



COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION
Kendall County Office Building, 111 W. Fox Street
County Board Rm 209 & 210, Yorkville, IL 60560
Wednesday, September 18, 2024 at 5:30 p.m.

MEETING AGENDA

1. Call to Order
2. Roll Call: Elizabeth Flowers (Chairman), Seth Wormley, Scott Gengler, Brooke Shanley, Dan Koukol
3. Approval of Agenda
4. Approval of Minutes from August 29, 2024 Committee Meeting (Pg.2)
5. Committee Reports and Updates
 - A. Animal Control Department Update – Director Taylor Cosgrove (Pg.5)
 - B. Emergency Management Agency Update – Director Roger Bonuchi (Pg.13)
 - C. Revolving Loan Status Update (Pg.14)
 - D. Economic Development Update (Pg.15)
 - E. KAT Update (Pg.21)
6. New Committee Business
 - A. Discussion of Animal Control Ordinance
 - B. Approval of Resolution Adopting Illinois Emergency Management Mutual Aid System (Pg.22)
 - C. Approval of 2025 REP Nuclear Grant Agreement (Pg.45)
 - D. Approval of Memorandum of Understanding KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board and Kendall County Emergency Management Agency Regarding Encryption Key (Pg.76)
7. Old Committee Business
 - A. Discussion and Approval of Kendall Area Transit Logo (Pg.80)
 - B. Discussion of Made in Kendall Recognition Program (Pg.82)
 - C. Discussion of Economic Development Priorities
8. Chairman’s Report
9. Public Comment
10. Executive Session
11. Items for Committee of the Whole
12. Action Items for County Board
13. Adjournment

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

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Thursday, August 29, 2024 at 8:00 a.m.

Call to Order: The meeting was called to order by Chairman Elizabeth Flowers at 8:00 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Here		
Dan Koukol	Here		
Brooke Shanley		8:14 a.m.	
Seth Wormley	absent		

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

Staff Present: Christina Burns, Latreese Caldwell, Jennifer Karales, Matt Asselmeier, Roger Bonuchi

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

Approval of Minutes – Member Koukol made a motion to approve the July 17, 2024 Committee Meeting minutes, second by Member Gengler. **With three (3) members voting aye, the motion was carried by a vote of 3- 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – County Administrator Christina Burns directed the committee to Director of Animal Control Taylor Cosgrove's reports on page 5, noting near-capacity facilities, ongoing HVAC upgrades for better air quality, and the imminent filling of a full-time vacancy. EMA staff and volunteers were very busy due to the large scale storms on July 15th and Accessing damage after the storms with weather service.
- B. Emergency Management Agency Update** – County Administrator Christina Burns directed the committee's attention to the report from Director of Emergency Management Roger Bonuchi, found on page 18. This report highlights the successful completion of Community Emergency Response Team (CERT) training sessions and the conclusion of the summer festival season. The Emergency Management Agency (EMA) staff and volunteers were notably active in response to the significant storms on July 15, including damage assessment in collaboration with the weather service. Additionally, EMA is addressing the evaluation of a software solution known as D4H, as the current software, lamResponding, does not adequately meet operational needs for tracking volunteer hours and incident reporting. The committee also engaged in discussions regarding financial considerations and potential grant opportunities for funding.
- C. Revolving Loan Status Update** – Financial Analyst Jennifer Karales provided the committee with an update on the status of the Revolving Loans. She referred members to page 19 of the packet, highlighting that all loans are up to date except for one, for which a payment is expected shortly.
- D. Economic Development Update** - Director of Planning, Building and Zoning, Matt Asselmeier, guided the committee to review page 20 for Todd Volker's updates on economic development. Key highlights include significant progress on the 2025 Summer Intern Program, which aims to connect young adults in Kendall County with various employment opportunities. Additionally, planning is in progress for two-part business succession

workshops to be held in Yorkville and Oswego. Mr. Volker is also actively engaged with the Made In Kendall initiative, which is scheduled for discussion later in today's meeting.

- E. **KAT Update** - Financial Analyst Jennifer Karales provided the committee with an update on the Kendall Area Transit program. She referred the committee to the last page of the ride data report (pg. 28). As of August 19, KAT has provided over 20,000 rides in Kendall County.

New Committee Business

A. Discussion of Grace Holistic Loan Deferral Request

County Administrator Christina Burns stated that in March 2024 the committee discussed a modification to the loan for Grace Holistic. Following conversation with the EDA Committee, the County agreed to permit interest-only payments through Sept. 1, 2024 so long as they came current with their interest payments, with no overall modification to the loan terms. To date, Grace Holistic has been in compliance with the modified payment schedule. Grace Holistic staff reached out earlier this month to request an extension of the interest only payment. They have requested an additional 12-month deferral or a restructuring of the loan. Based on review and discussion with Grace Holistic's owner and their staff accountant, staff recommends an additional short-term deferment of principal interest on the condition that if federal funds are received, Grace Holistic comes current with their payment schedule. A deferment of principal through Dec. 31, 2024 would align with their original 12 month extension request. The committee concurs to the deferment of principal through Dec. 31, 2024, and to ask that if federal funds are received, Grace Holistic comes current with their payment schedule.

B. Discussion of Kendall Area Transit Logo

Financial Analyst Jennifer Karales presented to the committee a proposal to update the design of the KAT logo. The objective is to modernize the logo to align with the core initiatives of the program and to ensure greater cohesion with the Kendall County logo. She directed the committee to page 30 of the packet for a logo design prepared by Imagination Print & Design and asked for feedback and input for changes. The logo would be used in marketing/branding including the website, pamphlets, brochures and buses. All committee members gave suggestions to improve the design and asked that some additional options be emailed to the committee members so that a new design could be ready by the next committee meeting.

C. Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles.

Financial Analyst Jennifer Karales informed the committee of the need for a resolution allowing the County Administrator to purchase used vehicles for the Kendall Area Transit (KAT) Program. KAT currently has 24 buses and vans, with 16 scheduled for disposal due to age and mileage per IDOT regulations. While KAT awaits two medium-duty buses and one electric vehicle from IDOT, expected in 2025 or later, timely access to used buses is crucial due to quick turnover in the market. The resolution will enable the County Administrator to make purchases promptly, ensuring operational capability. The committee agrees this resolution is necessary for optimal pricing.

Member Gengler made a motion to Approve the Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles to be forwarded to County Board, second by Member Koukol. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

D. Discussion of Made in Kendall Concept

County Administrator Christina Burns facilitated a discussion regarding a new initiative aimed at recognizing local businesses and manufacturers, as well as promoting products manufactured within Kendall County. Economic Development Coordinator Todd Volker has undertaken the primary responsibility for researching this concept. The details of the "Made In Kendall" program are outlined on page 34 of the packet provided. This document represents a draft of the program, and Ms. Burns requested input from the committee. The proposal suggests an annual solicitation for nominations from businesses that meet the established criteria within the outlined program. Subsequently, these

submissions would be evaluated, culminating in a formal recognition process. Recognitions would occur during board meetings, and winners in each category would receive a plaque along with social media promotion. The discussion focused on determining the criteria for nominations, debating whether the criteria should be product-driven or business-driven. There were proposals to enhance participation from small businesses and to emphasize items manufactured and created within the county. Furthermore, it was suggested that one of the award categories could recognize a "Kendall County Business of the Year." Additional considerations included the marketing initiatives associated with Kendall County and the historical context of products manufactured within the region.

Old Committee Business

A. Discussion of Economic Development Priorities

County Administrator Christina Burns stated that there are no new updates and would like to have a more robust discussion at a later date.

