



COUNTY OF KENDALL, ILLINOIS
FINANCE AND BUDGET
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Thursday, May 30, 2024 at 4:00 p.m.
MEETING AGENDA

1. Call to Order
2. Roll Call: Scott Gengler (Chairman), Brian DeBolt, Matt Kellogg, Seth Wormley, Jason Peterson
3. ***MOTION (VV):** Approval of Agenda
4. ***MOTION (VV):** Approval of Minutes from April 25, 2024 and May 16, 2024
5. ***MOTION (Forward to County Board):** Approval of Claims
6. Committee Reports and Updates
 - A. Personnel Reports
 - B. ARPA Update
7. Accounting and Auditing Company Presentations
 - A. Mack & Associates, P.C. – Tawnya Mack
 - B. Sikich, LLP – Anthony Cervini & Nick Bava
8. New Committee Business
 - A. ***MOTION (VV):** Approval of FY2024 Opioid Fund Applications
 - B. ***DISCUSSION:** Kendall Area Transit FY2025-FY2027 Payment
9. Old Committee Business
10. Chairman's Report
11. Public Comment
12. Executive Session
13. Items for Committee of the Whole
14. Action Items for County Board
15. Adjournment

COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, April 25, 2024

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:04 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg		4:05 p.m.	
Jason Peterson	Here		
Seth Wormley	Here		

With four (4) members present a quorum was established.

Staff Present – Latreese Caldwell, Jennifer Karales, Leslie Johnson, Dan Polvere, Luke Prisco, Matthew Prochaska, Jacquie Purcell, Dave Guritz

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

Approval of March 28, 2024 Finance & Budget Committee Meeting Minutes – Member DeBolt made a motion to approve the minutes, second by Member Peterson. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Approval of Claims – Member DeBolt made a motion to forward the approval of the claims to the next County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

Committee Reports and Updates

- A. **Personnel Reports** - Treasurer Jill Ferko provided to the committee the Treasurer’s Employee Status Report and is included in the packet (Pg.6).
- B. **Budget Amendment Tracking** – Deputy Administrator Latreese Caldwell the committee on the proposed budget amendments, which can be found on page 7 of the packet. Administration received the preliminary audit on April 24, 2024, and will be presented to the County Board at the May 21, 2024 meeting.
- C. **ARPA Update** – Financial Analyst Jennifer Karales provided to the committee the American Rescue Plan overview of ARPA outstanding projects for external entities. She explained that after May 7, 2024 she will be following up with each one to get an update from them on their YTD expenditures. Any money not spent will eventually come back to Kendall County.
- D. **ARPA Treasury Reporting Status Filing**– Financial Analyst Jennifer Karales briefed the committee that this is the required quarterly reporting for SLFRF compliance. The committee will need to allocate \$2.9 million by December 2024.

- E. **Opioid Settlement Status Filing** - Financial Analyst Jennifer Karales included in the packet (Pg. 10) the required Opioid Settlement Fund Quarterly Financial report. Program expenditures were \$13,884 with a remaining fund balance of \$220,000.
- F. **Audit RFP Update** – Deputy Administrator Latreese Caldwell directed the committee to page 14 of the packet for the 2024 Accounting and Auditing RFP calendar. All RFP’s are due to Administration by May 1, 2024, then they will be scored using a scoring matrix by Administration. After scoring all RFP’s will be reviewed by the Finance & Budget Committee at the May 30, 2024 committee meeting.

New Committee Business

A. *MOTION (RC): Approval of Compensation for Payroll Specialist

Human Resources Director Leslie Johnson presented to the committee her proposed salary adjustment for a new Payroll Specialist position, included on page 15 of packet. This position will oversee payroll functions and continue to develop and implement the Tyler Munis Human Capital Management and Time & Attendance modules. This position is essentially combining two positions; Payroll Specialist and HRIS Analyst. Ms. Johnson included a salary survey and job description (pages 16-20) for surrounding counties and is recommending a starting salary of \$80,000.00. The Time & Attendance module should be complete within one year.

