



COUNTY OF KENDALL, ILLINOIS COMMITTEE OF THE WHOLE

KENDALL COUNTY OFFICE BUILDING
2nd Floor Board Room; 111 W. Fox Street; Yorkville

Thursday, May 12, 2022 at 4:00PM
MEETING AGENDA

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call to Establish a Quorum:** Scott Gryder (Chair), Matt Kellogg (Vice Chair), Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Dan Koukol, Ruben Rodriguez, Robyn Vickers
3. **Approval of Agenda**
4. **Approval of April 14, 2022 Meeting Minutes**
5. **Approval to forward Claims to the May 17, 2022 County Board Meeting for Final Approval**
6. **New Business**

Fiscal Year 2020-21 Financial Statements

- *Fiscal Year 2020-21 Audited Financial Statements Presentation – Mack & Associates*
- *Discussion and Approval of Fiscal Year 2020-21 Audited Financial Statements*

Discussion and Approval of P-Tax form for Kendall County Sheriff's Salary Reimbursement

From the County Treasurer:

- *Discussion and Approval of an Ordinance allowing the Kendall County Treasurer to adopt a Single Bidder Rule for the Annual Tax Sale*

From Planning, Building and Zoning:

- *Discussion on Retaining/Relinquishing Authority over Jellystone Park Campground*

From the Finance Committee:

- *American Rescue Plan Act Non-Profit Round 2*
- *Discussion and Approval of Updated American Rescue Plan Act Grant Agreement with Yorkville Educational Foundation*

From the Economic Development Committee:

- *Update on the Revolving Loan Funds*

7. **Old Business**
8. **Department Head and Elected Official Reports**
9. **Public Comment**
10. **Questions from the Media**
11. **Chairman's Report**
12. **Review Board Action Items**
13. **Executive Session**
14. **Adjournment**

**COUNTY OF KENDALL, ILLINOIS
 COMMITTEE OF THE WHOLE
 Thursday, April 14, 2022 at 4:00 PM
 Meeting Minutes**

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:00p.m. by County Board Vice Chair Scott R. Gryder who led the committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Scott Gengler	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Matt Kellogg	Yes		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	Here		

Staff Present: Latreese Caldwell, Jennifer Karales, Scott Koeppel, Leslie Johnson

Guests Present: Plano Mayor Mike Rennels, Cole Helfrich, Knoche & Associates, Brian Hertz, Engineer, and Lyman Tieman, Attorney

Approval of Agenda – Motion by Member DeBolt, second by Member Cesich. **With nine members present voting aye, the motion carried by a vote of 9-0.**

Approval of Previous Month’s Meeting Minutes – Member Cesich made a motion to forward the March 10, 2022 meeting minutes to the County Board for approval, second by Member Gengler. **With nine members present voting aye, the motion carried by a vote of 9-0.**

Elected Official and Department Head Reports – Mr. Koeppel informed the group that the Admin HR Committee meeting had been changed to Thursday, April 21, 2022.

Old Business – None

New Business

From the Highway Committee:

- *Discussion of Access to west side of Eldamain Road between U. S. Route 34 and Cummins Street in Plano* – Mayor Rennels informed the committee that his office had found a signed original copy of a 2004 inter-governmental contract agreement

between the County Highway Department and the City of Plano that granted the City full access to Eldamain Road. Mayor Rennels stated that the owner is placing reliance on the original IGA in the development and implementation of the Gas N Wash project. Discussion on evidence and bona-fide rights, good faith agreements, the map included with the original agreement, and the right-of-way between the subdivision entrance and Route 34.

Member Gengler made a motion to forward the item to the County Board for approval, second by Member DeBolt.

Roll Call Vote

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

With members Cesich, DeBolt, Gengler, Gilmour, Gryder, Koukol, Rodriguez and Vickers voting aye, and Member Kellogg voting no, the motion carried by a vote of 8-1.

