▼	512 Leases and Rentals	
512.00	Leases, Rentals, Purchase Lease Payments	0.0000
512.01	Transit Way Structures, etc.	0.0000
512.02	Passenger Stations	0.0000
512.03	Passenger Parking Facilities	0.0000
512.04	Passenger Revenue Vehicles	0.0000
512.05	Service Vehicles	0.0000
512.06	Operating Yards or Stations	0.0000
512.07	Maintenance Facilities	0.0000
512.10	Data Processing Facilities	0.0000
512.11	Revenue Collection Facilities	0.0000
▼	517 Debt Service (Urban DOAP Grantees Only)	
517.01	Debt Service - Interest	0.0000
517.02	Debt Service - Principal	0.0000
▼	518 Indirect Costs	
518.00	Indirect Costs	0.0000

Revenue	Amount
Budget Code	Category

401 Passenger Fares		
401.01	Full Adult Fares	22,629.0000
401.02	Senior Citizen Fares	51,723.0000
401.03	Student Fares	0.0000
401.04	Child Fares	0.0000
401.05	Disabled Rider Fares	33,404.0000
401.06	Parking Lot Fares	0.0000
401.99	Other Rider Fares	0.0000
402 Special Transit Fares		
402.00	Special Transit Fares	0.0000
405 Charter Service Revenues		
405.00	Charter Service Revenues	0.0000
406 Auxiliary Transportations		
406.00	Auxiliary Revenues	0.0000
407 Non-Transportation Revenues		
407.01	Sales of Maintenance Service	0.0000
407.02	Rental of Revenue Vehicles	0.0000
407.03	Rental of Buildings & Property	0.0000
407.99	Other Non-transportation Revenue	0.0000
408 Taxes Levied Directly by Transit System		
408.00	Taxes Levied Directly by Transit System	0.0000
409 Local Cash Grants and Reimbursements		
409.00	Local Cash Grants	117,265.0000
410 Local Special Fare Assistance		
410.01	Local Disabled Fare Assistance	38,667.0000
410.02	Local Senior Fare Assistance	228,133.0000
410.03	Local Student Fare Assistance	2,601.0000
410.99	Other Local Special Fare Assistance	0.0000
412 State Special Fare Assistance		
412.00	State Special Fare Assistance	0.0000
413 Federal Cash Grants and Reimbursements		
413.00	Federal Cash Grants (Section 18)	55,578.0000
413.99	Other Federal Financial Assistance	150,000.0000
414 Interest Income		
414.00	Interest Income	0.0000
430 Contributed Services		
430.00	Contributed Services	0.0000
431 Contributed Cash		
431.00	Contributed Cash	0.0000
440 Subsidy From Other Sectors of Operations		
440.00	Subsidy from other sectors of operations	0.0000
450 Casualty and Liability Recoveries		
450.01	Recoveries of Physical Damage Losses	0.0000
450.02	Recoveries of Pub Liab & Prop Damage Settlements	0.0000
Total Expenses		\$2,000,000.00
Total Revenues		\$700,000.00
Net Project Cost		\$1,300,000.00
65% of Expenses		\$1,300,000.00
Appropriation		\$1,300,000.00
Funds Requested:		
Requested Amount:		1300000.00

**DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION  
TRANSIT INTERNAL ROUTING SLIP**

<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Director on behalf of the Secretary	<input type="checkbox"/> Deputy Director
<input checked="" type="checkbox"/> Signature	<input type="checkbox"/> Director	<input checked="" type="checkbox"/> Bureau Chief
<input type="checkbox"/> CAPITAL	<input checked="" type="checkbox"/> OPERATING	<input type="checkbox"/> TECHNICAL STUDY
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Approval Memo	<input type="checkbox"/> Other:
<input type="checkbox"/> New Grant Contract	<input type="checkbox"/> Federal Application	
<input checked="" type="checkbox"/> Contract Amendment	<input type="checkbox"/> Concurrence	
<input type="checkbox"/> Inter-office Memo	<input type="checkbox"/> TDC Request	

Agency: **Kendall County**

Contract No. **OP-21-21-CARE** Grant No. **5259 (CARES-2410-20436)**

**Comments for person who is required to approve this request:**  
 Please review and approve the attached request to initiate a CARES contract amendment to add CRRSA and ARP funds in the amount of \$168,631. Total new contract amount will be 378,067.