Chairman's Report – none

Public Comment – none

Executive Session – none

Items for the Committee of the Whole Meeting – none

Action Items for County Board

- Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles

Adjournment – Member Gengler made a motion to adjourn, second by Member Koukol. **With four (4) members present in agreement; the meeting was adjourned at 8:47 a.m.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

Kendall County Animal Control
 802 John Street
 Yorkville IL 60560



Bites between 8/1/2024 and 8/31/2024

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u> euthanized</u>
08/01/2024	WILDLIFE BAT	A048036	BAT	NOT UTD	UNALTERED	VICTIM	UNK	UNK	No
08/01/2024	WILDLIFE BAT	A045542	BAT	NOT UTD	UNALTERED	VICTIM	UNK	UNK	No
08/01/2024	WILDLIFE BAT	A045542	BAT	NOT UTD	UNALTERED	VICTIM	UNK		No
08/01/2024	WILDLIFE BAT	A045542	BAT	NOT UTD	UNALTERED	VICTIM	UNK		No
08/03/2024	NOVA	A048034	DOMESTIC SH	NOT UTD	ALTERED	VICTIM	NO	2	No
08/04/2024	LOU HOLTZ	A013666	SHETLD SHEEPDOG / MIX	NOT UTD	UNALTERED	VICTIM	NO	2	No
08/05/2024	UNKNOWN	A047189	GERM SHEPHERD	NOT UTD	UNALTERED	VICTIM	UNK	3	No
08/06/2024	BUBA	A015648	BEAGLE	NOT UTD	UNALTERED	VICTIM	NO	2	No
08/08/2024	TYSON	A031861	LABRADOR RETR / MIX	UTD	ALTERED	VICTIM	NO	2	No
08/09/2024	BAXTER	A041612	OLDENG SHEEPDOG / MIX	UTD	ALTERED	OWNER	NO	2	No
08/10/2024	POLLY	A048032	DOMESTIC SH	UTD	ALTERED	OWNER	NO	2	No
08/11/2024	UNKNOWN	A048033	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	2	No
08/15/2024	UNKNOWN	A003016	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	UNK	2	No
08/16/2024	PHEOBE	A047489	AUST SHEPHERD	UTD	ALTERED	VICTIM	NO	3	No
08/18/2024	WILDLIFE BAT	A045542	BAT	NOT UTD	UNALTERED	VICTIM	UNK	1	No
08/18/2024	WILDLIFE BAT	A045542	BAT	NOT UTD	UNALTERED	VICTIM	UNK	UNK	No
08/18/2024	NALA	A042575	LABRADOR RETR / MIX	UTD	ALTERED	VICTIM	NO	2	No
08/21/2024	IVY	A047662	MIXED	NOT UTD	ALTERED	OWNER	NO	3	No
08/24/2024	ABBY	A033062	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	2	Yes
08/24/2024	ZIVA	A033081	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	2	No
08/24/2024	GUNNER	A037256	BELG MALINOIS / MIX	UTD	ALTERED	VICTIM	YES	2.5	No
08/29/2024	UNKNOWN	A047774	YORKSHIRE TERR / MIX	NOT UTD	UNALTERED	VICTIM	UNK	2	No
08/31/2024	AVA	A047806	AMERICAN STAFF	NOT UTD	ALTERED	VICTIM	NO	2.5	No

Date Pet Name animalid Breed Vaccinated Altered Victim/Owner Multiple Bites bite severity euthanized

Breed	Total
Total	19
CAT	3
DOMESTIC SH	3
DOG	14
AMERICAN STAFF	1
AUST SHEPHERD	1
BEAGLE	1
BELG MALINOIS / MIX	1
GERM SHEPHERD	1
LABRADOR RETR / MIX	4
MIXED	2
OLDENG SHEEPDOG / MIX	1
SHETLD SHEEPDOG / MIX	1
YORKSHIRE TERR / MIX	1
OTHER	2
BAT	2

Average Length Of Stay

8/1/2024 - 8/31/2024

*Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.
Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. *Fosters not factored into totals.
Formula: (total amount) / (total average)*

CAT	# Animals	Avg Days
ADOPTION	10	20.30
FOSTER*	9	
NON LR	1	12.00
RTO	1	6.00
FOSTER		0.00
Total :	21	17.42

DOG	# Animals	Avg Days
ADOPTION	11	19.55
FOSTER*	9	
NON LR	2	20.50
RTO	17	1.24
TRANSFER	6	11.67
FOSTER		0.00
Total :	45	8.64



Kennel Comparisons Statistics

"Intake Comparisons"

8/1/23 to 8/31/23

8/1/24 to 8/31/24

Dogs				
Strays	21	35	↑	66.7 %
Owner Surrenders	10	8	↓	20.0 %
Legal	0	2	↑	200.0 %
Total Dogs Received:	31	45	↑	45.2 %
Cats				
Strays	19	17	↓	10.5 %
Owner Surrenders	4	4	↑	- %
Legal	10	0	↓	100.0 %
Total Cats Received:	33	21	↓	36.4 %
Total Intakes:	64	66	↑	3.1 %

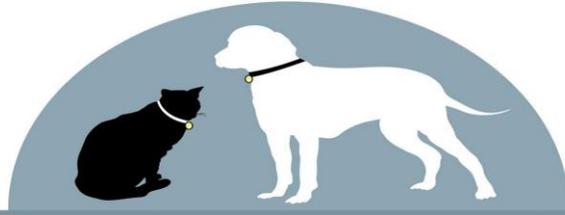
"Outcome Comparisons"

8/1/23 to 8/31/23

8/1/24 to 8/31/24

Dogs				
Adoption	11	13	↑	18.2 %
Euthanasia	1	2	↑	100.0 %
Return to Owner	14	22	↑	57.1 %
Transfer to Rescue	3	6	↑	100.0 %
Total Dogs Dispositioned:	29	43	↑	48.28
Cats				
Adoption	15	15	↓	- %
Euthanasia	3	2	↓	33.3 %
Return to Owner	0	2	↑	200.0 %
Transfer to Rescue	12	15	↑	25.0 %
Total Cats Dispositioned:	30	34	↑	13.33
Total Outcomes:	59	77	↑	30.5 %

Animals in the Shelter on 9/16/2024	CAT	DOG	Total
	59	21	80



KENDALL COUNTY
ANIMAL CONTROL

Financial Statements FY24
August 2024

KENDALL COUNTY ANIMAL CONTROL FUND #1301
Statement of Revenues And Expenditures
8/30/2024