From the Economic Development Committee:

- *Discussion and Approval of an Agreement for MP Minooka Ridge Industrial, LLC Buildings 1 & 2 Abatement of Real Property Taxes – Mr. Koepfel reviewed the proposed development agreement with the committee and stated that the abatement of property taxes would be 75 percent the first year, 50 percent the second year, and 25 percent the third and final year.*

Member Kellogg made a motion to forward the item to the County Board for approval after the State’s Attorney’s Office has conducted a legal review, second by Member DeBolt. **With nine members present voting aye, the motion carried by a vote of 9-0.**

Public Comment - None

Questions from the Media – None

Chairman’s Report – No report

Executive Session – Not needed

Board Action Items for April 19, 2022

- *Approval of Access to west side of Eldamain Road between U. S. Route 34 and Cummins Street in Plano*

Adjournment – Member Vickers made a motion to adjourn the meeting, second by Member Kellogg. **With nine members present voting aye, the meeting adjourned at 4:50p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary



COUNTY OF KENDALL, ILLINOIS

SCOTT R. GRYDER
COUNTY BOARD CHAIRMAN
COUNTY BOARD MEMBER ● 2nd DISTRICT

KENDALL COUNTY OFFICE BUILDING
111 WEST FOX STREET, SUITE 316
YORKVILLE, ILLINOIS 60560
630.553.4171

May 12, 2022

Mack & Associates, P.C.
Certified Public Accountants
116 E. Washington Street, Suite One
Morris, Illinois 60450

This representation letter is provided in connection with your audit of the financial statements of the County of Kendall, Illinois, which comprise the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information as of November 30, 2021, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of May 12, 2022, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 23, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.

- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of County Board and its Committees or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the County and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 18) We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.

Government-specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that you have reported to us.
- 21) We have a process to track the status of audit findings and recommendations.
- 22) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 23) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 24) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 25) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 27) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 28) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 29) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 30) As part of your audit, you assisted with preparation of the financial statements and related notes and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
- 31) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 32) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 33) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 34) The financial statements properly classify all funds and activities in accordance with [GASB No. 34](#) and [GASB No. 84](#), as amended.
- 35) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 36) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 37) Investments are properly valued.
- 38) Provisions for uncollectible receivables have been properly identified and recorded.
- 39) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 40) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 41) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 42) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 43) Capital assets, including infrastructure, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 44) We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

- 45) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 46) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 47) With respect to the combining and individual fund financial statements (Other Information):
- a) We acknowledge our responsibility for presenting the Other Information in accordance with accounting principles generally accepted in the United States of America, and we believe the Other Information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the Other Information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the Other Information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 48) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
 - d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
 - e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
 - f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
 - g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- u) We have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- v) We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w) We have charged costs to federal awards in accordance with applicable cost principles.
- x) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

- y) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- z) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- aa) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- bb) We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Signature: _____ Date: May 12, 2022

Title: **County Board Chairman**



PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- 1 County Kendall
- 2 Date of county board action / /
Month Day Year
- 3 Annual salary \$ 131,820.00
- 4 Effective date of salary increase or decrease 12 / 1 / 2021
Month Day Year
- 5 Check which certified copy you are attaching
 - the resolution
 - minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
 - a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- 6 Check who is receiving the change
 - supervisor of assessments
 - public defender (select full-time or part-time below)
 - full-time part-time
 - sheriff
- 7 Social Security number of the individual seeking salary reimbursement or with a change in salary
_____ - _____ - _____
- 8 Name and address of the individual seeking salary reimbursement or with a change in salary
Dwight Baird
Name
7524 Ament Road
Address
Yorkville IL 60560
City State ZIP

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature

[Signature] _____
Signature of the county board chair Printed name of the county board chair / /
Month Day Year

10 County Clerk statement and signature

State of Illinois }
 _____ County }
 _____ }

I, _____, County Clerk in and for the county of _____ and keeper of the records and seal, do hereby certify that the above is true and correct.