**Information required to EXECUTE ANY AGREEMENT, i.e., contract, IGA, MOU or amendment thereto:**

This agreement is subject to:  GFRA Reporting  FFATA Reporting  Neither

If agreement is subject to FFATA Reporting, provide the following info for new federal pass-through funding only:

New Federal Funding (only)			Grantee DUNS No.:
Grant	Amount	Program	
IL-			
IL-			
IL-			
IL-			
IL-			
IL-			
<b>TOTAL</b>	<b>\$ -</b>		

Project Location (City): \_\_\_\_\_  
 Project ZIP+4: \_\_\_\_\_

Agreement Execution Date (provided by Admin): \_\_\_\_\_

**Project description for FFATA reporting:**

**Signatures required (check all applicable):**

<b>All agreements must go to Admin for dating before being returned to originator. No exceptions.</b>	<input checked="" type="checkbox"/> Originator: <i>Mackenzie Thiessen</i>	Date: <u>9/19/2021</u>
	<input checked="" type="checkbox"/> Section Chief	Date: _____
	<input checked="" type="checkbox"/> Bureau Chief	Date: _____
	<input type="checkbox"/> Deputy Director	Date: _____
	<input type="checkbox"/> Director	Date: _____
	<input type="checkbox"/> Admin Section	Date: _____
	Return to: <b>Mackenzie Thiessen</b>	



COUNTY OF KENDALL, ILLINOIS

LATREESE CALDWELL  
DEPUTY COUNTY ADMINISTRATOR

KENDALL COUNTY OFFICE BUILDING  
111 WEST FOX STREET, SUITE 316  
YORKVILLE, ILLINOIS 60560  
630.553.4839

August 24, 2021

Melissa Ohrwall  
Illinois Department of Transportation  
Office of Intermodal Project Implementation  
69 West Washington, Suite 2100  
Chicago, Illinois 60602-3134

Re: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act and the American Rescue Plan (ARP) Act for CARES Agreement Round 2

Ms. Ohrwall,

Kendall County is submitting a request to add an additional \$168,631 to our current CARES contract with the Illinois Department of Transportation. The funds would be used to cover \$1,975,000 in expenses and bring the total amount of agreement to \$378,067.

Sincerely,

Latreese Caldwell  
Kendall County Deputy County Administrator and  
IDOT Program Compliance and Oversight Monitor (PCOM)



# Grant Services Action Request



To expedite your request, please complete this form in its entirety. This information will be used in conjunction with any pertinent information in the GATU grants system, if applicable. The resulting draft document will be sent to legal for review and comment. The instructions for this form can be accessed from [here](#).

Date  
08/05/21

### From

Requesting User: Mackenzie Thiessen  
Phone: (312) 793-2332

Address: 69 W Washington, Suite 2100  
City: Chicago  
State: IL  
Zip Code: 60602

Office: Intermodal Project Implementation  
District / CO: CO  
Bureau: Transit

Is this program covered under GATA?  Yes  No

Services Requested  Agreement

CSFA #: 494-80-2410  
CSFA Program Name: CARES - Transit Program

Request to: Amend Agreement Change

### Grantee Information

Grantee Name: DeKalb County  
GATA Registration #: 671728  
NOSA SAIN # (if applicable): CARES-2410-20436

Grantee Authorized Representative: Scott Gryder  
Title: County Board Chairman

E-mail: sgryder@co.kendall.il.us  
Phone: (630) 553-4171  
 Grantee Contact is different than Authorized Representative

Grantee Contact: Latreese Caldwell  
Title: PCOM

E-mail: lcalldwell@co.kendall.il.us  
Phone: (630) 553-4839

FAIN #: IL-2021-041  
Federal Agency: Federal Transit Administration  
Federal Award Date: 06/10/22