Member Kellogg made a motion for Approval of Compensation for Payroll Specialist, second by Member Wormley. **With five (5) members present voting aye, the motion carried 5 - 0.**

B. *MOTION (RC): Approval of Capital Purchase – door security system at Animal Control, Facilities Management and Coroner

Facilities Director Dan Polvere briefed the committee on the need for Access Control & Panic Security for Animal Control, Facilities Management and Coroner offices. Mr. Polvere is asking for a \$18,000 increase from the original FY2024 Capital Project Budget Line item for greater security; includes additional doors in the Coroner’s office suite, keypad in Animal Control and signage in the Sheriff’s parking lot (Pg. 21 of packet). Mr. Polvere also included in the packet the full Convergent proposal and quote (Pg.23), he stated that they were able to save approximately \$17,000 in reusable equipment in the proposal.

Member DeBolt made a motion for Approval of Approval of Capital Purchase – door security system at Animal Control, Facilities Management and Coroner, second by Member Kellogg. **With five (5) members present voting aye, the motion carried 5 - 0.**

C. *MOTION (Forward to County Board): Discussion and Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk

Circuit Clerk Matthew Prochaska presented to the committee his request to change the process of how his position gets the salary set. Included in packet (Pg. 37) are Attorney General opinions from 1973 and 1975 and UCCI analysis. Mr. Prochaska would like to have his salary reviewed on an annual basis with the budget cycle instead of being set for the four years as is current practice. The Chairman suggested that this proposal be reviewed by the State’s Attorney’s Office before any changes are made to the process, as this would require a new County policy.

Member Wormley made a motion for Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk to be forwarded to State’s Attorney Office for Review, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

D.*MOTION (Forward to County Board): Discussion and Approval of Ordinance Establishing Salary for the Kendall County Coroner
Deputy Administrator Latreese Caldwell surveyed 11 different counties and put forth the salary information in the packet starting on page 56. The compensation of local government... shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed. It was the consensus of the committee to set the Coroner's salary with a 2% increase for the next four years.

Member DeBolt made a motion for Approval of Ordinance Establishing Salary for the Kendall County Coroner to be forwarded to County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 - 0.**

E.*MOTION (RC): Approval of County credit card for Drug Court Coordinator Vanessa Melendez \$2,500 limit
Deputy Administrator Latreese Caldwell explained that Judge Krentz requested a credit card for the Drug Court Coordinator for the convenience of paying for trainings and explained that this is grant funded. The consensus of the committee is to approve this request.

Member Kellogg made a motion for Approval of County credit card for Drug Court Coordinator Vanessa Melendez \$2,500 limit, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 - 0.**

F.*MOTION (Forward to County Board): Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence.

Financial Analyst Jennifer Karales briefed the committee that there are three major Kendall Area Transit grants; 5310, 5311 and DOAP. This resolution will give the County Administrator and Deputy County Administrator the ability to sign grant documentation on behalf of the County Board Chairman. In some instances, this will facilitate greater efficiency in the grant process.

Member Wormley made a motion for Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence to be forwarded to County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 - 0.**

G.*MOTION (Forward to County Board): Approval of a Purchase Order in the amount of \$205,494 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP)

Financial Analyst Jennifer Karales explained that approval is needed for the purchase order of vehicles for KAT. Kendall County applied for Consolidated Vehicle Procurement Program (CVP) funding in 2022 for the amount of \$225,000. Kendall County was awarded two replacement and one expansion vehicle.

Member DeBolt made a motion for Approval of a Purchase Order in the amount of \$205,494 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP) to be forwarded to County Board meeting, second by Member Wormley. **With five (5) members present voting aye, the motion carried 5 - 0.**

***DISCUSSION:** FY24-26 ARPA Discussion

Financial Analyst Jennifer Karales briefed the committee on the U.S. Treasury’s American Rescue Plan Act (ARPA) changes that counties can implement (Pg. 63); including extended personnel costs covering a larger list of eligible positions through end of 2026, subrecipient flexibility, and reclassification of funds. Overview of the ARPA fund balance and future allocations for the funds was presented (Pg. 64). The remaining balance for allocation for FY24-26 is \$2.9 million.