	CURRENT YEAR				PRIOR YEAR	VARIANCE
	FY24 Budget	August Actual	FY24 YTD	YTD Percent of Budget	FY23 YTD	FY24 YTD v. FY23 YTD
REVENUE						
Fines & Fees	\$ 27,000	5,683	51,776	192%	\$ 41,411	\$ 10,365
Miscellaneous	100	-	425	425%	12	413
Donations	5,000	-	29,010	580%	2,968	26,042
Rabies Tags Sold	300,000	38,702	195,410	24%	208,796	(135,863)
Intact Registration Fee	13,000	1,345	11,530	89%	9,650	1,880
Total Revenue	\$ 345,100	\$ 45,730	\$ 288,151	84%	\$ 202,705	\$ (97,163)
EXPENDITURE						
Salaries - Other	122,204	8,530	72,933	60%	\$ 61,544	11,389
Salaries - Administration	6,500	1,731	8,469	130%	4,550	3,919
Sal Animal Control Warden	63,036	7,273	46,307	73%	40,385	5,923
Sal Asst Animal Ctrl Warden	42,432	5,280	33,616	79%	32,032	1,584
Salaries - Overtime	510	8	140	28%	132	8
Office Supplies	1,500	-	682	45%	1,251	(568)
Postage	1,600	64	726	45%	1,312	(586)
Training	2,000	-	2,354	118%	188	2,166
Cellular Phones	1,200	85	761	63%	760	1
Contractual Services	6,000	-	5,760	96%	363	5,398
Equipment	4,000	816	3,614	90%	2,347	1,267
Vehicle Maintenance / Repairs	1,600	-	-		1,737	(1,737)
Gasoline / Fuel / Oil	1,000	-	-		857	(857)
Uniforms / Clothing	750	-	201	27%	594	(394)
Refunds	500	-	-			
Observation / Disposal	500	416	416	83%	62	355
Microchips	1,850	875	1,830	99%	1,052	778
Volunteers / Public Relations	1,000	-	523	52%	198	325
Rabies Tags	2,500	-	2,422	97%	2,377	45
Transportation Board and Care	7,794	464	5,886	76%	2,992	2,894
Total Operating Expenditure	\$ 268,476	\$ 25,543	\$ 186,640	70%	\$ 119,840	\$ 31,909
TRANSFERS OUT						
Transf. to General Fund	10,000	(4,866)	-		\$ 9,364	(9,364)
Transf. to IMRF Fund	13,160	1,228	9,342	71%	8,155	1,187
Transf. to SSI Fund	17,954	1,746	12,932	72%	10,835	2,097
Transf to Animal Cntr Cap Imp	15,000	-	-		-	
Trns. to Health Care Fund	23,785	6,641	17,292	73%	-	
Total Transfers Out	\$ 79,899	\$ 4,749	\$ 39,566	50%	21,481	\$ (6,080)
Total Expenditure & Transfers Out	\$ 348,375	\$ 30,291	\$ 226,206	65%	141,321	\$ 25,829
Total Revenue Over/(Under) Expenditure	\$ (3,275)	\$ 15,439	\$ 61,944	-1891%	\$ 61,384	\$ 560

**KENDALL COUNTY ANIMAL CONTROL FUND #1301
FUND (CASH) BALANCE
FY 2024**

MONTH	FY24 Monthly REVENUE OVER/(UNDER) EXPENSES	FY24 FUND (CASH) BALANCE	FY23 Monthly REVENUE OVER/(UNDER) EXPENSES	FY23 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 203,399		\$ 159,329
December-23	\$ (3,135)	200,264	\$ 4,543	163,872
January-24	56,230	256,493	15,569	179,440
February-24	(9,950)	246,543	22,472	201,913
March-24	(3,377)	243,167	5,701	207,614
April-24	8,932	252,098	(10,885)	196,728
May-24	8,604	260,702	9,548	206,277
June-24	1,245	261,947	14,436	220,713
July-24	(12,043)	249,904	6,294	227,007
August-24	15,439	265,343	11,574	238,581
September-24			1,487	240,068
October-24			(8,149)	231,918
November-24			(27,885)	204,033
Year End Adjustment			(634)	203,399
Fund (Cash)	\$ 61,945		\$ 44,070	
YTD Fund Balance		\$ 265,343		\$ 203,399

KENDALL COUNTY ANIMAL CONTROL
Statement of Revenues And Expenditures
8/30/2024

Animal Medical Care Fund #1302

	FY24 Budget	August Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 16,300	\$ 18,140			FY13 \$250 FY14 21,935 FY15 33,497
Revenue					FY16 32,810 FY17 32,325 FY18 26,165 FY19 20,132
Donations & Receipts	10	498	11,624	116237.1%	FY20 18,939
Total Revenue	10	498	11,624	116237.1%	FY21 18,050 FY22 16,300 FY23 18,140
Expenditure					
Animal Medical Care Expenses	3,000	325	3,872	129.1%	
Heartworm Testing	500	201	718	143.6%	
FeLuk/FIV Testing	1,500	695	1,842	122.8%	
Total Expenditure	5,000	1,220	6,432	128.6%	
Ending Balance	\$ 11,310	\$ 23,331	\$ 5,191		

County Animal Population Control Fund #1309

	FY24 Budget	August Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 114,739	\$ 94,959			FY11 \$ 46,246 FY12 60,939 FY13 64,358
Revenue					FY14 71,549 FY15 83,094 FY16 97,935 FY17 106,508
Fees	12,000	2,480	20,495	170.8%	FY18 108,859
Total Revenue	12,000	2,480	20,495	170.8%	FY19 117,265 FY20 115,665 FY21 114,716 FY22 114,739 FY23 94,959
Expenditure					
Spay/Neuter Fees - Targeted Dogs/Cats	10,000	65	2,582	25.8%	
Spay/Neuter Fees - Adopted Dogs/Cats	15,000	1,507	19,776	131.8%	
Total Expenditure	25,000	1,572	22,358	89.4%	
Ending Balance	\$ 101,739	\$ 93,096	\$ (1,863)		

Animal Control Capital Fund #1400

	FY24 Budget	August Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 42,131	\$ 60,931			FY11 \$ 87,769 FY12 41,062 FY13 46,762
Expenditure					FY14 51,661 FY15 69,276 FY16 125,571 FY17 134,712 FY18 142,293
Expense - Building Improvements	10,000				FY19 113,553
Capital Expenditure	15,000	-	8,229	54.9%	FY20 3,551 FY21 23,607 FY22 42,131 FY23 60,931
Total Expenditure	25,000	-	8,229	32.9%	
Transfers In					
Transfers In - from Animal Control Fund	15,000	-	-	0.0%	
Total Transfers In	15,000	-	-		
Ending Balance	\$ 32,131	\$ 52,702	\$ (8,229)		

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

AUGUST 2024

○ **KCEMA Operations**

- 2024 EMPG grant was submitted
- 2025 EMA County budget was submitted
- Extreme heat hit the area the last week of August with temperatures hovering close to 100 degrees.
- Toured the Braidwood Nuclear Power Plant
- Participated in the Sheriff's Office National Night Out event on August 6th

○ **CERT Classes**

- CERT Graduation took place on Tuesday August 27th, because of the extreme heat Oswego Fire Department was gracious enough to offer up their community room to run the exercise instead of being held outside at the PSC. 16 students participated. 6 were from the Sheriff's Youth Academy.

○ **Festival Season**

- The UCP and in some cases, KCEMA volunteers, were at various summer festivals month.
 - 08/01/24 – Kendall County Fair
 - 08/06/24 – National Night Out
 - 08/16/24 – Montgomery Fest

○ **Meetings/Training/Volunteers/Details**

- KCEMA Leadership Meetings
- Recovery/Resilience Monthly Learning Sessions
- Starcom/IPAWS Monthly Testing
- 08/19/24 – EMA Volunteer business meeting/training

Kendall County Economic Development Commission
Loan Status
8/30/2024

Account Name	Last Pymt	A Monthly Payment		B Total Paid		D Principal Balance	E Bank Totals	
	Loan Date	Principal	Interest Rate	Principal	Interest		Interest Earned	Bank Balance includes I earned
Surplus - EDC BB #815-535							452,024.82	939,238.55
<u>Law Office Corporation</u> Payment: #102/242	8/1/2024							
Loan Status: Midland State Bank	3/11/2015	120,450.56	1.50%	40,973.05	12,361.19	79,477.51	132.03	53,466.27
<u>Lucky's Beef N Dogs</u> Payment: #56/176	7/25/2024	225.00		168.72	56.28			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	8,966.76	3,708.24	23,119.44		14,566.96
<u>Grace Holistic Center for Education</u> Payment: #36/84	8/7/2024	1,332.63		1,154.66	177.97			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	35,353.96	8,600.14	64,646.04	89.18	44,043.28
<u>Camp Mutty Paws</u> Payment: #24/84	5/1/2024	727.10	3.50%	731.60	118.40		26.88	19,194.98
Loan Status: Midland State Bank	5/1/2022	54,100.00		15,756.18	3,411.92	38,343.82		
Minooka Water Project	2/7/2023		1.00%					750,000.00
Total Loan Statuses		306,636.76		101,049.95	28,081.49	205,586.81	452,156.85	1,820,510.04

Total Assets (D +E) 2,026,096.85

September Activities

Much of the work to date in September has been coordinating schedules for events taking place in October. These include:

OCTOBER: Manufacturing Month

Oct. 3 *Kendall County Business Succession Workshop 1* with Harriet Parker. Production of Kendall County Economic Development, SCORE and SBDC. Oswego Public Library, 9 a.m.-noon.