Signature of the county clerk / /
Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- change in personnel
- salary adjustment

Documentation received

- resolution
- minutes
- signed statement

Received by

Initials: _____

Month Day Year

COUNTY OF KENDALL, ILLINOIS

ORDINANCE 22 - _____

**ORDINANCE ALLOWING THE KENDALL COUNTY TREASURER TO
ADOPT A SINGLE BIDDER RULE FOR THE ANNUAL TAX SALE**

WHEREAS, the Kendall County Treasurer believes it to be in the best interests of the people of Kendall County to conduct a fair and equitable annual tax sale, and desires to adopt a single bidder rule to help ensure fairness and equity; and

WHEREAS, the Illinois Property Tax Code 35 ILCS 200/21-205 (b-5) provides that “The corporate authorities in any county with less than 275,000 inhabitants may, by ordinance, allow the County Collector of that county to adopt such a single bidder rule.”

NOW THEREFORE, BE IT ORDAINED, THAT THE COUNTY BOARD OF KENDALL COUNTY allows the Kendall County Treasurer to adopt a single bidder rule in accordance with 35 ILCS 200/21-205 (b-5) to prohibit a tax purchaser from registering more than one related bidding entity at the tax sale.

AND IT BE FURTHER ORDAINED, that the Kendall County Treasurer shall require an affidavit to be signed by each registered tax buyer attesting to compliance with the single bidder rule.

AND IT BE FURTHER ORDAINED, that a registered tax buying entity may only have one registered buyer at the tax sale and may not have a related bidding entity directly or indirectly register as a buyer or participate in the tax sale. A registered tax buying entity may not engage in any multiple bidding strategy for the purpose of having more than one related bidding entity submit bids at the tax sale.

AND BE IT FURTHER ORDAINED, that the determination of whether registered entities are related so as to prohibit those entities from submitting duplicate bids in violation of the single bidder rule is at the sole and exclusive discretion of the Kendall County Treasurer or his or her designated representatives.

IN WITNESS OF, this Ordinance has been enacted by the County Board of Kendall, State of Illinois,

Adopted and approved this _____ day of _____ 2022.

ATTEST:

Scott R. Gryder
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk & Recorder



Kendall County Non-Profit Grant Round Two

Non-Profit Round One Revenue Policy:

This financial assistance is for Non-Profits who have experienced a loss of revenue since March 2020. The grant request will be 25% of their 2019 or 2020 revenue, capped at \$25,000.

Non-Profit Round Two Revenue Policy:

If the Non-Profit experienced a loss of revenue as a result of the pandemic, the grant request will be the lost revenue from 2019 to 2020, capped at 25% of 2019 revenue or \$25,000, whichever is lower.

Non-Profit Round One Expenses Policy:

If the Non-Profit experienced increased expenses as a result of the pandemic, the grant request will be the amount of those increased expenses, capped at 25% of 2019 revenue or \$25,000, whichever is lower

Non-Profit Round Two Revised Expenses Policy:

xxx

Non-Profit Grant Round 2

ARPA Policy and Procedures for Survey Monkey Applications:

Policy

- 1.1. In order to address the financial hardships of Non-Profits serving the residents of Kendall County, Kendall County has created a grant program funded from the American Rescue Plan Act of 2021. This financial assistance is for Non-Profits who have experienced a loss of revenue as a result of the COVID-19 pandemic. If the Non-Profit experienced a loss of revenue from 2019 to 2020 as a result of the pandemic, the grant request will be the lost revenue from 2019 to 2020, capped at 25% of 2019 revenue or \$25,000, whichever is lower. Eligible applicants may fill out an application via <https://kendallcounty.smapply.io/>.
- 1.2. Eligibility:
 - 1.2.1. Must be a non-profit in good standing
 - 1.2.1.1. Must be a 501c3, 501c6 (only to support ARPA-eligible uses that align with the 501c6's overall purpose), or 501c19
 - 1.2.2. Must Operate before January 1st, 2019 and file a version of Form 990 with the IRS in 2019 and 2020 or provide 3rd party audited financial statements for 2019 and 2020
 - 1.2.3. Must serve residents of Kendall County
 - 1.2.4. Must be located in Kendall County
 - 1.2.5. Must not have received prior ARPA funds from Kendall County
 - 1.2.6. Must be currently open and operating
 - 1.2.7. Must, at all times through the term of the grant agreement, possess any required licenses for its operations and be legally authorized to conduct business in Illinois and in Kendall County
 - 1.2.8. Cannot seek a grant for expenses that have been, or will be, reimbursed through another assistance program
 - 1.2.9. In order to ensure compliance with the Public Officer Prohibited Activities Act (50 ILCS 105/3) and 2 CFR 200.318(c), no Kendall County elected or appointed office-holder may have a direct or indirect financial interest in the Non-Profit and no Kendall County employee, officer, or agent may participate in the selection, award, or administration of a grant if they have a real or apparent conflict of interest unless the interest complies with 50 ILCS 105/3, 2 CFR 200.318(c), or other applicable state or federal law.