***MOTION (VV):** Approval of FY2024 Opioid Fund Applications

State’s Attorney Eric Weis submitted an application for the use of opioid funds for the purpose of attending the National Association of Drug Court Professional annual conference. This provides needed training to address the Opioid crisis.

Member Peterson made a motion for Approval of State’s Attorney Opioid Application, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

***DISCUSSION:** FY2023 – Draft Kendall County General Fund YTD

Deputy Administrator Latreese Caldwell briefed the committee and presented a copy of the year-to-date General Fund budget report (Pg. 70-89).

***MOTION (RC):** Approval of 6-month General Fund Balance Transfers

Discussion ensued around the County Office building renovation and funding. The renovations will be partially funded using FY23 fund balance surplus and will not need to be bonded. The \$6.1M will be transferred to the Capital Building Fund per the 6 month fund balance policy.

Member Kellogg made a motion for Approval of 6-month General Fund Balance Transfers to be forwarded to Committee of the Whole (COW), second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

Old Committee Business –

Matt Kellogg updated the committee on an email he received regarding the Ravago facility to be built in Montgomery, Illinois. Ravago is seeking a 10 year tax abatement with other public taxing bodies, it looks like Oswego School District may grant the abatement.

Chairman’s Report – None

Public Comment – None

Executive Session - None

Items for County of the Whole –

- Approval of 6-month General Fund Balance Transfers

Items for State’s Attorney Office Review –

- Discussion and Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk

Items for County Board

- Approval of Claims
- Discussion and Approval of Ordinance Establishing Salary for the Kendall County Coroner (May 21, 2024)
- Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence
- Approval of a Purchase Order in the amount of \$205,494 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP

Adjournment – Member Peterson made a motion to adjourn the Finance and Budget Committee meeting, second by Member DeBolt. **With five (5) members present voting aye; the meeting was adjourned at 5:10 p.m. by a vote of 5 - 0.**

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

**COUNTY OF KENDALL, ILLINOIS
SPECIAL FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, May 16, 2024**

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 3:09 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	here		
Brian DeBolt	here		
Matt Kellogg	here		
Jason Peterson	here		
Seth Wormley	here		

With five (5) members present a quorum was established.

Staff Present – Christina Burns, Latreese Caldwell, Jennifer Karales, Jacquie Purcell, Jill Ferko

Others Present- Ann Vickery

Approval of Agenda – Member Peterson made a motion to approve the agenda, second by Member DeBolt. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

New Committee Business

A.*MOTION (Forward to County Board): Discussion and Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk

Member DeBolt made a motion for Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk, second by Member Kellogg. No vote to follow.

Chairman Gengler explained that the salaries for Circuit Clerk and the Coroner are required to be set 180 days before the beginning of the terms of the officers whose compensation is to be fixed (50 ILCC 145/2). Circuit Clerk salary will be set by the board for now and if the State changes the statute it can be changed at that time. The discussion ensued around the spreadsheet and different percent increases for the next four years. Circuit Clerk’s office has taken on extra work due to the Safety Act requirements. The committee consensus was to give a 5 % increase for FY25, FY26, and FY27, and then a 2.5% increase for FY28.

Member DeBolt made a motion for Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk at a 5% salary increase for FY25, FY26, FY27 and 2.5% increase for FY28 for the Kendall County Circuit Clerk to be forwarded to the next County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

B.*MOTION (Forward to County Board): Discussion and Approval of Ordinance Establishing Salary for the Kendall County Coroner

Kendall County Coroner Jacquie Purcell spoke about the duties and responsibilities of the Coroner’s office. She also detailed her educational qualifications, licenses and certifications. She answered the committee’s questions regarding staffing of the coroner’s office and her salary concerns.

She would like to ensure that the County stays competitive with salaries moving forward. It was the consensus of the committee to increase her salary by 5% for 3 years(FY25, FY26, FY27, and 2.5% for the last year (FY28).