Oct. 16 *Kendall County Career Resource & Job Fair*, 12 p.m.-4 p.m., Fox Valley YMCA, Plano.

Oct. 24 *Kendall County Business Succession Workshop 2* with SCORE Pro Panel. Production of Kendall County Economic Development, SCORE and SBDC. Oswego Public Library, 9 a.m.-noon.

Oct. 29 *Manufacturing Month Event, KEDA FACTORY TOUR: Plano Molding*, Sandwich, IL. 500 Duvick Ave., Sandwich, IL. 9-11 a.m. IMEC discussion on workforce at tour's end.

NOVEMBER

Nov. 4 *Kendall County Business Succession Workshop 1* with Harriet Parker. Production of Kendall County Economic Development, SCORE and SBDC. Yorkville Public Library, 9 a.m.-noon.

Nov. 12 *Kendall County Business Succession Workshop 2* with SCORE Pro Panel. Production of Kendall County Economic Development, SCORE and SBDC. Yorkville Public Library, 9 a.m.-noon.

Nov. 19 *Kendall-Kane-DuPage Exporting Seminar*, with the College of DuPage International Trade Center. 9-10:30 at College of DuPage, . Free and open to the public.

Additionally, the Economic Development Office has been preparing the *Made in Kendall* designation program and further advancing the 2025 Kendall County Summer Internship Program. It's worth noting (a) that the job fair/career resource fair is VERY popular among Kendall employers, (b) the summer internship program has interest among the several businesses I mentioned this to, and (c) again there is on the street evidence that the business succession concern is real. I am very pleased that Plano Molding has agreed to the Oct. 29 factory tour and that the Illinois Manufacturing Excellence Center will manage a group discussion on workforce issues as part of the tour.



ECONOMIC DASHBOARD

Q3: August 29, 2024

*All data reflect the Chicago metro area geography, unless otherwise noted.
Sources available upon request.*

PRO-CHICAGOLAND DECISIONS

as of August 23

Companies making a known pro-Chicagoland decision in 2024

62

48 Expansions
14 Relocations/New Market Entrants
6 Chicago S/W Side Investments
34 GCEP (Regional) Investments

163 pro-Chicago decisions in 2023
180 pro-Chicago decisions in 2022
173 pro-Chicago decisions in 2021

SPENDING & ACTIVITY

	CONSUMER PRICE INDEX METRO AREA July 2024 12 month % change, all items	CONSUMER SPEND METRO AREA As of June 16 Benchmark: Jan. 2020	WEEKLY OFFICE OCCUPANCY METRO AREA As of Aug. 21	PUBLIC TRANSIT Aug. 18 - 24 Benchmark: July 2019	AVG. DAILY FLIGHTS June 2024
CHI	+3.7%	+21.3%	37.1%	-39% (CTA) -44% (Metra)	2,152 (ORD) 528 (MDW)
NYC	+4.1%	+15.2%	42.9%	-23% (MTA) -27% (LIRR)	1,258 (JFK) 980 (LGA)
LA	+3.4%	-0.3%	47.5%	-11%	1,484
HOU	N/A	+18.9%	61.2%	+23%	1,264

CHICAGO FED SURVEY OF ECONOMIC CONDITIONS



-9.3

August 2024
Suggests economic growth is near trend.

+1.2
from July 2024

CHICAGO BUSINESS BAROMETER



45.3

July 2024
The highest since November 2023.

-2.1
from June 2024

HOUSING

NEW PRIVATE RESIDENTIAL PERMITS
METRO AREA
1/1/24 - 7/31/24

9,197

+11.2% FROM YTD 2023 | #18 METRO RANK

ALL BUILDING PERMITS
CITY ONLY
8/1/23 - 7/31/24

6,223

-15 CHANGE FROM 7/1/23-6/30/24

TRADE & BUSINESS ENVIRONMENT

	TRADE VALUE METRO AREA June 2024	HOTEL OCCUPANCY CITY (CBD) ONLY July 2024	OPEN TABLE RESERVATIONS METRO AREA July 2024 Benchmark: July 2023	NEW BUSINESS LICENSES CITY ONLY 8/1/23 - 7/31/24
CHI	\$23.7B	76.3%	+13%	6,530
NYC	\$18.8B	85.6%	-7%	N/A
LA	\$26.5B	75.9%	-4%	N/A
HOU	\$17.5B	N/A	-11%	N/A

INNOVATION - METRO AREA

Q2 2024	GROWTH CAPITAL (VC + PE) RAISED		
	VENTURE CAPITAL	PRIVATE EQUITY	VC + PE
SF	\$19.66B	\$639.7M	\$20.30B
NYC	\$8.17B	\$1.03B	\$9.21B
BOS	\$3.60B	\$926.7M	\$4.52B
LA	\$3.06B	\$1.76B	\$4.82B
CHI	\$643.6M	\$682.3M	\$1.33B
SEA	\$550.3M	\$561.6M	\$1.11B

INNOVATION - CITY & COUNTIES

Q2 2024	GROWTH CAPITAL RAISED	
	CAPITAL RAISED	DEAL COUNT
CHICAGO CITY	\$1.14B	114
COOK SUBURBS	\$423.91M	17
DUPAGE	\$32.96M	11
KANE	\$0.44	2
KENDALL	\$0	0
LAKE	\$90.25	6
MCHENRY	\$0	0
WILL	\$6.85	17 3

MACROECONOMIC

	NOMINAL GDP (PROJECTED)		BUSINESS COUNT		EMPLOYMENT		UNEMPLOYMENT			ACTIVE JOB POSTINGS	
	Q2 2024	PRIOR QUARTER CHANGE	Q4 2023	PRIOR QUARTER CHANGE	July 2024 (Prelim.)	PRIOR MONTH CHANGE	July 2024 (Prelim.)	CHANGE FROM Jun. 2024	CHANGE FROM July 2023	July 2024 As of Aug. 29	PRIOR MONTH CHANGE
CHI	\$873B	1.0% ▲	260,289	1.0% ▲	4,743,952	0.8% ▲	6.2%	0.0pp =	1.7pp ▲	218,805	10.4% ▲
NYC	\$2,320B	1.0% ▲	679,809	0.3% ▲	9,959,698	0.3% ▼	5.3%	0.7pp ▲	0.7pp ▲	340,051	8.8% ▲
LA	\$1,460B	1.0% ▲	694,824	2.3% ▲	6,286,201	0.2% ▲	6.0%	0.5pp ▲	1.1pp ▲	255,060	7.9% ▲
HOU	\$709B	1.5% ▲	175,624	0.6% ▼	3,555,948	0.1% ▲	4.8%	0.0pp =	0.3pp ▲	129,905	4.7% ▲

WHO'S HIRING (July 2024)

COMPANY	UNIQUE JOB POSTINGS
University of Chicago	2,638
Advocate Aurora Health	2,436
Northwestern Memorial	1,651
Chicago Public Schools	1,611
Walgreens Boots Alliance	1,569
Walmart	1,490
Starbucks	1,163

EMPLOYMENT BY INDUSTRY (Q2 2024, PROJECTED)