CFDA Name: Formula Grants for Rural Areas  
CFDA#: 20.509



**Agreement Information**

Agreement Type	Agreement Method	Agreement Number	<input checked="" type="checkbox"/> Multi-Year Agreement	Number of Renewals
Amendment	UIGA	5259 (CARES-2410-	<input type="checkbox"/> Options for Renewal	

Term of Agreement (years)	Term of Agreement	Begin Date	End Date	BoBS 2832 Reporting
4		01/20/20	06/30/24	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly

Project Description  
Emergency relief funds for public transportation services

IDOT Grantor Contact Name	Title
Mackenzie Thiessen	Bureau Chief

E-mail	Phone
mackenzie.thiessen@illinois.gov	(312) 793-2332

Address	City	State	Zip Code
69 W. Washington St., Suite 2100	Chicago	IL	60601

Fiscal Year Initial Spend	<input type="checkbox"/> Grantee is a University <input type="checkbox"/> Indirect Costs	ICR Rate
FY20		0

<input type="checkbox"/> State Funds		State Appropriation	
--------------------------------------	--	---------------------	--

<input checked="" type="checkbox"/> Federal Funds	\$378,067.00	Federal Appropriation	
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<input type="checkbox"/> Match Funds		<input type="checkbox"/> State Match <input type="checkbox"/> Local Match <input type="checkbox"/> Other Match	
--------------------------------------	--	--	--

Total Value of Agreement	Amount Being Obligated
\$378,067.00	\$168,631.00

<input type="checkbox"/> Estimated <input checked="" type="checkbox"/> Do Not Exceed <input type="checkbox"/> Flat Rate <input type="checkbox"/> Schedule or Rates <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	
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Requester Comments

**Budget Revision Request**

Organization Name:	Kendall County
DUNS:	361779440
CSFA:	494-80-2410
CSFA Short Description:	CARES Act Section 5311
Fiscal Year:	2022

Budget Code	Category
Category Name	

501 Labor				
Budget Code	501 Labor	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
501.01	Operators' Salaries and Wages			
501.02	Training Salaries & Wages			
501.03	Dispatchers			
501.99	Other			

502 Fringe Benefits				
Budget Code	502 Fringe Benefits	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
502.01	FICA			
502.02	Pensions & Long Term Disability			
502.03	Health Insurance			
502.04	Dental Plans			
502.05	Life Insurance			
502.06	Short Term Disability			
502.07	Unemployment Insurance			
502.08	Worker's Compensation			
502.09	Sick Leave			
502.1	Holiday			
502.11	Vacation			
502.12	Other Paid Absence			
502.13	Uniform Allowance			
502.99	Other Fringe Benefits			

503 Services				
Budget Code	503 Services	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
503.01	Management Services			
503.02	Advertising Services			
503.03	Professional & Technical Services			
503.04	Temporary Services			
503.05	Contract Maintenance			
503.06	Custodial Services			
503.07	Security Services			
503.99	Other Services			

504 Materials and Supplies				
Budget Code	504 Materials and Supplies	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
504.01	Fuel & Lubricants Consumed			
504.02	Tires & Tubes Consumed			
504.03	Inventory Purchases			
504.99	Other Materials & Supplies			

505 Utilities				
Budget Code	505 Utilities	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
505.02	Telephone			
505.99	Other, i.e. Natural Gas, Electric, etc.			

506 Casualty and Liability Costs				
Budget Code	506 Casualty and Liability Costs	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
506.01	Physical Damage Insurance			
506.03	Liability & Property Insurance			
506.08	Other Corporate Insurance			
506.99	Other Insurance			

507 Taxes				
Budget Code	507 Taxes	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
507.03	Property Taxes			
507.04	Vehicle and License Registration			
507.05	Fuel and Lubricant Taxes			
507.99	Other Tax			

508 Purchased Transportation Service				
Budget Code	508 Purchased Transportation Service	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-
508	Purchased Transportation Service	\$ 209,436.00	\$ 168,631.00	\$ 378,067.00