Procedure

1. Grantee fill out Non-Profit Grant Program Application on Survey Monkey
 - a. Provides the following information:
 - Organization information

Non-Profit Grant Round 2

1. Name, EIN, In Care of Name, Address, City, State, Zip, Phone Number, Website, Social Media, Date Opened, People Employed by organization, any furlough of employees, any point cease to operate?
2. Have locations outside Kendall County?
 - Provide documentation the non-profit serve residents of Kendall County
 - Description of organization presence
 - Receive funds from Kendall County, other municipality or other government
 - How they were affected during the pandemic
 - 2019 and 2020 Form 990s or audited financial statements
 - If they did not file a 990 reason why
 - Amount of grant request
2. Staff Review Verifies:
 - Organization is a valid non-profit serves residents of Kendall County
 - Application is fully filled out
 - 2019 and 2020 revenue and expense numbers match
 - Grant request is capped at 25% of 2019 revenue or \$25,000, whichever is lower.
 - Proper use of funds can be spent via ARPA funds
 - They are in good standing with IRS and filed their returns to the IRS/ or have the proper information from the 3rd party auditors
3. Staff Options:
 - a. Denied
 - b. Additional Questions- staff will fill out what other information is needed from grantee and have them input/correct ARPA Non-Profit Grant Program
 - c. Approve- meets all qualifications will be sent to Committee, prepares application and summary report
 - i. Staff will fill out the contract for each application
 - ii. Emails account payable to get vendor inputted
 - iii. Fills out master excel spreadsheet
 - iv. Prepare the necessary ARPA Application External Document for the Treasurer's Office to input check
 - v. Send grant agreements to States Attorney's office for review
 1. They will either approve or come back with changes on these accounts. Staff calls the applicant and gets corrected grant agreement
 - vi. Day before each committee staff provides each board report for any that passed staff, the two summary page and a running total page

*All three responses will generate an email sent back to the applicant

Non-Profit Grant Round 2

4. Committee will review the Non-Profit Grant Program Application
 - a. Denied
 - b. Additional Questions- Non-Profit Grant Program Application will be sent back to staff review
 - Staff will email grantee for more information
 - c. Approve – will be sent on to County Board for final approval
 - Send County Clerk verbiage and 3 copies of each grant agreement for County Board Meeting the following day
5. County Board receives applications approved from Committee Review
 - a. Denied
 - b. Additional Questions- will get sent back to staff review repeats steps 3&4
 - c. Approves
 - Head Chairman signs the contract, gives contract to County Clerk, County Clerk gives documentation to administration
6. Administration Department
 - a. Day after sends the required external documentation to Treasurer to input the invoice
7. Treasurer Office
 - a. Enters information into Tyler Munis day after board approves notifies Administration Department the invoices have been entered
8. Administration Department
 - a. Approves of the invoices
9. Accounts Payable
 - a. Cuts check the following Wednesday after the County Board, and notifies Administration Department check is ready
10. Administration Department
 - a. Gathers check and necessary documentation
 - b. Emails resident they were approved and the check is ready to be picked up
11. Resident and staff meet they sign the contract *there is a separate document for this information*
 - a. Grantee signs contract
 - b. Administration once contract is signed makes a copy, then gives copy to grantee
 - c. Gives check to grantee
12. Administration
 - a. Gathers all documentation scans into folder and files
 - 3 months the non-profit gives information
 - After 6 months gathers documentation on how the Non-Profit spent the ARPA grant money. Adds documentation to the current scans and adds to files

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

THIS AGREEMENT (“Agreement”) is made and entered into on this 2nd day of November, 2021 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Yorkville Educational Foundation, a non-profit 501(c)3 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:

	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 \$	11,416.00	N/A
Other \$	-	N/A

Further detail on how funds will be used:
 The form is populating with an error for 2020 funding. We would like to humbly request the \$11416 for the funding. We would use these funds to support the social and emotional well being of students and staff at Yorkville District 115. For most students educators staff and school administrators COVID-19 raises concerns related to danger safety and the need for protection. For some this danger is added to preexisting trauma adversity and disparities. For others the pandemic brings new grief loss and trauma which may include increased risk for violence and abuse in the home. Many students will experience secondary adversities related to their isolation economic hardship and unmet basic needs. The grant money will be used to strengthen self awareness and well-being and empowering families to reinforce the importance of learning and showing up to school. Some funding opportunities: Social-emotional learning programs that can be implemented districtwide like the orange frog happiness advantage or Social-emotional trainers and speakers who can visit schools and staff institute days to provide cutting edge training and resources for teachers social workers nurses etc. \$11406 total

My organization will expend the grant funds on costs incurred in the 6 months following receipt of grant funds.

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 Eleven Thousand Four Hundred Sixteen Dollars and Zero Cents (\$11,416.00) 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	\$	11,416.00	N/A
Other	\$	-	N/A

Further detail on how funds will be used:

The form is populating with an error for 2020 funding. We would like to humbly request the \$11416 for the funding. We would use these funds to support the social and emotional well being of students and staff at Yorkville District 115. For most students educators staff and school administrators COVID-19 raises concerns related to danger safety and the need for protection. For some this danger is added to preexisting trauma adversity and disparities. For others the pandemic brings new grief loss and trauma which may include increased risk for violence and abuse in the home. Many students will experience secondary adversities related to their isolation economic hardship and unmet basic needs. The grant money will be used to strengthen self awareness and well-being and empowering families to reinforce the importance of learning and showing up to school. Some funding opportunities: Social-emotional learning programs that can be implemented districtwide like the orange frog happiness advantage or Social-emotional trainers and speakers who can visit schools and staff institute days to provide cutting edge training and resources for teachers social workers nurses etc. \$11406 total

My organization will expend the grant funds on costs incurred in the 6 months following receipt of grant funds.

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 “Yorkville Educational Foundation” as soon as possible but no later than May 5th, 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	\$	11,416.00	N/A
Other	\$	-	N/A

Further detail on how funds will be used:

The form is populating with an error for 2020 funding. We would like to humbly request the \$11416 for the funding. We would use these funds to support the social and emotional well being of students and staff at Yorkville District 115. For most students educators staff and school administrators COVID-19 raises concerns related to danger safety and the need for protection. For some this danger is added to preexisting trauma adversity and disparities. For others the pandemic brings new grief loss and trauma which may include increased risk for violence and abuse in the home. Many students will experience secondary adversities related to their isolation economic hardship and unmet basic needs. The grant money will be used to strengthen self awareness and well-being and empowering families to reinforce the importance of learning and showing up to school. Some funding opportunities: Social-emotional learning programs that can be implemented districtwide like the orange frog happiness advantage or Social-emotional trainers and speakers who can visit schools and staff institute days to provide cutting edge training and resources for teachers social workers nurses etc. \$11406 total

My organization will expend the grant funds on costs incurred In the 6 months following receipt of grant funds.

- b. Grantee must spend all Grant funds within the following time period: November 5th, 2021 through May 5th, 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:
Alicia Lingane
602 Center Parkway
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.

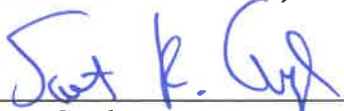
15. Authority

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

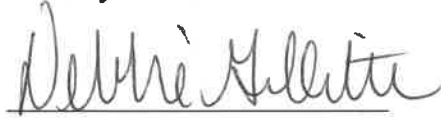
Yorkville Educational Foundation



Scott Gryder
Kendall County Board Chair



NAME
JOB TITLE

Attest: 

Debbie Gillette
Kendall County Clerk

Attest: 

Date: 11/2/21

Date: November 10, 2021