	TECH	QUARTERLY CHANGE	LIFE SCIENCES	QUARTERLY CHANGE	TD&L	QUARTERLY CHANGE	MFG	QUARTERLY CHANGE	BUS. & PRO. SERVICES	QUARTERLY CHANGE	FOOD MFG	QUARTERLY CHANGE
CHI	247,854	0.7% ▲	91,747	0.8% ▲	271,195	0.7% ▲	421,479	0.6% ▲	394,360	0.5% ▲	73,850	0.7% ▲
NYC	588,987	0.3% ▲	201,227	0.6% ▲	386,158	0.7% ▲	347,930	0.3% ▲	864,992	0.3% ▲	65,266	1.3% ▲
LA	322,435	0.8% ▲	139,323	0.2% ▲	238,135	0.3% ▼	470,843	0.1% ▼	456,570	0.4% ▼	57,301	0.9% ▲
HOU	127,580	0.6% ▲	60,836	0.3% ▲	168,445	0.3% ▲	237,325	0.1% ▼	282,307	0.5% ▲	17,905	1.8% ▼

COMMERCIAL REAL ESTATE (Q2 2024, CBRE)

	ABSORPTION/DEMAND (YTD)	AVAILABILITY	QUARTERLY CHANGE	VACANCY	QUARTERLY CHANGE
OFFICE MARKET (CBD)	(1,379,837) sqft	25.7%	▲ 1.1 pp	23.6%	▲ 0.8 pp
OFFICE MARKET (SUBURBAN)	(451,814) sqft	27.7%	▲ 0.4 pp	26.7%	▲ 0.4 pp
INDUSTRIAL MARKET (METRO AREA)	3,144,904 sqft	3.9%	▼ 0.1 pp	3.60%	▼ 0.2 pp

MACROECONOMIC – CITY OF CHICAGO AND GCEP COUNTIES

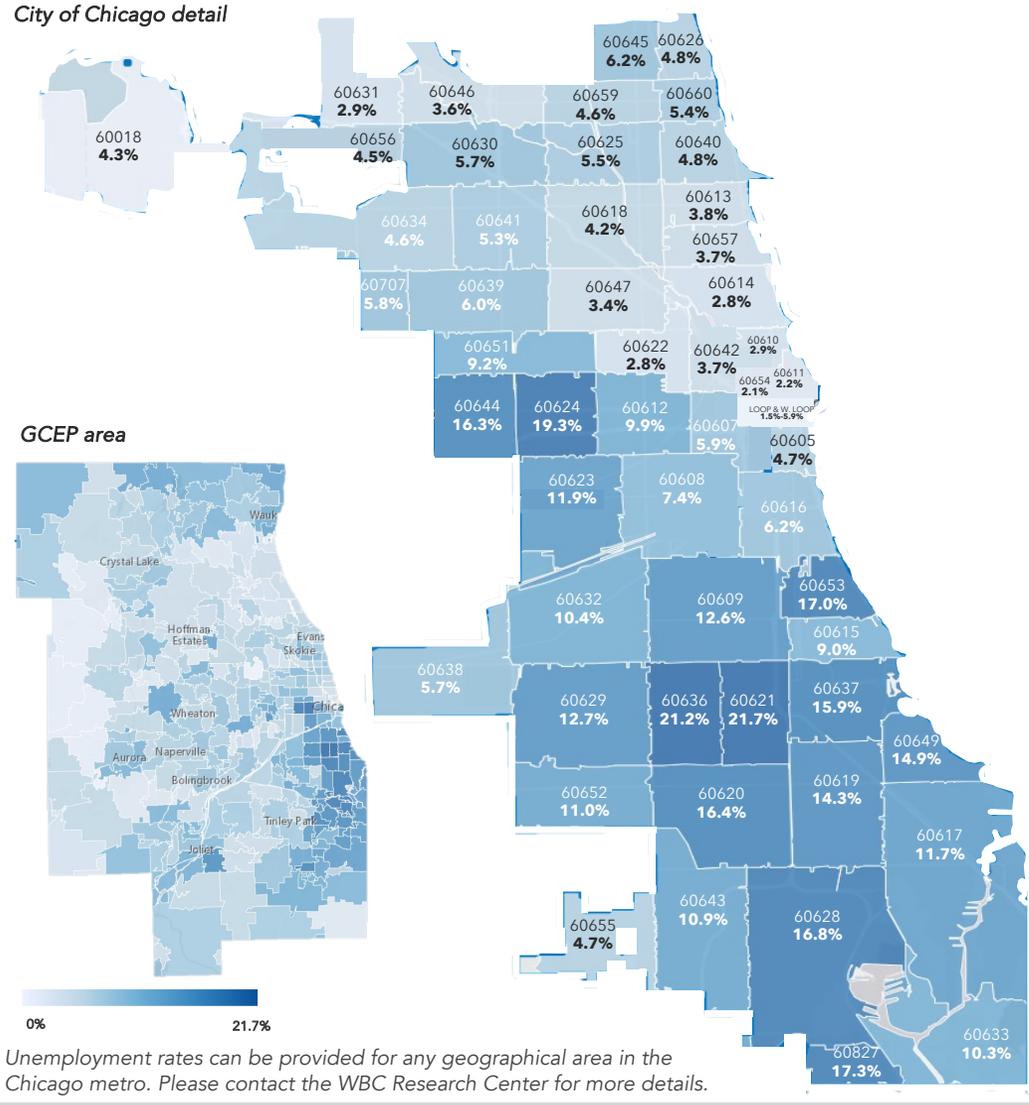
	NOMINAL GDP (ESTIMATE)		BUSINESS COUNT		EMPLOYMENT		UNEMPLOYMENT			ACTIVE JOB POSTINGS	
	2023	CHANGE FROM 2022	Q4 2023	CHANGE FROM Q3 2023	July 2024	CHANGE FROM Jun. 2024	July 2024	CHANGE FROM Jun. 2024	CHANGE FROM July 2023	July 2024 As of Aug. 29	CHANGE FROM June 2024
CHICAGO CITY	\$506.8B	5.2% ▲	141,591	1.1% ▲	1,317,479	0.9% ▲	7.1%	0.0pp =	2.1pp ▲	69,179	8.9% ▲
COOK SUBURBS					1,230,253	0.9% ▲	6.2%	0.1pp ▼	1.9pp ▲	51,084	9.1% ▲
DUPAGE	\$112.2B	5.6% ▲	34,839	1.0% ▲	504,109	0.9% ▲	5.3%	0.1pp ▼	1.7pp ▲	28,599	12.1% ▲
KANE	\$32.7B	5.2% ▲	13,020	1.0% ▲	258,475	0.7% ▲	6.0%	0.1pp ▲	0.9pp ▲	10,194	8.3% ▲
KENDALL	\$4.5B	6.3% ▲	2,442	1.2% ▲	70,128	0.6% ▲	5.8%	0.0pp =	1.8pp ▲	1,555	18.8% ▲
LAKE	\$91.9B	5.2% ▲	20,301	1.0% ▲	357,485	1.1% ▲	5.7%	0.2pp ▲	0.8pp ▲	18,430	13.3% ▲
MCHENRY	\$14.0B	4.2% ▲	7,939	1.2% ▲	164,124	0.7% ▲	5.5%	0.0pp =	1.7pp ▲	5,200	11.8% ▲
WILL	\$42.9B	6.1% ▲	16,127	1.3% ▲	353,793	0.7% ▲	6.3%	0.0pp =	2.0pp ▲	13,272	13.9% ▲
METRO AREA	\$840.4B	5.9% ▲	260,289	1.0% ▲	4,743,952	0.8% ▲	6.2%	0.0pp =	1.7pp ▲	218,805	10.4% ▲