Member Wormley made a motion for Approval of Ordinance Establishing Salary at a 5% salary increase for FY25, FY26, FY27 and 2.5% increase for FY 28 for the Kendall County Coroner to be forwarded to the next County Board meeting, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

C. *DISCUSSION: Discussion of Accounting and Auditing RFP Responses for Fiscal Years Ending 2024, 2025, and 2026 Deputy Administrator Latreese Caldwell directed the committee to page 7 of the packet for the calendar for the RFP Audit process, only two audits were returned to be considered, Mack CPA's and Sikich LLP. The evaluation criteria for the proposals for professional auditing services and the scoring of the two businesses can be found on page 8-9. Scoring was completed by the County Administrator, Deputy County Administrator, Treasurer, Chair of the Finance & Budget Committee and Vice-Chair of the Finance & Budget Committee. Both proposals are included in the packet, Mack & Associates (pg. 10-51) and Sikich LLP (pg. 52-86). Committee members agreed that both companies have excellent reputations for auditing services. County Administrator Christina Burns stated that the next step in the audit process is for both businesses to be interviewed and answer questions from the committee members. She asked that the committee review the proposals and send to Admin any questions they may have, so they can be addressed. Staff will invite both businesses to the next Finance & Budget committee meeting on May 30, 2024.

Old Committee Business – None

Chairman's Report – None

Public Comment – None

Executive Session - None

Items for County of the Whole – None

Items for County Board

- Approval of Ordinance Establishing Salary (5% for FY25,FY26, FY27 and 2.5% for FY28) for the Kendall County Circuit Clerk
- Approval of Ordinance Establishing Salary (5% for FY25,FY26, FY27 and 2.5% for FY28) for the Kendall County Coroner

Adjournment – Member Kellogg made a motion to adjourn the Finance and Budget Committee meeting, second by Member Wormley. **With five (5) members present voting aye; the meeting was adjourned at 3:46 p.m. by a vote of 5 - 0.**

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

Treasurer's Employee Status Report as of 5.17 2024

Name	Department	Date	Job Title / Reason for Pay Change	Pay Rate	Budget Charged	GL Org
New Hires:						
Vanessa Melendez	Judicial	4/8/2024	Problem Solving Court Coord.	\$77,000.00	ARI/ARPA	1745/1770
Kelly Brzoska	Circuit Clerk	4/22/2024	Deputy Clerk - Traffic	\$33,000.00	Circuit Clerk	11000314
Aisha Kiljan	Circuit Clerk	4/22/2024	Deputy Clerk - Traffic	\$33,000.00	Circuit Clerk	11000314
Samantha Chilelli	Circuit Clerk	4/22/2024	Deputy Clerk - Traffic	\$33,000.00	Circuit Clerk	11000314
Kristina Ferez	SAO	4/29/2024	Administrative Asst.	\$38,250.00	SAO	11002120
Morgan Dimech	HHS	5/13/2024	HHS Intern	\$15.00 / Hour	HHS	120513
Anna Todd	HR	5/14/2024	PBZ Intern	\$15.00 / Hour	HR	11003131
Matiah Trenado	FP	5/13/2024	FP Environmental Educ	\$ 16.50 / Hour	FP	190011
Kasia Karmenzind	HS	5/6/2024	HR Intern	\$15.00 / Hour	HR	11003131
Rachel Toftoy	County Clerk	5/6/2024	Deputy Clerk	\$39,750.00	County Clerk	131006
Union/Step Increases:						
John Cady	Sheriff	4/7/2024	April Increase	Increase from \$99,587.42 to \$99,899.42	Sheriff	11002009
Joseph Abel	Corrections	4/14/2024	April Increase	Increase from \$97,720.78 to \$98,032.78	Corrections	11002010
Jonathan Hassler	Corrections	4/9/2024	April Increase	Increase from \$99,904.78 to \$100,216.78	Corrections	11002010
Michael Moore	Corrections	4/9/2024	April Increase	Increase from \$99,904.78 to \$100,216.78	Corrections	11002010
Kim Lombardo	Corrections	4/6/2024	April Increase	Increase from \$100,840.78 to \$101,152.78	Corrections	11002010
Jason Larsen	Sheriff	4/9/2024	April Increase	Increase from 99,899.42 to \$100,211.42	Sheriff	11002009
Paul Kubinski	Sheriff	4/6/2024	April Increase	Increase from \$99,275.42 to \$99,587.42	Sheriff	11002009
Zachary Schmitt	Sheriff	4/6/2024	April Increase	Increase from \$114,127.25 to \$114,439.25	Sheriff	11002009
Thomas Hagerty	Sheriff	4/7/2024	April Increase	Increase from \$114,439.25 to \$114,751.25	Sheriff	11002009
Tonya Johnson	Sheriff	4/12/2024	April Increase	increase from \$49,171.50 to \$50,769.00	Sheriff	11002009
Emmanuel Morales	Sheriff	4/26/2024	April Increase	Increase from \$64,771.03 to \$70,232.12	Sheriff	11002009
Cassie Taylor	Corrections	5/1/2024	May Increase	Increase from \$84,448.25 to \$88,657.00	Corrections	11002010
Title / Salary Changes:						
Cristian Madrigal	Circuit Clerk	4/8/2024	Promotion to Fiscal Officer	Increase from \$34,500 to \$43,000.00	Circuit Clerk	11000314
Carinne Robbins	Circuit Clerk	4/22/2024	Promotion to Clerk in Charge	Increase from \$34,500 to \$37,500.00	Circuit Clerk	11000314
Scott McTurner	FP	4/24/2024	End of Probation Period	Increase from \$16.50 to \$17.00	FP	190011
Payton Karlovich	HR	5/4/2024	New Position	Increase from \$61,200 to \$80,000	HR	11003131
Magaly Gutierrez	HHS	5/13/2024	New Title	No change \$26,994.24	ARPA	177025