509 Miscellaneous Expenses				
509.01	Dues and Subscriptions			
509.02	Travel and Meetings			
509.03	Tolls			
509.08	Advertising and Promotion Media			
509.99	Other Miscellaneous Expenses			

511 Interest Expenses				
511.01	Long Term Debt Obligation			
511.02	Short Term Debt Obligation			

512 Leases and Rentals				
512	Leases, Rentals, Purchase Lease Payments			
512.01	Transit Way Structures, etc.			
512.02	Passenger Stations			
512.03	Passenger Parking Facilities			
512.04	Passenger Revenue Vehicles			
512.05	Service Vehicles			
512.06	Operating Yards or Stations			
512.07	Maintenance Facilities			
512.1	Data Processing Facilities			
512.11	Revenue Collection Facilities			

517 Debt Service (Urban DOAP Grantees Only)				
517.01	Debt Service - Interest			
517.02	Debt Service - Principal			

518 Indirect Costs				
518	Indirect Costs			

Revenue

Category

Category Name

401 Passenger Fares				
401.01	Full Adult Fares			
401.02	Senior Citizen Fares			
401.03	Student Fares			
401.04	Child Fares			
401.05	Disabled Rider Fares			
401.06	Parking Lot Fares			
401.99	Other Rider Fares			

402 Special Transit Fares				
402	Special Transit Fares			

405 Charter Service Revenues				
405	Charter Service Revenues			

406 Auxiliary Transportations				
406	Auxiliary Revenues			

407 Non-Transportation Revenues				
407.01	Sales of Maintenance Service			
407.02	Rental of Revenue Vehicles			
407.03	Rental of Buildings & Property			
407.99	Other Non-transportation Revenue			

408 Taxes Levied Directly by Transit System				
408	Taxes Levied Directly by Transit System			

409 Local Cash Grants and Reimbursements				
409	Local Cash Grants			

410 Local Special Fare Assistance				
410.01	Local Disabled Fare Assistance			
410.02	Local Senior Fare Assistance			
410.03	Local Student Fare Assistance			
410.99	Other Local Special Fare Assistance			

412 State Special Fare Assistance				
412	State Special Fare Assistance			
413 Federal Cash Grants and Reimbursements				
413	Federal Cash Grants (Section 18)			
413.99	Other Federal Financial Assistance			
414 Interest Income				
414	Interest Income			
430 Contributed Services				
430	Contributed Services			
431 Contributed Cash				
431	Contributed Cash			
440 Subsidy From Other Sectors of Operations				
440	Subsidy from other sectors of operations			
450 Casualty and Liability Recoveries				
450.01	Recoveries of Physical Damage Losses			
450.02	Recoveries of Pub Liab & Prop Damage Settlements			
<b>Total Expenses</b>		\$ 209,436.00	\$ 168,631.00	\$ 378,067.00
<b>Total Revenue</b>		\$ -	\$ -	\$ -
<b>Net Project Cost</b>		\$ 209,436.00	\$ 168,631.00	\$ 378,067.00



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

**You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.**

### Section A – Budget Summary STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

#### **STATE OF ILLINOIS GRANT FUNDS**

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

#### **BUDGET SUMMARY – STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

***Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.***

**Section A (continued) Indirect Cost Information:** *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

**NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:**

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

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**Section A – Budget Summary (continued)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

**Section B – Budget Summary**

**NON-STATE OF ILLINOIS FUNDS**

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

**BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS**

If the applicant is required to provide or volunteers to provide ost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

***Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.***



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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### **Section C – Budget Worksheet & Narrative**

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
  - a. The specific costs or contributions by budget category;
  - b. The source of the costs or contributions; and
  - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.





## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Kendall County

Notice of Funding

22-494-80-0338-01

Data Universal Number System (DUNS) Number (enter numbers only) : 361779440

Opportunity (NOFO) Number: \_\_\_\_\_

Catalog of State Financial Assistance (CSFA) Number: 494-80-2410

CSFA Short Description: CARES Act Section 5311

**Section A: State of Illinois Funds**

Fiscal Year: 07/01/2022

<u>REVENUES</u>		<b>Total Revenue</b>
State of Illinois Grant Requested		\$ 378,067.00
<u>Budget Expenditure Categories</u>	<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>	<b>Total Expenditures</b>
1. Personnel (Salary and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$ 378,067.00
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 378,067.00
17. Total Indirect Costs	200.414	\$
Rate %: <input style="width: 150px;" type="text"/>		
Base: <input style="width: 150px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) <b>MUST EQUAL REVENUE TOTALS ABOVE</b>		\$ 378,067.00

Instructions found at end of document.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County

NOFO Number: 22-494-80-0338-01

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered by NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County

NOFO Number: 22-494-80-0338-01

**Section B: Non-State of Illinois Funds**

Fiscal Year: 07/01/2022

<b>REVENUES</b>			<b>Total Revenue</b>
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	

<b>Budget Expenditure Categories</b>	<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>		<b>Total Expenditures</b>
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) <b>MUST EQUAL REVENUE TOTALS ABOVE</b>		\$	



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County

NOFO Number: 22-494-80-0338-01

Data Universal Number System (DUNS) Number (enter numbers only) : 361779440

Fiscal Year: 07/01/2022

Catalog of State Financial Assistance (CSFA) Number: 494-80-2410

CSFA Short Description: CARES Act Section 5311

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Kendall County

Institution/Organization Name:

Kendall County

Institution/Organization Name:

Deputy County Administrator

Title (Chief Financial Officer or equivalent):

County Administrator

Title (Executive Director or equivalent):

Latreese Caldwell

Printed Name (Chief Financial Officer or equivalent):

Scott Koeppel

Printed Name (Executive Director or equivalent):

*Latreese Caldwell*, acm

Signature (Chief Financial Officer or equivalent):

*Scott Koeppel*

Signature (Executive Director or equivalent):

9/21/21

Date of Execution (Chief Financial Officer):

9/21/21

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 361779440		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: Kendall County			
Sub-recipient DBA Name: County of Kendall			
Sub-recipient Street Address: 111 W. Fox Street			
City: Yorkville	State: IL	Zip-Code: 60560	Congressional District: 11,14
Sub-recipient Principal Place of Performance:			
City: Yorkville	State: IL	Zip-Code: 60560	Congressional District: 11,14
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
	\$378,067.00	1/20/2020	6/30/2024
State of Illinois Awarding Agency and Project Detail Description:			
Emergency relief funding for public transportation services.			
<b>Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.</b>			
<b>Q1.</b> In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input checked="" type="checkbox"/> If No, you are not required to provide data.			
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
<b>Please provide names and total compensation of the top five officials:</b>			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**2). Fringe Benefits (2 CFR 200.431)**

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
State Total					
			%		Add Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding")





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**4). Equipment (2 CFR 200.439)**

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**5). Supplies (2 CFR 200.94)**

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

**Please also note the differences between subaward, contract, and contractor (vendor):**

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

	Item	Contractual Services Cost	Add/Delete Rows
1		\$378,067.00	Add Delete
	State Total	\$378,067.00	
			Add Delete
	Non-State Total		
	Total Contractual Services	\$378,067.00	

Contractual Services Narrative (State):

Transit services provided by Voluntary Action Center of Northern Illinois

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 7). Consultant Services and Expenses (2 CFR 200.459)

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**10). Research & Development (R&D) (2 CFR 200.87)**

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**11). Telecommunications**

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**12). Training and Education (2 CFR 200.472)**

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**14). Other or Miscellaneous Costs**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**15). GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description: \_\_\_\_\_

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**16). Indirect Cost (2 CFR 200.414)**

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**Budget Narrative Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$378,067.00		\$378,067.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$378,067.00		
Non-State Amount			
<b>TOTAL PROJECT COSTS</b>			\$378,067.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Kendall County
Data Universal Number System (DUNS) Number (enter numbers only) : 361779440
Notice of Funding Opportunity (NOFO) Number: 22-494-80-0338-01