EMPLOYMENT BY INDUSTRY (2024, PROJECTED) – CITY OF CHICAGO AND GCEP COUNTIES

	TECH	CHANGE FROM 2023	LIFE SCIENCES	CHANGE FROM 2023	TDL	CHANGE FROM 2023	MFG	CHANGE FROM 2023	BUS. & PRO. SERVICES	CHANGE FROM 2023	FOOD MFG	CHANGE FROM 2023
CHICAGO CITY	75,244	1.4% ▲	11,211	1.3% ▼	53,531	2.3% ▲	66,683	1.3% ▼	177,302	1.8% ▲	24,562	1.0% ▲
COOK SUBURBS	39,207	0.7% ▲	17,244	0.1% ▲	94,660	2.3% ▲	106,031	1.6% ▼	71,453	1.4% ▲	16,092	2.3% ▲
DUPAGE	41,607	0.4% ▼	13,684	0.4% ▲	34,140	2.9% ▲	58,252	1.2% ▲	56,241	0.2% ▲	7,541	4.2% ▲
KANE	7,768	2.0% ▲	3,632	3.5% ▲	6,018	3.6% ▲	32,348	1.5% ▲	10,065	1.7% ▲	4,967	4.6% ▲
KENDALL	526	2.3% ▲	131	14.9% ▲	2,601	3.7% ▲	2,818	0.2% ▲	1,087	2.4% ▲	625	4.9% ▲
LAKE	32,593	0.0% =	27,718	0.0% =	8,253	4.3% ▲	53,688	1.0% ▲	19,448	0.9% ▼	2,358	3.6% ▲
MCHENRY	2,160	1.9% ▼	736	2.8% ▼	1,828	1.7% ▲	12,695	0.4% ▼	3,763	0.7% ▲	1,161	1.4% ▲
WILL	5,521	0.4% ▼	3,121	2.0% ▲	38,440	6.3% ▲	23,677	2.5% ▲	9,641	0.9% ▲	4,677	19 4.1% ▲

UNEMPLOYMENT RATE MAP

Estimated unemployment rates by zip code, 2023



JOB POSTINGS & OPPORTUNITY ZIP CODES

HIGH DEMAND OCCUPATIONS	UNIQUE JOB POSTINGS METRO AREA		HIGH OPPORTUNITY ZIP CODES IN THE CITY OF CHICAGO				
	Occupations with the most unique job postings	July 2024	PRIOR MONTH CHANGE	TOP ZIP CODES FOR RECRUITMENT Zip codes in Chicago with the highest concentrations of residents in high demand occupations			
Management	26,285	8% ▲	Chestnut Street	South Inner Loop	Lincoln Park	South Loop	Main Post Office
Sales and Related	24,729	11% ▲	Downtown Station	Fort Dearborn	Main Post Office	Edge-Brook	Norwood Park
Healthcare Practitioners and Technical	24,685	15% ▲	North Loop	Chestnut Street	Main Post Office	Fort Dearborn	South Loop
Office and Admin Support	18,806	10% ▲	South Shore	Riverdale	Hege-wisch	Roseland	Grand Crossing
Business and Financial Operations	16,445	9% ▲	Main Post Office	Main Post Office	Chestnut Street	Lincoln Park	Chestnut Street

HIGH UNEMPLOYMENT ZIP CODES

Zip Code	City of Chicago Neighborhood	Est. 2023 Unemp. Rate	Zip Code	Chicagoland Suburb	Est. 2023 Unemp. Rate
60621	Englewood	21.7%	60419	Dolton	16.3%
60636	West Englewood	21.2%	60428	Markham	15.5%
60624	West Garfield Park	19.3%	60471	Richton Park	14.3%
60827	Riverdale	17.3%	60433	Joliet	13.5%
60653	Bronzeville	17.0%	60472	Robbins	13.4%
60628	Pullman, Roseland	16.8%	60473	South Holland	13.1%
60620	Auburn Gresham	16.4%	60426	Harvey	12.8%
60644	Austin	16.3%	60429	Hazel Crest	12.0%
60637	Woodlawn	15.9%	60409	Calumet City	11.8%
60649	South Shore	14.9%	60406	Blue Island	11.4%
60619	Chatham, Grand Crossing	14.3%	60425	Glenwood	11.4%
60629	West Lawn, Chicago Lawn	12.7%	60155	Broadview	11.3%
60609	Back of the Yards, Fuller Park	12.6%	60476	Thornton	11.1%

KAT Update

	Quarter 1	
	July	August
Operations Totals		
Service Days	22	22
Rides	2,942	2,844
Live Miles	29,777	30,915
Empty Miles	7,050	6,743
Total Miles	36,827	37,658
Live Hours	2,478.85	2,121.02
Empty Hours	390.02	362.88
Total Service Hours	2,868.87	2,483.90
On Time Percentage	98%	99%
Advanced Cancel	525	591
No Show/LC	48	51
Turn Aways		
Adversarial	0 0%	1 2%
Capacity	43 100%	44 98%
Eligibility	0 0%	0 0%
Oversoon	0 0%	0 0%
Service Area	0 0%	0 0%
Totals	43	45
Demographics		
Disabled	520 18%	605 21%
Seniors	1530 52%	1456 51%
General Public	892 30%	783 28%
Totals	2,942	2,844
Education	236 8%	189 7%
Employment	915 31%	1,037 36%
Medical	1,435 49%	1,325 47%
Nutrition	18 1%	30 1%
Other	22 1%	27 1%
Recreational/Social	106 4%	104 4%
Shopping	73 2%	48 2%
Totals	2,805	2,760



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration
Meeting Date: 9/18/2024
Subject: Resolution Adopting IEMMAS Agreement
Prepared by: Tracy Page
Department: EMA

Action Requested:

Approval of Resolution Adopting

Board/Committee Review:

Administration / County Board

Fiscal impact:

\$0

Background and Discussion:

IEMMAS – Illinois Emergency Management Mutual Aid System

The emergency management community in our State is a tightknit group of people who are willing to help one another. Many of our neighbors may not have all the resources to respond to or recover from an emergency or disaster all on their own. Not every disaster is going to reach the level of a State declaration, and we need to be able to call on each other for assistance when necessary. This formalized document promotes the sharing of people and resources across jurisdictional boundaries.

Staff Recommendation:

Approval of the resolution authorizing participation as a member in the Illinois Emergency Management Mutual Aid System response pursuant to an intergovernmental agreement for the establishment of a mutual aid intergovernmental service agreement.

Attachments:

Resolution adopting IEMMAS Agreement and Agreement

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A



**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2024-_____**

**A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS
EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN
INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID
INTERGOVERNMENTAL SERVICE AGREEMENT**

WHEREAS, the Kendall County Board has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the Kendall County Board pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Kendall County Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the Kendall County Board, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the Kendall County Board allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the Kendall County Board to provide as much as possible for assistance to the residents of the Kendall County and other Members of said Mutual Aid Service Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board Chair of the Kendall County, Illinois, as follows:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the Kendall County Board, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

Section 3: That the County Board Chair be and is hereby authorized to execute, on behalf of the Kendall County Board said Agreement and that the Kendall County Clerk is authorized to attest to said Agreement.

Approved this 1st day of October 2024

Attest:

Matthew Kellogg, County Board Chair

Debbie Gillette, County Clerk and Recorder





Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration
Meeting Date: 9/18/2024
Subject: REP Nuclear Grant
Prepared by: Tracy Page
Department: EMA

Action Requested:

Approval of the REP grant agreement between the State of Illinois, IEMA-OHS and the County of Kendall effective July 1, 2024, through June 30, 2025, in the amount of \$23,583

Board/Committee Review:

Administration / County Board

Fiscal impact:

\$23,583.00

Background and Discussion:

The REP grant is a State funded preparedness program intended to support local government planning, training and exercise requirements associated with, off-site disaster response and recovery from a Nuclear Power Plant accident. Grants are made primarily to local government entities located within the 10-mile Emergency Planning Zone.

Staff Recommendation:

Approval of the 2025 REP Nuclear Grant

Attachments:

REP Grant Agreement



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLNOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY
AND
COUNTY OF KENDALL**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and the County of Kendall (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

**Illinois Emergency Management Agency and
Office of Homeland Security**

County of Kendall

By: _____
Alicia Tate-Nadeau, Director

By: _____

By: _____
Signature of Designee

Signature of Authorized Representative

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: County Board Chairman

E-mail: _____

Designee

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$23,583.00**, of which **\$0** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**).