Name	Department	Date	Job Title / Reason for Pay Change	Pay Rate	Budget Charged	GL Org
Title / Salary Changes:						
Kevin Vaclavik	Sheriff	5/4/2024	Promotion to Deputy Commander	Increase from \$114,753.60 to \$119,000	Sheriff	11002009
Terminations:						
Jessica Kubiak	HHS	4/12/2024	Resignation		HHS	120513
Antonio DeLaCruz	Corrections	4/24/2024	Retirement		Corrections	11002010
Jennifer Hockings	Coroner	5/2/2024	Resignation		Coroner	11000417
Justin Hunt	Sheriff	5/3/2024	Resignation		Sheriff	11002009
Nathaniel Garrison	Circuit Clerk	5/13/2024	Resignation		ARPA	177025
Ashleigh Mccallum	Circuit Clerk	5/13/2024	Resignation		ARPA	177025

ARPA Outstanding Projects

Date I followed up	Next Date to reach out	Name	Amount Awarded	Amount Spent	Balance Remaining	Date Funds need to be spent	Notes
5/1/2024	5/7/2024	Oswego Senior Center	\$ 6,000	\$ 6,000	\$ -	5/7/2024	Spent all
5/1/2024	5/7/2024	Senior Service	6,000	6,000	-	5/7/2024	Spent all
5/28/2024	6/7/2024	KC Health Department	30,000	-	30,000	11/30/2024	
5/1/2024	5/7/2024	Fox Valley YMCA	94,956	-	94,956	12/20/2024	Gathering bids completed in summer
5/1/2024	5/7/2024	City of Plano	325,000	-	325,000	12/20/2024	Gathering bids completed in August
5/1/2024	5/7/2024	Village of Lisbon	45,000	-	45,000	12/20/2024	Should Be Completed August
5/1/2024	5/7/2024	Lisbon Township	32,738	-	32,738	12/20/2024	Should Be Completed September
5/28/2024	6/1/2024	Village of Oswego	225,000	-	225,000	12/20/2024	
5/28/2024	6/1/2024	Steward Township	32,639	-	32,639	12/20/2024	
5/1/2024	5/7/2024	Kendall County Fairgrounds	29,345	-	29,345	12/20/2024	Gathering bids completed in August
5/1/2024	5/7/2024	Village of Newark	58,875	-	58,875	12/20/2024	Gathering bids completed in August
5/28/2024	6/1/2024	Boulder Hill	2,000,000	673,661	1,326,339	12/20/2024	
5/28/2024	6/1/2024	Village of Oswego	500,000	10,487	489,513	12/20/2024	
5/1/2024	4/15/2024	Drainage District-Yorkville	500,000	-	500,000	12/20/2024	Contract done 280K will be spent
5/28/2024	6/1/2024	Kendall 211 Inc.	40,000	-	40,000	10/1/2024	
		Kendall 211 Inc.	28,500	-	28,500	12/20/2024	
		Kendall 211 Inc.	20,000	-	20,000	12/20/2025	
			<u>\$ 3,974,053</u>	<u>\$ 696,148</u>	<u>\$ 3,277,905</u>		