Catalog of State Financial Assistance (CSFA) Number: 494-80-2410 CSFA Short Description: CARES Act Section 5311

Fiscal Year(s):

Initial Budget Request Amount:

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved: \$378,067.00

Program Approval Name Mackenzie Thiessen Program Approval Signature Date
Digitally signed by Mackenzie Thiessen
Date: 2021.09.19 14:40:38 -05'00'

Fiscal & Administrative Approval Name Fiscal & Administrative Approval Signature Date

Budget Revision Approved:

Program Approval Name Program Approval Signature Date

Fiscal & Administrative Approval Signature Fiscal & Administrative Approval Signature Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

**AGREEMENT FOR DISBURSEMENT AND USE OF  
KENDALL COUNTY’S AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 5th day of October, 2021 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Knights of Columbus Council, a non-profit 501(c)10 organization in good standing (“Grantee”). For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, earlier this year, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds from the United States Government in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Interim Final Rule”) and issued Frequently Asked Questions (“FAQs”) clarifying the Interim Final Rule; and

WHEREAS, pursuant to the Interim Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Interim Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County’s communities and population; and



WHEREAS, the Interim Final Rule permits the County to use its Recovery Funds to provide assistance to small businesses and non-profits to adopt safer operating procedures, weather periods of closure, and/or to mitigate financial hardship resulting from the pandemic; and

WHEREAS, the County finds that the pandemic has had a negative economic impact on Grantee and Grantee’s use of a portion of the County’s Recovery Funds would assist Grantee in adopting safer operating procedures, weathering periods of closures, and/or mitigating financial hardship resulting from the pandemic; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the disbursement of a portion of the County’s Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the following specific purpose(s) to respond to the negative impact faced by Grantee as a result of the pandemic:

a.

	Funds Incurred	Explain Use of Funds
Payroll	\$ - N/A	
Benefits	\$ - N/A	
Mortgage/Rent	\$ - N/A	
Utilities	\$ - N/A	
Social Distancing	\$ - N/A	
Enhanced Cleaning Efforts	\$ - N/A	
Barriers or Partitions	\$ - N/A	
COVID-19 Vaccination	\$ - N/A	
COVID-19 Testing	\$ - N/A	
Physical Plant Changes	\$ - N/A	
Contact Tracing Programs	\$ - N/A	
Technical Assistance	\$ - N/A	
Counseling	\$ - N/A	
Other	\$ 10,153.18 N/A	

**Further detail on how funds will be used:**

Due to Covid restrictions we will need to use other resources to full fill the Holiday Help request that are now coming in. With the restrictions on contact and attendance at our local church we will not be able to count on those donations of toy requests purchased and will need to provide toys from other resources. Without this grant we will have to limit the number of families and children that we will be able to provide food and gifts for. We provide food for a complete dinner to needy families for Thanksgiving and Christmas. We have had between 75 and 100 requests for food assistance. Many of the gift requests that we get are for clothing, coats and shoes/boots. We also have had requests for school supplies especially backpacks. We would use all grant money our food and these specific gift requests. This one of the ways that we see as being of service to those who really need our assistance during the Christmas season. Any extra fund will be used for purchasing food for the local food pantry,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. County’s Obligations**

In consideration for Grantee’s execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of ten thousand, one hundred, fifty-three Dollars and eighteen Cents (\$10,153.18) [ten thousand, one hundred, fifty-three Dollars and eighteen Cents \$10,153.18] to be used by Grantee for the following purpose(s):

	Funds Incurred		Explain Use of Funds
Payroll	\$	-	N/A
Benefits	\$	-	N/A
Mortgage/Rent	\$	-	N/A
Utilities	\$	-	N/A
Social Distancing	\$	-	N/A
Enhanced Cleaning Efforts	\$	-	N/A
Barriers or Partitions	\$	-	N/A
COVID-19 Vaccination	\$	-	N/A
COVID-19 Testing	\$	-	N/A
Physical Plant Changes	\$	-	N/A
Contact Tracing Programs	\$	-	N/A
Technical Assistance	\$	-	N/A
Counseling	\$	-	N/A
Other	\$	10,153.18	N/A