2.4. Award Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 588-20-2018 and the CSFA Name is Radiological Emergency Preparedness Program. If applicable, the State Award Identification Number (SAIN) is 1018-53828.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

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

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

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

immediate termination of this Agreement and repayment of all Grant Funds.

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

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

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

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

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

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

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

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

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

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

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

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

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

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007

generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for

the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. **Audits.** Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

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

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related

documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to

object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies,

boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act

(5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Illinois Nuclear Safety Preparedness Act (the Act), 420 ILCS 5, authorizes the Grantor to compensate local governments from fees collected pursuant to Section 4 of the Act for expenses incurred in activities defined as necessary by the Grantor to implement and maintain the plans and programs authorized by the Act. To be eligible for a grant, the local government must be an active participant in the Illinois Radiological Emergency Preparedness (REP) Program. The purpose of this Agreement is to compensate the Grantee, a local government with direct response duties, for its costs for maintaining the Illinois Plan for Radiological Accidents (IPRA) and for IPRA response capabilities.

This Agreement will be administered under the parameters set forth in 32 Ill. Admin. Code 501. As defined in 32 Ill. Admin. Code 501.90, the following categories are used by the Grantor in determining necessary activities and authorized expenses payable under this grant program:

- Plan development and maintenance
- Preparation for and participation in training
- Preparation for and participation in exercises and drills
- Maintenance of a specific capability to implement nuclear emergency response plans

EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee is required to perform each of the following tasks:

1. Annual review and update of the IPRA.
2. Exercise participation and successful demonstration of required exercise criteria.
3. Successful corrective actions for issues identified in an exercise or a federal or state plan review.
4. Biennial participation in specific REP training provided or approved by the Grantor.
5. Submission of performance reports as set forth in **Exhibit D**.
6. Submission of financial claim forms as set forth in **Exhibit D**.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICAL GRANT NOTIFICATIONS AND GRANT ADMINISTRATION

GRANTOR CONTACT

GRANTEE CONTACT

Name: Tolly Knezevich

Name: _____

Title: NS Sr. Emergency Preparedness Coordinator

Title: _____

Address: 1035 Outer Park Dr., Springfield IL 62704

Address: _____

Phone: (217) 785-9943

Phone: _____

Fax: (217) 524-9036

E-mail Address: tolly.j.knezevich@illinois.gov

E-mail Address: _____

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: County of Kendall
111 West Fox Street
Yorkville, IL 60560

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit performance reports and financial claim forms to the Grantor according to the schedule set out below.

The performance reports must detail in narrative form all work completed toward each Task described in Exhibit B during the reporting period. The financial claim forms show the eligible costs in accordance with the Spend Plan during the reporting period.

If the Grantee is a county, performance reports and financial claim forms are due on a quarterly basis in accordance with the following schedule:

- 1st Quarter (July-September): due October 31
- 2nd Quarter (October-December): due January 31
- 3rd Quarter (January-March): due April 30
- 4th Quarter (April-June): due July 31

If the Grantee is a political subdivision other than a county, performance reports and financial claim forms are due on a biannual basis in accordance with the following schedule:

- 1st and 2nd Quarter (July-December): due January 31
- 3rd and 4th Quarter (January-June): due July 31

The performance reports and financial claim forms must be signed, include a copy of the related receipts that verify eligible expenditures of Grant Funds, and be mailed or faxed to the Grantor by the applicable due date.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition. The Grantee agrees to comply with any special conditions that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Special Conditions:

Audit

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's management and audit history. Best practice warrants that an organization have regular audits conducted in accordance with the appropriate regulatory standards. Weaknesses and deficiencies that are discovered should be remedied in a timely manner or with a corrective action plan.

How to Resolve: The grantee should review their management and audit policies. The organization should have annual audits performed and a written process for correcting audit findings.

Timeframe: The grantee must ensure that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.

PART TWO –GRANTOR-SPECIFIC TERMS

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

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.10 for information that may be required in this **PART TWO**.]

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.10 for information that may be required in this **PART THREE**.]

**MEMORANDUM OF UNDERSTANDING
KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE
SERVICE AND COMMUNICATIONS BOARD AND
KENDALL COUNTY EMERGENCY MANAGEMENT AGENCY
REGARDING ENCRYPTION KEY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is hereby entered into, by and between the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois (hereinafter referred to as “KenCom”), and the Kendall County Emergency Management Agency, 1102 Cornell Ln., Yorkville, Illinois (hereinafter referred to as “KCEMA”) For purposes of this MOU, the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board and the Kendall County Emergency Management Agency shall hereinafter collectively be referred to as “the parties” or “Party”.

WHEREAS, KenCom and KCEMA are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, KCEMA has members, while serving in that capacity, will need radio access to the KenCom Channels included within this Memorandum of Understanding.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. KenCom hereby authorizes KCEMA and their authorized personnel to access (permission to install and transmit on the radio channels, to include the AES & DES encrypted channels) the following radio channels (hereinafter referred to collectively as "KenCom Channels"):

- KenCom Police 1
- KenCom Police 3
- KenCom Police 5 Encrypted
- KenCom Police 7
- KenCom Fire 1
- KenCom Fire 2
- KenCom Fire 3 Encrypted

Scope of Use. Recognizing the need to control the use of the KenCom Channels and in accordance with the FCC policies and procedures, KCEMA agrees to limit the use of the KenCom Channels to Emergency Notifications (serious incidents, serious traffic crashes, and active fires), Coordination of Joint Operations and Mutual Aide Responses (Natural and Man-Made Disasters, Mass Casualty Incidents, Police, HAZMAT, Rescue Operations, and Training).

KCEMA shall, at all times, ensure that its authorized personnel utilize its access to the KenCom Channels in strict conformance with the provisions of this agreement, its application to KCEMA and KenCom, and such rules and policies as KCEMA and KenCom or its subordinate entities may from time to time establish. KCEMA shall not permit its personnel to utilize KCEMA access to the KenCom Channels in any manner that exceeds this scope of use or in violation of law.

**MEMORANDUM OF UNDERSTANDING
KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE
SERVICE AND COMMUNICATIONS BOARD AND
KENDALL COUNTY EMERGENCY MANAGEMENT AGENCY
REGARDING ENCRYPTION KEY**

Standard of Conduct: KCEMA agrees that it is accepting responsibility under this MOU for the use of KenCom’s Channels, the AES & DES encryption, and the conduct of its authorized personnel in using KenCom’s Channels. KCEMA shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct, or any conduct that violates the provisions of this MOU, by Personnel, and KCEMA shall cause any persons that KenCom or KCEMA knows to have engaged in such behaviors to immediately cease use of the radio KenCom Channels.

KCEMA Disposition of Radios. KCEMA agrees that prior to transferring the ownership of any one of their radios with the KenCom Channels installed, by selling, destroying, donating, etc., KCEMA will uninstall the radio frequencies and the AES & DES encryption module license key. This is to include any future KCEMA portable and mobile radio purchases with the KenCom radio frequencies and AES & DES encryption installed.

Termination. KenCom may terminate access to the KenCom Channels at any time by providing written notice to KCEMA. Upon the written notice terminating access, KCEMA will cooperate in the termination of the access.

Entirety of MOU: This MOU contains the entire understanding between the Parties concerning KCEMA’s use of the KenCom Channels and the AES & DES encryption and supersedes any prior understanding, written or oral MOUs between them with respect to the subject matter of this MOU. There are no representations, MOUs, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this MOU which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this MOU. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of KenCom and KCEMA.