FY24 Opioid Application
Project Application Internal

1. Date:
2. Applicant Name:
3. Department:

4. Budget

Overall Budget

- A. Treat Opioid Use Disorder (OUD)
- B. Support People in Treatment and Recovery
- C. Connect People Who Need Help To The Help They Need (Connections To Care)
- D. Address The Needs of Criminal Justice-Involved Persons
- E. Address The Needs Of Pregnant Or Parenting Women And Their families, Including Babies With Neonatal Abstinence Syndrome
- F. Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids
- G. Prevent Misuse of Opioids
- H. Prevent Overdose Deaths and Other Harms (Harm Reduction)
- I. First Responders
- J. Leadership, Planning and Coordination
- K. Training
- L. Research
- _____ TOTAL

Opioid Application
Project Application Internal

Opioid Approved Uses:		
1. Treatment		
A. <u>TREAT OPIOID USE DISORDER (OUD)</u>		
<i>Budget</i>		<i>Description</i>
	1	Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MR conditions, including MAT, as well as counseling, psychiatric support, and other treatment
	2	Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
	3	Provide treatment of trauma for individuals with OUD (<i>e.g.</i> , violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (<i>e.g.</i> , surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
	4	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telemonitoring to assist community-based providers in rural or underserved areas
	5	Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments
B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>		
	1	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
	2	Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions
	3	Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
	4	Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions
C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>		
	1	Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment

Opioid Application
Project Application Internal

	2	Support assistance programs for health care providers with OUD.
	3	Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions
	<u>D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS</u>	
	1	Active outreach strategies such as the Drug Abuse Response Team
	2	"Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
	3	Provide training on best practices for addressing the needs of criminal justice involved persons with OUD and any co-occurring SUD/MR conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
	<u>E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME</u>	
	1	Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
	2	Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions
	3	Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
	4	Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
2. Prevention		
	<u>F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS</u>	
	1	Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
	2	Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain

Opioid Application
Project Application Internal

	<u>G. PREVENT MISUSE OF OPIOIDS</u>	
	1	Funding media campaigns to prevent opioid misuse.
	2	Public education relating to drug disposal.
	3	Drug take-back disposal or destruction programs.
	4	Funding community anti-drug coalitions that engage in drug prevention efforts.
	5	Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.
	<u>H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)</u>	
	1	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public
	2	Public health entities providing free naloxone to anyone in the community.
	3	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public
	4	Public education relating to emergency responses to overdoses.
	5	Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
	6	Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
3. Other Strategies		
	<u>I. FIRST RESPONDERS</u>	
	1	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
	<u>J. LEADERSHIP, PLANNING AND COORDINATION</u>	
	1	Provide resources to staff government oversight and management of opioid abatement programs.

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	<u>K. TRAINING</u>	
	1	Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
	<u>L. RESEARCH</u>	
	1	Research non-opioid treatment of chronic pain
	2	Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
	3	Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (<i>e.g.</i> , Hawaii HOPE and Dakota 24/7).