**Further detail on how funds will be used:**

Due to Covid restrictions we will need to use other resources to full fill the Holiday Help request that are now coming in. With the restrictions on contact and attendance at our local church we will not be able to count on those donations of toy requests purchased and will need to provide toys from other resources. Without this grant we will have to limit the number of families and children that we will be able to provide food and gifts for. We provide food for a complete dinner to needy families for Thanksgiving and Christmas. We have had between 75 and 100 requests for food assistance. Many of the gift requests that we get are for clothing, coats and shoes/boots. We also have had requests for school supplies especially backpacks. We would use all grant money our food and these specific gift requests. This one of the ways that we see as being of service to those who really need our assistance during the Christmas season. Any extra fund will be used for purchasing food for the local food pantry,

Said amounts actually disbursed to Grantee shall hereinafter be referred to as “Grant funds.”

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum amount via check payable to “Knights of Columbus Council” as soon as possible but no later than April seventh twenty twenty-two 04/07/2022.

**3. Grantee’s Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the following limited purpose(s):

	Funds Incurred	Explain Use of Funds
Payroll	\$ -	N/A
Benefits	\$ -	N/A
Mortgage/Rent	\$ -	N/A
Utilities	\$ -	N/A
Social Distancing	\$ -	N/A
Enhanced Cleaning Efforts	\$ -	N/A
Barriers or Partitions	\$ -	N/A
COVID-19 Vaccination	\$ -	N/A
COVID-19 Testing	\$ -	N/A
Physical Plant Changes	\$ -	N/A
Contact Tracing Programs	\$ -	N/A
Technical Assistance	\$ -	N/A
Counseling	\$ -	N/A
Other	\$ 10,153.18	N/A

**Further detail on how funds will be used:**

Due to Covid restrictions we will need to use other resources to full fill the Holiday Help request that are now coming in. With the restrictions on contact and attendance at our local church we will not be able to count on those donations of toy requests purchased and will need to provide toys from other resources. Without this grant we will have to limit the number of families and children that we will be able to provide food and gifts for. We provide food for a complete dinner to needy families for Thanksgiving and Christmas. We have had between 75 and 100 requests for food assistance. Many of the gift requests that we get are for clothing, coats and shoes/boots. We also have had requests for school supplies especially backpacks. We would use all grant money our food and these specific gift requests. This one of the ways that we see as being of service to those who really need our assistance during the Christmas season. Any extra fund will be used for purchasing food for the local food pantry,

- b. Grantee must spend all Grant funds within the following time period: October seventh, twenty twenty-one (10/07/2021). Through. April seventh twenty twenty-two (04/07/2022) (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than those set forth in Paragraph 3(a) above (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper

Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.

- e. By signing this Agreement, Grantee affirms its status as a nonprofit in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee.
- f. Grantee agrees to comply with ARPA, the Interim Final Rule, and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, and executive orders.
- g. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- h. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how

the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- i. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required the statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- j. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Interim Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in

Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
- v. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- k. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

#### **4. Assignment**

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

#### **5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended

unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

## **6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Interim Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.
- b. If, following the disbursement of Grant funds to the Grantee, the County determines, in its sole discretion, the Grantee submitted any false, inaccurate, or misleading information in its grant application, the County may demand immediate repayment from Grantee of all Grant funds.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to

the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

## **7. Indemnity**

The parties agree that, where the County relied upon the certification of Grantee that such expenses for which Grantee sought Recovery Funds met the minimum requirements of ARPA, and where the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that the use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement or Grantee's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental



Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

**8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

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

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

*If to Grantee:*  
Daniel W Wiest  
406 Walnut Street  
Yorkville, IL 60560

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be

severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**11. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Waiver**

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**14. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

**15. Authority**

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**INSERT NAME OF GRANTEE**

\_\_\_\_\_  
Scott Gryder  
Kendall County Board Chair

\_\_\_\_\_  
NAME  
JOB TITLE

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

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

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