Disclaimer of Relationship: Nothing contained in this MOU, nor any act of KenCom or KCEMA shall be deemed or construed by either 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 KenCom or KCEMA.

Laws; Change in Laws: Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of KenCom and/or KCEMA, and/or any of their respective officials, officers and/or employees. The Parties agree to immediately notify each other of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this MOU.

Indemnification.

(a) KCEMA shall, at all times, fully indemnify, hold harmless, and defend KenCom and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of the KenCom channels and the AES & DES encryption by KCEMA and its employees, or because of any act or omission, neglect or misconduct of KCEMA, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees

**MEMORANDUM OF UNDERSTANDING
 KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE
 SERVICE AND COMMUNICATIONS BOARD AND
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themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for KenCom’s violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of KCEMA to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting KenCom and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. KCEMA shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) KCEMA shall be liable for any damages incurred as a result of its errors, omissions or negligent acts, including but not limited to any costs related to the termination of access when the termination is caused by KCEMA’s unsafe, illegal, or inappropriate behavior or conduct that has violated the terms of the MOU.

Duty to Contract for Access, Costs. KCEMA shall be solely responsible for all costs associated with its access to the KenCom Channels and AES & DES encryption. KCEMA shall be solely responsible for the acquisition of any equipment it requires to access KenCom Channels and AES & DES encryption.

Notices. All notices required to be given pursuant to this agreement shall be in writing and addressed to the parties at their respective addresses set forth below:

<p>If to KCEMA: Kendall County Emergency Management Agency 1102 Cornell Ln. Yorkville, IL 60560</p>	<p>If to KenCom: KenCom Director KenCom Public Safety Dispatch 1100 Cornell Ln Yorkville, IL 60560</p>
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Covenant Not to Sue. In consideration of KCEMA’s grant of access to KenCom Channels and AES & DES encryption, KCEMA agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal court or other tribunal, against KenCom, its Board of Directors, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this agreement to the extent authorized by law. In no event shall KenCom be liable to KCEMA for monetary damages for any reason whatsoever.

Representations. KenCom and KCEMA represent that it has the authority to enter into this agreement and undertake the duties and obligations contemplated by this agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, KenCom and KCEMA represent that the signatory of this agreement has the authority to bind KenCom and KCEMA to all obligations herein contained.

**MEMORANDUM OF UNDERSTANDING
KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE
SERVICE AND COMMUNICATIONS BOARD AND
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REGARDING ENCRYPTION KEY**

Survival. KenCom’s and KCEMA’s obligations pursuant to the sections herein under the headings entitled "Indemnification" and "Covenant Not to Sue" shall survive the termination of this agreement.

Assignment. Neither KenCom and KCEMA nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of KenCom and KCEMA.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kendall County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

Effective Date: After this MOU has been signed by KCEMA, this MOU shall be deemed dated and become effective on the date the Chairman of the KenCom Executive Board signs this MOU. The MOU shall continue in full force and effect until terminated, as provided above.

Kendall County Emergency Management Agency

KenCom Executive Board/Kendall County
Emergency Service and Communications
Board

By: _____

By: _____

Name/Print: _____

Name/Print: _____

Title: _____

Title: _____

Date: _____

Date: _____





“MADE IN KENDALL” Program
Kendall County Economic Development

The “Made in Kendall” recognition is a program of the Kendall County Economic Development Office with the goal of promoting manufacturing and supporting manufacturers and makers in Kendall County. For makers, it shines a light on something made locally that is of exceptional quality. The program underscores the value Kendall County places on manufacturing enterprises and helps encourage industry in the county.

PROCEDURES AND CRITERIA

1. The recognition process begins on October 1, 2024 with nominations accepted through November 29, 2024 for the inaugural “Made in Kendall” recognition. Announcement of the “Made in Kendall” recognition will be made at the January 2025 county board meeting with a board reception for recognition winners.
2. Nominations are accepted in three main divisions: Consumer Product, Industrial Product and Community Maker. The “Made in Kendall” designation need not be declared in every division or category each year.
3. Nominations in the Consumer Product and Industrial Product divisions will be judged on these criteria: product value, product quality, product durability, product design, and product uniqueness. The Community Maker designation is awarded based on community involvement, general public regard, and uniqueness of product or service.
4. The “Made in Kendall” recognition will be decided by a panel of three county board members appointed by the county board chairman.
5. The 2025 recipients of the “Made in Kendall” recognition will receive a plaque recognizing the company and its employees, recognition on the Kendall County boardroom permanent MIK plaque, and will receive social media promotion, and local publicity.
6. Eligibility. Products in the Consumer Product and Industrial Product divisions must be made in Kendall County. The manufacturer’s headquarters need not be in the county. Products must be made in the calendar year in which they are nominated. Assembled products and products finished in Kendall County may be nominated. Products nominated are subject to verification by the “Made in Kendall” panel or by the Kendall County Economic Development Office. Businesses in the Community Maker division must have been in operation for a minimum of six months.

7. Nominations. Nominations must include the name of the product, the name of the manufacturer, a short description of the product, and the name, email and telephone numbers of the person making the nomination. If possible, photos of the product should be submitted. Individuals may make up to three nominations per year per category and must be residents of Kendall County. The nominator's contact information will not be revealed but will only be used for verification or follow-up questions. Direct nominations to the Kendall County Economic Development Office via tvolker@kendallcountyil.gov, or access the Kendall County website at <https://www.kendallcountyil.gov/departments/economicdevelopment/madeinkendallsubmission>

“Made in Kendall” Recognition

Nomination Form

Nomination Rules

You may make up to three nominations in each division for the annual “Made in Kendall” recognition. You must be a Kendall County resident to make nominations for the designation.

The “Made in Kendall” recognition divisions include Consumer Product, Industrial Product, and Community Maker Businesses.

The **Consumer Product** division includes these products: (1) consumer products, (2) farmer’s market products and (3) farmer’s market foodstuffs. Criteria for being awarded the designation include *product value, product quality, product durability, product design, and product uniqueness*.

The **Industrial Product** division includes any manufactured product made within Kendall County. Criteria for being awarded the designation include *product value, product quality, product durability, product design, and product uniqueness*.

The **Community Maker** division includes local businesses that provide goods or services. The local business must be operative on a full-time basis for at least six months. Criteria for being awarded the designation include community involvement and perceived product or service value.

Nomination period is between October 1 and November 29, 2024. The “Made in Kendall” Recognition will be awarded January 2025.

“Made in Kendall” Nomination Form

Nominations are accepted from October 1 to November 29, 2024 for the “Made in Kendall” Class of 2024. Nominators may make up to three nominations in each division.

CONSUMER PRODUCT DIVISION

Product: _____ Product Name: _____

Product Category (circle one): *Consumer Product* *Farmer’s Market foodstuff*

Farmer’s Market product

What does it do/what is it for? _____

Name of Maker/Manufacturer _____

Address of Maker/Manufacturer _____

Why do you like it? _____

Nominated by _____

Address _____

Email address _____

“Made in Kendall” Nomination Form

Nominations are accepted from October 1 to November 29, 2024 for the “Made in Kendall” Class of 2024. Nominators may make up to three nominations in each division.

INDUSTRIAL PRODUCT DIVISION

Product: _____ Product Name: _____

What does it do/what is it for? _____

Name of Maker/Manufacturer _____

Address of Maker/Manufacturer _____

Why do you like it? _____

Nominated by _____

Address _____

Email address _____

Made in Kendall” Nomination Form

Nominations are accepted from October 1 to November 29, 2024 for the “Made in Kendall” Class of 2024. Nominators may make up to three nominations in each division.

COMMUNITY MAKER BUSINESS DIVISION

Name of Business _____

Address of Business _____

What does the business do? _____

Why do you like the business? _____

Nominated by _____

Address _____

Email address _____