5. Brief description of recipient’s approach on how they would use the opioid funds.

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- 1. Date: 05/28/24
- 2. Applicant Name: Vanessa Melendez/John M₊
- 3. Department: Judiciary

4. Budget

Overall Budget

0	A. Treat Opioid Use Disorder (OUD)
0	B. Support People in Treatment and Recovery
0	C. Connect People Who Need Help To The Help They Need (Connections To Care)
0	D. Address The Needs of Criminal Justice-Involved Persons
0	E. Address The Needs Of Pregnant Or Parenting Women And Their families, Including Babies With Neonatal Abstinence Syndrome
0	F. Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids
0	G. Prevent Misuse of Opioids
0	H. Prevent Overdose Deaths and Other Harms (Harm Reduction)
0	I. First Responders
0	J. Leadership, Planning and Coordination
4996.07	K. Training
0	L. Research
<u>4,996.07</u>	TOTAL

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Opioid Approved Uses:		
1. Treatment		
<u>A. TREAT OPIOID USE DISORDER (OUD)</u>		
<i>Budget</i>		<i>Description</i>
	1	Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MR conditions, including MAT, as well as counseling, psychiatric support, and other treatment
	2	Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
	3	Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
	4	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telemonitoring to assist community-based providers in rural or underserved areas
	5	Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments
<u>B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>		
	1	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
	2	Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions
	3	Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
	4	Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions
<u>C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>		
	1	Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment

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	2	Support assistance programs for health care providers with OUD.
	3	Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions
	<u>D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS</u>	
	1	Active outreach strategies such as the Drug Abuse Response Team
	2	"Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
	3	Provide training on best practices for addressing the needs of criminal justice involved persons with OUD and any co-occurring SUD/MR conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
	<u>E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME</u>	
	1	Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
	2	Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions
	3	Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
	4	Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
2. Prevention		
	<u>F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS</u>	
	1	Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
	2	Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain

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	<u>G. PREVENT MISUSE OF OPIOIDS</u>	
	1	Funding media campaigns to prevent opioid misuse.
	2	Public education relating to drug disposal.
	3	Drug take-back disposal or destruction programs.
	4	Funding community anti-drug coalitions that engage in drug prevention efforts.
	5	Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.
	<u>H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)</u>	
	1	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public
	2	Public health entities providing free naloxone to anyone in the community.
	3	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public
	4	Public education relating to emergency responses to overdoses.
	5	Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
	6	Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
3. Other Strategies		
	<u>I. FIRST RESPONDERS</u>	
	1	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
	<u>J. LEADERSHIP, PLANNING AND COORDINATION</u>	
	1	Provide resources to staff government oversight and management of opioid abatement programs.

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	<u>K. TRAINING</u>	
4,996.07	1	Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
	<u>L. RESARCH</u>	
	1	Research non-opioid treatment of chronic pain
	2	Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
	3	Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (<i>e.g.</i> , Hawaii HOPE and Dakota 24/7).

5. Brief description of recipient’s approach on how they would use the opioid funds.

The Kendall County Drug Court is requesting funds in the amount of \$4996.07 to reimburse the current Problem Solving Court Judge, Judge McAdams (2130.85), and the backup Problem Solving Court Judge, Judge Colosimo (2865.22). This includes mileage to and from the airport to the conference, hotel stay, airfare, parking fees, and per diem. The conference began on 5/21/2024-5/25/2024 and focuses on providing training related to evidence based practices for Problem Solving Court programs.

GRANT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Voluntary Action Center, 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, Grantee operates a demand-response and flexible route transit system, commonly known within Kendall County as Kendall Area Transit (“KAT”); and

WHEREAS, the County recognizes the importance of the public service provided by KAT, particularly its focus on serving elderly residents of Kendall County; and

WHEREAS, Grantee’s goal is to provide approximately 75,000 one-way passenger trips per year to residents of Kendall County, including destinations outside Kendall County within sponsor municipalities and connections to other transit service providers such as METRA and PACE; and

WHEREAS, Grantee’s primary sources of funding are grants from the Downstate Operating Assistance Program (“DOAP”) and federal funds under Sections 5310 and 5311 of the Federal Transit Act; and

WHEREAS, the County is the pass-through for DOAP and Section 5310 and 5311 funding to Grantee; and

WHEREAS, the County finds that providing additional funding to Grantee beyond state and federal funds will promote the public services provided by KAT; and

WHEREAS, the County finds distributing funds from its Senior Levy will support the services provided by KAT; and

WHEREAS, the County authorizes a monetary contribution (the “County Grant Funds”) to Grantee to support the operations of KAT.

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 \$60,000.00 annually to Grantee in semiannual installments of \$30,000.00 each on January 31 and July 31. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "County Grant Funds."
- b. This Agreement shall be effective for a three-year term, with the first semiannual disbursement of \$30,000.00 to be paid by July 31, 2024 and the final semiannual disbursement of \$30,000.00 to be paid by January 31, 2027.

3. Grantee's Obligations

- a. Grantee understands and agrees it shall use the County Grant Funds only for the purpose of operating KAT.
- b. If Grantee uses the Grant funds for any purpose other than operating KAT, Grantee shall immediately reimburse the County the full amount of County Grant Funds received from the County.
- c. 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 County Grant Funds disbursed to Grantee.
- d. Grantee agrees that its organization will continue to operate and to serve the residents of Kendall County for the duration of this Agreement. If the Grantee's organization ceases to operate and serve the residents of Kendall County prior to the end of this Agreement, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all County Grant Funds disbursed to Grantee.
- e. Grantee agrees to continue to use the name "Kendall Area Transit" while operating its system within Kendall County.

- f. Grantee shall provide demand-response and flexible route transit services to Kendall County residents from 7:00 am to 7:00 pm, Monday through Friday, subject to change by written agreement of the parties and subject to funding. The Grantee shall furnish full and complete management, supervisory, and operational services that are reasonably required for the provision of public transit services to Kendall County residents.
- g. Grantee shall consult with the County before making any changes to schedules, routes, or other related transit operations.
- h. Grantee shall continue to comply with all applicable federal, state, and local regulations, including the FTA Standard Assurances and Certifications, and with any other applicable regulations associated with the administration and provision of transportation services.
- i. Grantee shall maintain all original records relating to its use of the County Grant Funds for a period of at least ten (10) years after the County Grant Funds are spent or the period of time required by other state or federal law, whichever is longer. Grantee shall keep such daily financial and other periodic records as the County may direct and as may be required by state and/or federal law, and shall transmit the same to the County in the manner and form designated- by the County and shall keep and preserve, or if directed by the County shall deliver to the County, such tickets, receipts or other documents or instruments as the County may direct to substantiate the records, books, and accounts of the Grantee to be kept by the Grantee in accordance with accepted good accounting practices, as may be directed by the County under the terms thereof, and shall permit the County, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the County may elect, and the Grantee shall reimburse the County for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Grantee or its employees, that may be disclosed by such audit or examination.
- j. 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 County Grant Funds shall be subject to the

Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using County 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.

- k. If Grantee uses County 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 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 County 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.
- l. 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.

- m. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- n. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Grantee shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003. Grantee shall comply with the regulations relative to non-discrimination in federally assisted

programs of the Department of Transportation, Title 49 Code of Federal Regulations, Part 1, as they may be amended from time to time.

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 County Grant Funds shall be from the County's Senior Levy. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient funds from its Senior Levy, said sufficiency to be determined at County's sole discretion, to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the County Grant Funds to Grantee shall be suspended unless and until sufficient Senior Levy funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Senior Levy 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 Senior Levy funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. If, following the disbursement of County Grant Funds to the Grantee, the County determines, in its sole discretion, the Grantee submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all County Grant Funds.
- b. Any 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 County 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

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 (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 County 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:

Nate Kloster
1606 Bethany Road
Sycamore, IL 60178

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. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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, the Vehicle Lease Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance dated _____ represent 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,

the Vehicle Lease Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance dated _____ supersede 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. Conflict of Interest

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

14. 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.

15. Termination

This Agreement shall be in full force and effect upon signature by both parties. However, the County may terminate this Agreement prior to the conclusion of its three-year term upon 30 days advance written notice to the Grantee, and the Grantee may terminate this Agreement prior to the conclusion of its three-year term upon 180 days advance written notice to the County. No additional payments, penalties, and/or early termination charges shall be required from the County upon termination of the Agreement. Notwithstanding any other provisions herein, this Agreement shall terminate immediately and the County shall be under obligation to provide any further County Grant Funds upon written notice that the County no longer receives funding from DOAP

or Sections 5310 and 5311. Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

16. 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

VOLUNTARY ACTION CENTER

Matt Kellogg
Kendall County Board Chair

NAME
JOB TITLE

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____

